

AGREEMENT
BETWEEN
THE BOROUGH OF POINT PLEASANT
AND
THE PATROLMEN AND SERGEANTS
OF
POINT PLEASANT BOROUGH POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL NO. 158

JANUARY 1, 2012 THROUGH AND INCLUDING DECEMBER 31, 2015

LOCCKE • CORREIA
LIMSKY & BUKOSKY
24 SALEM STREET
HACKENSACK, N J 07601
201-488-0880

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This collective bargaining agreement entered into be effective the 1st day of January, 2012.

Between The BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer"

And, The Patrolmen and Sergeants of PBA Local #158, hereinafter referred to as "Employee", through a negotiating committee chosen from among its members, hereinafter referred to as "Committee".

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

ARTICLE I - STATEMENT OF PRINCIPLES

Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all patrolmen, patrolmen detectives, sergeants, detective sergeants, excluding the Police Chief, lieutenants, detective lieutenants, captains, detective captains, all clerical employees and all others.

Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, NJSA 34:13A-1 et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievance and proposals.

Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long standing and practice, to end that there will be a clear understanding between the parties which will promote a continued, harmonious relationship between them.

Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all power rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and the adoption of policies, rules, regulations and

practices in furtherance thereof, and the use of judgment and the discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That Nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the terms of this Contract shall be from January 1, 2012 through December 31, 2015.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent, full time employment shall constitute the anniversary date of employment.

Section 9. That this Agreement shall be binding upon the parties hereto for the terms of the Contract as specified in Section 7 above.

ARTICLE II - NEGOTIATING PROCEDURE

Section 1. That negotiations for a future contract shall begin not later than October 1, 2015 and good faith efforts shall be made to conclude an Agreement within sixty (60) days from the commencement of such negotiations.

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

Section 3. That this Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of all negotiations, and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.

Section 4. That, except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein, and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of the Agreement, other than as changed by this Agreement.

ARTICLE III - SALARIES AND RATE OF PAY

Section 1. The parties agree to the salaries as set in Appendix A.

Section 2.

PATROLMAN DETECTIVE - Shall receive \$1,000.00 additional stipend above current base rate of pay.

DETECTIVE SERGEANTS - Shall receive \$1,200.00 additional stipend above sergeants base rate of pay.

Section 3.

For all Employees hired prior to March 1, 1999, eighteenth (18th) year shall mean eighteen (18) years in the pension system. Therefore, if someone has 5 years of pensionable service with another town, and has 13 years with Point Pleasant Borough, then this meets the requirement of the eighteen (18th) year for the senior patrolman incentive pay. However, for all Employees hired after March 1, 1999, the eighteen (18) years will mean eighteen (18) years of service to Point Pleasant Borough.

Section 4. Salary plus his/her longevity compensation as determined pursuant to Article XII hereof divided by the number of regular pay periods during the calendar year.

Section 5. That each Employee shall receive Two Dollars (\$2.00) shift differential compensation for each day on which he shall work the midnight to 8:00 am shift, said shift differential compensation being paid to offset the additional cost of a meal which such Employee cannot reasonably expect to be prepared for him at

his home during such shift. In lieu of shift differential, on January 1, 1996, Employer agrees to provide a lunchroom/lounge with a full size refrigerator, microwave oven, sink with running water, table and chairs for use of members. If lunchroom/lounge is not available by January 1, 1996, each Employee shall receive Four Dollars (\$4.00) shift differential compensation as outlined above. If lunchroom/lounge is not available by January 1, 1997, each Employee shall receive Five Dollars (\$5.00) shift differential compensation as outlined above.

Section 6. Each Employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2½) times his regular rate of pay on an hourly basis, based upon a forty (40) hour week for any period of time during which he is activated as a member of the Scuba Team.

Section 7. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for the purposes of testing practice.

Section 8. Employees who purchase prior retirement will have their anniversary date adjusted to correspond with pension records. The Employee will be entitled to accrue additional vacation days and his longevity base commensurate with their new anniversary date, for any previous employment with the Borough of Point Pleasant.

Section 9. During this Contract, and if legally permissible, and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical

insurance plans at the group rate.

Section 10. Each Employee who has received a certification for EMT training and is therefore certified to perform EMT services shall receive a stipend of Seven Hundred Fifty Dollars (\$750.00) per year. Said stipend shall be paid by separate check on the first pay date in January of each year.

ARTICLE IV - RIOT DUTY

Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by Employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. That the Employer, as a recognition of such hazards, shall pay to each Employee who participates in the policing and control of civil disturbances, compensation at the rate of two and one-half ($2\frac{1}{2}$) times his/her regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for such duty in a municipality other than the Borough of Point Pleasant which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each Employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to Employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Each Employee shall be paid overtime compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay for the following:

- a. Any additional time worked beyond the ordinary tour of duty shall be paid at the rate of time-and-one-half;
- b. In the event an officer is called into duty other than for his normal assignment, he shall be paid at time-and-one-half for all time worked during such periods; but in no case shall he be paid for less than two (2) hours at this rate.

Section 2. For each off-duty court appearance required of an Employee, there shall be paid to such Employee, overtime compensation for either the time devoted to such appearance, or for three (3) hours overtime, whichever shall be greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit, on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he/she shall be credited for it for purposes of equitable distribution as if he/she accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time. The Employer agrees to post a seniority list which shall be promulgated in order to gauge the assignment to outside overtime opportunities. Said posted seniority list will contain the phone numbers of each officer and a written record will be kept of the numbers of times each

officer works in outside overtime assignments.

Section 4. In the event a Patrolman is in charge of a shift, he/she will receive the same pay as that received by sergeants for the period in which he acts in the position of that higher rank. The differential will be based on the base salary of the patrolman and sergeant.

Section 5. Overtime consisting of one and one-half (1 ½) time his or her regular rate of pay shall be paid to all patrolmen and sergeants assigned to the Patrol Division and those assigned to four (4) days on and two (2) days off schedules for any time worked in excess of either a regular work day of eight (8) hours and thirty (30) minutes or the regular work week which is four (4) days on and two (2) days off at the eight(8) hours and thirty (30) minutes per day.

Section 6. An Employee may, at his or her sole discretion, choose to be paid his overtime payment of time and one-half in either cash or compensatory time, if compensatory time is chosen, then the actual use of the compensatory time will be pursuant to police department rules and regulations and state and federal laws. An Employee may have up to a maximum of fifty (50) hours compensatory time on the books, or in the compensatory bank. For example, if an Employee has 50 hours of compensatory time in the bank, then he may not add to the 50 hours. However, if he uses 10 hours and reduces the bank compensatory time from 50 hours to 40 hours, then the Employee may add up to another 10 hours, for a maximum of 50 hours.

ARTICLE VI - VACATIONS

Section 1. During each year of this Agreement each permanent, full time Employee shall be entitled to vacation with pay at his/her regular rate of pay as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
Up to one (1) year	One (1) working day for each month of service
Second (2) through fifth (5) year	Fourteen (14) working days
Sixth (6) through tenth (10) year	Seventeen (17) working days
Eleventh (11) through fifteenth year	Twenty (20) working days
Sixteenth (16) through twentieth (20) year	Twenty-three (23) working days
Twenty-first (21) through twenty-fifth (25) year	Twenty-six (26) working days
Twenty-sixth year and thereafter	Twenty-nine (29) working days

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

Section 2. Any officer promoted to the rank of sergeant shall receive twenty-six vacation days upon completion of his fifteenth year of service. Said officer will move to twenty-nine vacation days upon completing twenty-five years of service.

Section 3. That, in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements, but the following conditions shall be observed in such scheduling:

A. Selection of vacation time shall be based upon seniority, provided that such requests for vacation time are filed with the proper departmental officer on December 1st of the preceding year; thereafter, selection of vacation time will be

allotted to the Employee first requesting time, regardless of seniority.

B. No Employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time, unless approval has been obtained from the Chief of Police. Vacation may start on any day of the week, providing the lieutenant determining schedules, so approves.

C. Only one (1) Employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th, and, in the event that more than one (1) Employee shall request concurrent vacation time during said period, the selection of the Employee whose request will be honored, shall be based upon seniority, unless sound departmental administration permits or requires otherwise, subject to the provisions of paragraph A.

D. Requests for vacation shall be submitted for approval by December 1 of the prior year.

ARTICLE VII - HOLIDAYS

Section 1. That the following days are recognized as holidays and Employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day. Each member of the bargaining unit shall enjoy the following holidays per year, as listed below: (see Appendix B for date specification)

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	Veteran's Day
Good Friday	Election Day
Easter	Christmas Eve* (if worked)
Memorial Day	Christmas
	Employee Birthday

* Note: Christmas Eve is ½ holiday.

Section 2. That, when any of the above holidays is in conflict with the religious belief of any Employee, such Employee may substitute a religious holiday of his religious belief, provided adequate notice is given to the Chief of Police.

Section 3. In the event that any member of the bargaining unit is required to work on any of the aforesaid holidays, or in the event that any such holidays shall fall on a non-duty day, then subject to sound departmental administrative requirements.

The entire holiday benefit (116 annual hours) shall be folded-in and paid along with regular payroll and utilized for all computation purposes. The salary schedule annexed to this contract includes value of the holiday benefit on a folded-in basis.

Section 4. The overtime rate will be paid for all work done on a designated holiday. This compensation shall be in addition to the holiday pay paid by the Borough

to each member of the unit on the last pay in November in each year of this Agreement, as has been prior practice.

ARTICLE VIII - SICK LEAVE

Section 1. Each permanent, full time Employee shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Section 2. Sick leave not taken shall accumulate from year to year, and each Employee shall be entitled to accumulative sick leave with pay, if and when needed.

Section 3. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such Employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such Employee shall be absent from work on sick leave.

Section 4. Sick leave is hereby defined to mean absence from post of duty of an Employee, due to illness, injury, exposure to contagious disease, or attendance upon an Employee's immediate family being seriously ill or injured and requiring the care and attendance of such Employee.

Section 5. An Employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An Employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year, consisting of periods respective appointing authority and thereafter may be required to submit acceptable

medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(a) The appointing authority may require proof of illness of an Employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

(c) In the case of death in the immediate family, reasonable proof shall be required.

(d) The appointing authority may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the Employee is capable of performing his/her normal duties and that his/her return shall not jeopardize the health of other Employees.

Section 6.

(a) Where an Employee is covered under this Agreement suffers from a work connected injury or disability, the Employer shall continue such Employee at full pay during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the

provisions of the Worker's Compensation Act shall be paid over to the Employer.

(b) The Employee shall be required to present evidence by certificate of a responsible physician that he/she is unable to work and, the Employer may reasonably require said Employee to present such certificates from time to time.

(c) In the event the Employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability not to exceed a total of one year from the first day of the Employee's inability to work by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding by the parties.

(d) For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

(e) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgement, or if there is an appeal therefrom, the final decision of the last reviewing court.

(f) Any officer who is injured, ill or disabled from any cause, may be granted

an injury leave with pay for a period not exceeding one (1) year provided that an examining physician appointed by the Borough certifies to such an injury, illness or disability, pursuant to NJSA 40A:14-137.

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

Section 8. An Employee shall be compensated and paid for accumulated sick time in an amount not greater than sixty (60%) percent of his annual salary (base salary, plus longevity) as of the year of employment termination. However, any Employee hired on or after February 1, 1999 shall have a cap of \$15,000.00.

Section 9. 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.

ARTICLE IX - BEREAVEMENT TIME

Section 1. In the event of a death of his/her spouse or child, an Employee shall be granted five (5) working days from duty, with pay, which days shall not be charged against either sick leave or vacation time.

Section 2. In the event of a death in his /her immediate family, as hereinafter defined, an Employee shall be granted three (3) working days leave from duty, with pay, which days shall not be charged against either sick leave or vacation time.

Section 3. Immediate family is hereby defined as: parent, brother, sister, grandparent, or grandchild of an Employee or spouse.

Section 4. In the event of an aunt, uncle, nephew, niece or cousin the member of the bargaining unit shall be granted one (1) working day of leave with pay, which day shall not be charged against either sick leave or vacation time.

Section 5. Employee must use a "Bereavement Day" under this article on the day of the funeral.

ARTICLE X - HOSPITAL AND MEDICAL INSURANCE

Section 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant except as specifically modified by this Agreement. It is acknowledged that Horizon Blue Cross/Blue Shield of New Jersey Direct 10 is the Borough's health insurance provider.

Section 2. The UCR Insurance Plan shall be in full force and effect for Employees and the optical plan shall be dropped.

Section 3. As soon after the execution of this Agreement as is practicable the following modifications may be made by the Employer on the dates specified:

- A. Effective as soon as practicable after the Agreement the prescription plan co-pay shall be increased to \$5.00 for generic drugs; and \$10.00 for non-generic drugs. The co-pay shall be applicable to both retail and "mail order" prescriptions.
- B. Effective January 1, 2007 the prescription plan co-pay shall be increased to \$15.00 for name brand retail and "mail order" prescriptions.
- C. Effective January 1, 2008 the prescription plan co-pay shall be increased to \$10.00 for generic retail and "mail order" drugs; and \$25.00 for name-brand retail and "mail order".

Section 4. It shall be understood by the parties that selection of the carrier to provide coverage for the Borough shall be the sole responsibility of the Borough, providing that the carrier maintains the equivalent level of benefits enjoyed by the

member and family of the unit.

Section 5. It shall be understood by the parties that medical coverage plans may include, at the Borough's option, second opinion and ambulatory care programs, in addition to the coverage being received.

Section 6. Effective January 1, 1990 the Employer shall provide dental service coverage seventy-five percent (75%) to all Employees at no cost to them. Said plan shall be the current Connecticut General Plan or its equivalent.

Section 7. Effective as soon as possible the base plan for health insurance shall be the State Health Benefits Plan (SHBP) "Direct 10" subject to full Borough enrollment. The State imposed 1.5% medical contribution of each Employee's base pay rate is acknowledged to be effective May 23, 2010 and thereafter.

Section 8. Effective August 1, 2010 the Borough shall provide full family medical insurance for current and future Employees for life subject to applicable Medicare coordination. Eligible Employees for retiree health benefits shall qualify under the Police and Fire Retirement System law and regulations.

Section 9. Health care contributions shall be consistent with that required by P.L. 2011, Chapter 78.

ARTICLE XI - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

Section 1. That it is in the best interest of the Borough of Point Pleasant to encourage police officers to further their higher education in Police Science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement officers; and, to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.

Section 2. That it shall be the obligation of each Employee to receive written approval for each subject course, prior to enrollment therein, such approval to be obtained from the Chief of Police and the Police Committee of the Employee.

Section 3. All newly hired police officers shall be granted credit for salary purposes in accordance with the restriction of present Section 4 for each course of study eligible for credit toward an Associate of Arts degree, or for each course of study eligible for credit toward a more advanced course degree, which normally would receive prior approval from the Chief of Police.

Section 4. Upon attainment of a grade "C" or higher in each course of study eligible for credit toward an Associate of Arts degree, or the attainment of a grade "C" or higher in a course of study eligible for credit toward a more advanced college degree, after receipt of permission, pursuant to Section 2 hereof, such Employee shall receive, in addition to his/her base salary, annual compensation (to be known as College Credit Compensation). Said compensation shall be at a rate of \$12.50 for

each credit hour approved by the Chief of Police. Said approval shall not be unreasonably denied and shall be based upon Article XI of the Collective Bargaining Agreement. Employees obtaining a Bachelors Degree or higher will receive one thousand one hundred (\$1,100.00) dollars per year for college credit compensation. Employees obtaining an Associates Degree shall receive Nine Hundred and Fifty (\$950.00) dollars per year. Except for those Employees obtaining a degree, no Employee shall receive more than eight hundred fifteen (\$815.00) dollars in any given year.

Section 5. College Credit Compensation for each such course shall commence on the pay date next following submission to the Employer of proof of successful completion of such course.

Section 6. College Credit Compensation shall be paid on the first pay in January by separate check.

ARTICLE XII - LONGEVITY COMPENSATION

Section 1. It is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service, and, to that end, to pay additional compensation to those Police Officers who dedicate their lives to the service of citizenry of the Borough of Point Pleasant.

Section 2. In addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After three (3) full years	One (1%) percent
After six (6) full years	Two (2%) percent
After nine (9) full years	Three (3%) percent
After twelve (12) full years	Four (4%) percent
After fifteen (15) full years	Five (5%) percent
After eighteen (18) full years	Eight (8%) percent
After twenty-one (21) full years	Nine (9%) percent
After twenty-four (24) full years	Ten (10%) percent

Section 3. Each member of the bargaining unit hired after July 1, 1995 shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After seven (7) full years	One (1%) percent
After nine (9) full years	Two (2%) percent
After eleven (11) full years	Three (3%) percent
After thirteen (13) full years	Four (4%) percent
After fifteen (15) full years	Five (5%) percent
After eighteen (18) full years	Eight (8%) percent
After twenty-one (21) full years	Nine (9%) percent
After twenty-four (24) full years	Ten (10%) percent

Section 4. Each member of the bargaining unit hired on or after December 17,

2012 shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After eight (8) full years	One (1%) percent
After twelve (12) full years	Two (2%) percent
After sixteen (16) full years	Three (3%) percent
After twenty (20) full years	Four (4%) percent
After twenty-four (24) full years	Five (5%) percent

ARTICLE XIII - UNIFORMS AND EQUIPMENT

Section 1. To assure that all future regular Employees shall be adequately and appropriately equipped upon assuming their duties, each such regular Employee shall, upon commencement of his/her duties, be issued the following new equipment and clothing:

- Three (3) pairs of summer pants
- Three (3) pairs of winter pants
- Three (3) long sleeve shirts
- Five (5) short sleeve shirts
- One (1) hat and rechargeable flashlight
- One (1) tie
- One (1) raincoat
- One (1) pair of rain boots
- One (1) winter jacket
- One (1) winter overcoat
- One (1) pair of leather boots or shoes
- One (1) leather belt
- One (1) leather holster
- One (1) handcuff case and handcuffs
- One (1) ammo pouch
- One (1) key holder
- One (1) whistle chain
- One (1) service weapon to be determined by the Chief of Police or his designee

All officer hired after July 1, 1995 shall also receive the following:

- One (1) bulletproof vest
- One (1) Sam Brown belt and clips
- One (1) PR 24 and holder
- One (1) Mace of O.C. Spray and holder
- One (1) police sweater

Section 2. To receive payments to partially defray the expense of replacing uniform components, required civilian clothing and necessary cleaning and repairing,

newly hired members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall, for each remaining month of the calendar year, receive one-twelfth (1/12th) of the established sum, as indicated below, and thereafter, shall receive yearly the following:

(a) To partially defray the expense incurred by regular members of the Bargaining Unit in replacing worn or damaged uniform components, the Employer shall, within thirty (30) calendar days after the adoption of the Municipal Budget, recompense each such member of the Bargaining Unit for the replacement cost of damaged or worn uniform components, Six Hundred Seventy-Five Dollars (\$675.00) each year, per member of the Bargaining Unit, after receiving appropriate proof of the uniform components replaced and the cost thereof. Any changes or modifications to the police uniform will be discussed with the PBA with regard to uniform specifications. The PBA shall give impute; however, the final decision will be that of the Chief of Police or his designee.

(b) To partially defray the expense of maintaining adequate business wardrobe incurred by those regular members of the Bargaining Unit assigned to the detective division, detectives shall be issued open purchase orders or cash at the store of their choice, in lieu of uniform allowances.

(c) The Borough of Point Pleasant shall, in lieu of cleaning payments for each officer, contract with a local cleaner for the cleaning of the police uniforms. Detectives shall receive the full cleaning payment if the securing of an agreement is

not successful.

(d) The above clothing allowance may be spent for a period of not less than six (6) months after clothing bids are awarded.

ARTICLE XIV - RETIREMENT BENEFITS

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

Section 2. For purposes of computing both Employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

Section 3. Upon retirement with at least twenty-five (25) years of service in the Police and Fire Retirement System all Employees shall continue to receive full family medical insurance coverage for life under all medical, surgical, hospital, dental, prescription and vision plans provided hereunder at no cost to the Employee or their family members.

ARTICLE XV - LIABILITY PROTECTION

Section 1. The Employer recognizes that Employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public; that the performance of such duties may result in the assertion of claims against the Police Officers for money damages grounded in negligence, willful misconduct or both, and that the assertion of such claims expose Employees to great financial loss in the event of an adverse verdict and in the event that Employees are called upon to defend such claim.

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

A. Continue to maintain in effect public liability insurance in an amount adequate to protect Employees against damage awards grounded in negligence;

B. Maintain in effect liability insurance in an amount adequate to protect Employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts.

C. In accordance with NJSA 40A:14-155 whenever a member of the Bargaining Unit is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Employer shall provide said member with necessary means for the

disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

D. The Borough shall continue to provide liability insurance protecting each of the Employees from any causes of action alleging negligence with performing emergency (volunteer) services during non-duty hours, including such services as EMT services, whether within or outside the boundaries of the Borough.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, the term "grievance" as used herein means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement affecting any Employees covered by this Agreement.

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

Section 3.

STEP ONE

The Employee and the union representative, or the Employee individually, but in the presence of the union representative, shall take up the grievance in writing with the Chief of Police as is applicable who shall answer the grievance in writing within five (5) working days.

STEP TWO

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

STEP THREE

If the Employer and/or the Union is not satisfied with the results of Step 2, then such Employee and/or Union shall present the grievance in writing within five (5) calendar

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

STEP FOUR

If the grievant and/or the Union is not satisfied with the results of Step 2, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Mayor and Council, may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

STEP FIVE

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

STEP SIX

It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employee agrees that it will not lock out its Employees, and the Union agrees that they will not strike, slow down or cause a slow down, or engage in any work stoppage or other job action during the term of this Agreement.

Any Employee who violates the terms of this Section shall be subject to discharge.

ARTICLE XVII - CONVENTION COMMITTEE

Section 1. The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as delegates to attend any State or National Convention, including mini conventions, of the New Jersey Policemen's Benevolent Association as provided under NJSA 11:26C-4.

ARTICLE XVIII - PERSONNEL FILES

Section 1. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, any may be used for evaluation purposes. It is acknowledged that the Borough Clerk has on file personnel records as required by Civil Service Regulations.

Section 2. Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Section 3. Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

Section 4. All personnel files will be carefully maintained and safeguarded permanently. The Chief of Police reserves the right to remove and modify documents as he deems fit from the personnel file. However, the Employees shall be advised of the documents modified and/or removed from his/her file.

Section 5. The final result of any disciplinary action involving a bargaining unit member shall be provided to the bargaining unit.

ARTICLE XIX - DUES DEDUCTION AND REPRESENTATION FEE

Section 1. Dues and Deduction

(a) The Borough agrees to deduct from the salaries of those Employees covered by this Agreement dues for the Committee, as said Employees individually and voluntarily, in writing, authorize the Borough to deduct. Such deductions shall be made in compliance with NJSA 52:14-15.9e. Said monies, together with records of any corrections, shall be transmitted to the Committee by the Borough.

(b) The Committee shall certify to the Borough, in writing the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough, in writing, prior to the effective date of such change.

(c) The Committee agrees to save the Borough harmless from any action or actions commenced by any Employee against the Borough, for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

A. The committee shall deliver to the Employer a written statement continuing the following:

1. A statement that the committee has determined the amount of representation fee in accordance with formulated requirements of NJSA 34:13A-5.4.
2. A statement that the committee has established a "demand and return" system in accordance with the requirements of NJSA 34:13A-5.4.

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

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

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

D. Payroll Deduction Schedules

The Employer will deduct the representation fee of the pay checks to each Employee on the aforesaid list. The deductions will begin with the first pay checks:

1. Following receipt of the list provided for in Paragraph A above, or
2. Thirty (30) days after a new Employee begins his/her employment in a Bargaining Unit position, unless the Employee previously served in a Bargaining Unit position, or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the Employee' s employment in a

Bargaining Unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for deduction of a regular membership to the Committee.

E. On or about the last day of each month as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Committee a list of all Employees who began their employment in a Bargaining Unit position during the preceding thirty-day (30) period. The list will include names, job titles, and dated of employment for all such Employees.

F. The Committee hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity, or before an administrative agency with regard to or arising from the deduction from the salaries of any Employee or any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XX - UNPAID ATTENDANCE AT MEETINGS

Section 1. The parties agree that the Employer may schedule a maximum of two (2) Department meetings per year, not to exceed two (2) hours duration each.

Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per sessions. Attendance at these meetings (both Department and training) may be required; however, the Contract shall make provisions that those on vacation and sick leave may not be required to attend. Those who attend required meetings on off-duty time shall be compensated with straight time compensatory time off.

Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for non-attendance at mandatory meetings.

Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

ARTICLE XXI - MISCELLANEOUS

Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the agreement is signed. The Agreement shall be presented to all members of the Collective Bargaining unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

If, by the Committee to the Mayor and Council:

Municipal Building
2233 Bridge Ave., PO Box 25
Point Pleasant, NJ 08742

If by the Mayor and Council to the Committee:

Chairman of the Negotiations Committee at the proper residence address which shall be supplied, as change required, by the Borough Clerk.

Section 3. The Committee and its representatives may have the right to use the municipal buildings at all reasonable hours, for meetings; however, approval is required, and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.

Section 4. The Committee shall have the right to use the bulletin board for official communications, if such communications are signed by an appropriate officer of the Committee, and such material shall be subject to the approval of the Chief of

Police and shall not be unreasonably withheld.

Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for the actual cost of materials used.

Section 6. Police Department meetings which require attendance shall not normally be called on Fridays, or any day immediately preceding a holiday.

Section 7. A Committee representative may speak to the members of the Bargaining Unit during any meeting referred to in Section 6 above, at the end of such meeting, providing no interference occurs with the normal operation of the Department.

Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to members of the Bargaining Unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.

Section 9. Upon the attainment of twenty (20) years service withing the Borough of Point Pleasant Police Department, patrolmen shall be assigned the rank of Corporal. Such assignment shall not entitle an officer to any increase in pay, seniority entitlement or additional authority.

Section 10. The Policeman's Bill of Rights shall be attached to the Agreement as an Appendix for information purposes only, and shall not become part of the contract.

ARTICLE XXII - PERSONAL DAYS

Commencing January 1, 1990, each Employee shall be entitled to three (3) personal days per year. Said days to be scheduled subject to supervision and approval of the Chief of Police. The Chief of Police may deny use of said days if same create an overtime situation.

ARTICLE XXIII - 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 Employee or set of circumstances, shall be held invalid, then the remainder of the Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are determined to be invalid, then the Employer and the Employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIII - SCHEDULING

Section 1. The workday for the Employees assigned to the Patrol Division shall consist of a shift of eight (8) hours and thirty (30) minutes continuously. The ordinary and regular work week for Employees assigned to the Patrol Division shall consist of four (4) consecutive days on with two (2) consecutive days off. The Chief of Police retains the right to make individual assignments.

Section 2. All Employees assigned to the Patrol Division shall work a permanent (non-rotating) shift, and each Employee shall select his own permanent shift based on the principles of seniority. All Employees assigned to the Patrol Division shall by November 1 of each calendar year select his or her permanent (non-rotating) shift, which permanent (non-rotating) shift will take effect January 1 on the next calendar year or on a date during the first week of January chosen by management, and the permanent shift so selected by the individual Employee will continue until the end of the calendar year . Therefore, an Employee shall select his/her permanent (non-rotating) shift by November 1 of one year for the next entire calendar year of 365 days.

It is agreed that emergency circumstances may arise that would constitute the need to temporarily reassigned an Employee in the patrol Division to another shift assignment, but, once the emergency condition no longer exists, the officer will be immediately reassigned to his regular chosen permanent working shift. An emergency circumstance shall not include any monetary reasons. The term

"emergency circumstances" shall be strictly interpreted in favor of the intent of the parties that this "emergency circumstances" clause be rarely implemented.

Section 3. The four (4) days on and two days off work schedule for the Patrol Division, and for those other officers also assigned to the 4 X 2 schedule shall not in any manner modify the hourly, daily, bi-weekly or annual salary, which shall be computed as it has been calculated in the past.

Section 4. The four (4) days on and two (2) days off work schedule shall not modify the days an Employee is entitled to for vacation, holidays, sick, personal, etc. An Employee shall continue to have the same days as set forth in the Contract. For example, an Employee who is entitled to 15 sick days will continue to be entitled to 15 sick days.

Section 5. Those officers not assigned the four (4) days on and two (2) days off schedule will receive two additional days off per year.

Section 6. Whenever an Employee is called to jury duty then said Employee shall not be required to work a regular shift at any time during that calendar day of jury duty.

ARTICLE XXIV - FACILITATION AGREEMENT

The Borough and the PBA agree to the following in the event that a layoff plan is to be considered by the Borough. The Borough and the PBA agree that Robert M. Glasson shall act as a Facilitator to assist the parties in exploring alternatives to possible layoffs and/or demotions.

ARTICLE XXV - DURATION

Section 1. This Agreement shall be effective January 1, 2012, and shall continue in effect through December 31, 2015.

Section 2. **IN WITNESS WHEREOF**, the parties hereto have set their hands and seals and caused these presence to be signed by the appropriate officers and corporate seal of the Employer to be hereto affixed on the date and year set next to their names below.

BOROUGH OF POINT PLEASANT

DATED: _____ BY: _____

DATED: _____ BY: _____

DATED: _____ BY: _____

POINT PLEASANT BOROUGH PBA LOCAL 158

DATED: _____ BY: _____

DATED: _____ BY: _____

DATED: _____ BY: _____

APPENDIX B

HOLIDAY SPECIFICATION

	2012	2013	2014	2015
New Year's Day	01/01	01/01	01/01	01/01
Martin Luther King Day	01/16	01/21	01/20	01/19
Lincoln's Birthday	02/12	02/12	02/12	02/12
Washington's Birthday	02/22	02/22	02/22	02/22
Good Friday	04/06	03/29	04/18	04/03
Easter Sunday	04/08	03/31	04/20	04/05
Memorial Day	05/28	05/27	05/26	05/25
Independence Day	07/04	07/04	07/04	07/04
Labor Day	09/03	09/02	09/01	09/07
Election Day	11/06	11/05	11/04	11/03
Veteran's Day	11/11	11/11	11/11	11/11
Thanksgiving	11/22	11/28	11/27	11/26
Christmas Eve (½ day)	12/24	12/24	12/24	12/24
Christmas Day	12/25	12/25	12/25	12/25
Employee Birthday	Various Days	Various Days	Various Days	Various Days

APPENDIX A-1

EMPLOYEES HIRED BEFORE JULY 1, 2006

	Effective 01/01/2012	Effective 04/01/2013	Effective 04/01/2014	Effective 04/01/2015
0 - 6 Months	\$28,063	\$28,625	\$29,197	\$29,781
6 - 12 Months	\$29,863	\$30,460	\$31,069	\$31,690
First Year Total	\$57,927	\$59,085	\$60,267	\$61,472
Second Year	\$67,690	\$69,044	\$70,425	\$71,833
Third Year	\$75,653	\$77,166	\$78,425	\$80,284
Fourth Year	\$83,616	\$85,288	\$86,994	\$88,733
Fifth Year	\$91,582	\$93,413	\$95,282	\$97,187
Sixth Year to 17th Year	\$99,547	\$101,538	\$103,569	\$105,640
18th Year and More	\$101,110	\$103,119	\$105,182	\$107,285
Sergeants	\$113,230	\$115,495	\$117,805	\$120,161

APPENDIX A - 2

EFFECTIVE FOR NEW EMPLOYEES HIRED AFTER JULY 1, 2006

	Effective 01/01/2012	Effective 04/01/2013	Effective 04/01/2014	Effective 04/01/2015
0 - 6 Months	\$35,643	\$36,356	\$37,083	\$37,825
7 - 12 Months	\$38,189	\$38,953	\$39,732	\$40,527
13 - 24 Months	\$49,899	\$50,897	\$51,915	\$52,954
25 - 36 Months	\$59,065	\$60,246	\$61,451	\$62,680
37 - 48 Months	\$68,231	\$69,595	\$70,987	\$72,407
49 - 60 Months	\$77,396	\$78,943	\$80,522	\$82,133
61 - 72 Months	\$86,561	\$88,293	\$90,058	\$91,860
73 - 84 Months	\$95,718	\$97,632	\$99,585	\$101,577
84 th Month to 17 th Year	\$99,547	\$101,538	\$103,569	\$105,640
18 th Year and More	\$101,110	\$103,119	\$105,182	\$107,285
Sergeants	\$113,230	\$115,495	\$117,805	\$120,161

APPENDIX A - 3

EFFECTIVE FOR NEW EMPLOYEES HIRED ON OR AFTER DECEMBER 17, 2012

	Effective 01/01/2012	Effective 04/01/2013	Effective 04/01/2014	Effective 04/01/2015
0 - 12 Months	\$35,643	\$36,356	\$37,083	\$37,825
13 - 24 Months	\$42,743	\$43,598	\$44,470	\$45,359
25 - 36 Months	\$49,843	\$50,840	\$51,857	\$52,894
37 - 48 Months	\$56,943	\$58,082	\$59,243	\$60,428
49 - 60 Months	\$64,243	\$65,324	\$66,630	\$67,963
61 - 72 Months	\$71,143	\$72,566	\$74,017	\$75,498
73 - 84 Months	\$78,243	\$79,808	\$81,404	\$83,032
85 - 96 Months	\$85,343	\$87,050	\$88,791	\$90,567
97 - 108 Months	\$92,443	\$94,292	\$96,178	\$98,101
108 Months to 17 th Year	\$99,547	\$101,538	\$103,569	\$105,640
18 th Year and More	\$101,110	\$103,119	\$105,182	\$107,285
Sergeants	\$113,230	\$115,495	\$117,805	\$120,161



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, 2011

TO

DECEMBER 31, 2015

AGREEMENT

This Agreement made and entered into this _____ day of April 2, 2013 (date parties reached tentative settlement), to be effective the first day of January 2011 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.

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 R.S. 40 and R.S. 11 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 breach 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 writing 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, 2011	-	4.0 % retroactive increase
Effective January 1, 2012	-	2.0 % retroactive increase
Effective January 1, 2013	-	2.0 % wage increase

Effective January 1, 2014 - 2.0 % wage increase
Effective January 1, 2015 - 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.

SECTION 3. The Borough agrees to provide four (4) paid comp days to all employees as compensation for the four (4) furlough days of 2011. Two (2) days shall be used during 2013 and two (2) days to be used during 2014.

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 Department of Public Works who are other than the Superintendent of the 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 all hours worked. 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 on a holiday which could 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. When an employee is not scheduled for work and his/her services are required, he/she may be called to work and his/her time shall start when he/she arrives at the Borough Garage.

g. When an employee is called to work under the above conditions, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay. If said call-in is called in during a regularly scheduled workday, the three and one-half (3 1/2) hours pay shall be in addition to his/her regular eight (8) hours pay. For example: if an employee is called in to work at 6:00 a.m., and is normally scheduled to work at 7:00 a.m., he/she shall be entitled to eleven and one-half (11 1/2) hours pay of which eight (8) hours would be at straight time and three and one-half (3 1/2) would be at time and one-half (1 1/2) rate.

h. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1 1/2) rate.

i. 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.

j. 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.

k. 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

Office of the Registrar of Vital Statistics:

8:30 a.m. - 4:00 p.m. - Monday through Thursday

9:00 a.m. - 4:00 p.m. - 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 Clerk.

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 \$20. Per month for cell phone use retroactive to January 2011, for 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.

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 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. Effective January 1, 2010, employees shall contribute five (5%) percent of the cost of the medical insurance chosen by that employee, to be repaid to the Borough by means of payroll deductions (26 paychecks per year unless because of a calendar anomaly there are 27 paychecks per year, and under those circumstances the deduction will be one/twenty-seventh (1/27th) of five (5%) of the annual medical insurance premium) toward health benefits.

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 Connecticut General Plan or its equivalent.

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 State of New Jersey Plan or its equivalent.

SECTION 5. Effective upon ratification, the Borough agrees to reimburse the employee for their hospitalization/dental deductible and out of pocket expense up to \$500.00 per year for benefit eligible Borough employees who are married to each other.

SECTION 6. Effective January 1, 2000, the Borough shall provide yearly optical reimbursement for employee and dependent coverage up to one hundred and eighty dollars (\$180.00) per year.

SECTION 7. 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

- (A) Up to one year
- (B) Second through fifth year
- (C) Sixth through tenth year
- (D) Eleventh through fifteenth year
- (E) Sixteenth through twentieth year
- (F) Twenty first through twenty fifth year
- (G) Twenty sixth year and thereafter

VACATION TIME

- One (1) working day for each month of service
- Fourteen (14) working days
- Seventeen (17) working days
- Twenty (20) working days
- Twenty three (23) working days
- Twenty six (26) working days
- 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 five (5) personal days. 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 | Washington's Birthday |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Election Day-Comp day for DPW |
| Veteran's Day | Thanksgiving Day |
| Day after Thanksgiving | ½ Day Christmas Eve |
| Christmas Day | |

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:

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL PAY</u>
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.

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

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL PAY</u>
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 Employer agrees to provide health insurance for those employees (but not their spouses and dependents) that retire with 25 years of full-time service and attain the age of 55 years.

**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 2008 and shall remain in full force and effect and will expire on the thirty-first (31st) day of December 2010.

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

_____, 20____
William Schroeder, Mayor **Date**

ATTEST: _____
David A. Maffei, Municipal Clerk/Administrator

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

John T. Menshon, President

Bernadine Pearce, Chairperson

Jerome Lafragola, International Rep.

ATTEST: _____, 20____
Joyce L. Kramer, Secretary Treasurer **Date**

**ATTACHMENT 1
2011 - 2015 SALARY SCHEDULE
TWU LOCAL 225 BRANCH 4**

<u>TITLE</u>	<u>GRADE</u>
Registrar of Vital Statistics	1
Assistant Tax Collector	1
Code Enforcement Officer/Housing Inspector	2
Municipal Court Administrator	2
Chief Assistant Assessor	2
Zoning & Code Enforcement Officer	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.

**ATTACHMENT 1
2008 - 2010 SALARY SCHEDULE
TWU LOCAL 225 BRANCH 4**

*taken from
previous contract
b/c none was
supplied*

<u>TITLE</u>	<u>GRADE</u>
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
Zoning & Code Enforcement Officer	3
Electric Sub-Code Official	3
Fire Sub-Code Official	3
Plumbing Sub-Code Official	3
Building 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.

GRADE 1

STEP	1	2	3	4	5	6
2011	46886	50906	568256	58939	62958	66978
2012	47824	51924	579612	60118	642178	68318
2013	487801	529613	591201	61320	655012	69684
2014	49756	540511 54020	603014	63894 62546	668112	71018 71078
2015	50451 50751	55132 55102	615010	65172 63797	681478	72438 72499 72500

GRADE 2 *ok*

2011	52712	57231	61748	66505	70877	75312
2012	537667	58376	62983	67835	72295	76818
2013	548412	595443	64243	69192	737410	78354
2014	559319	607314	655217	70576	752115	79921
2015	570578	6191049	668318	719817	76720	8151920

GRADE 3

2011	53845	58459	63070	67683	72298	76912
2012	54922	596219	64331	69037	73744	78450
2013	56020	60821	65618	70418	75219	80019
2014	571401	620378	66930	71826	76723	8161920
2015	582814	63278	68269	732612	78257	82351 83252

STEP	1	2	3	4	5	6
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GRADE 4

2011	61059	66291	✓ 71520	✓ 76750	✓ 81979	✓ 87208
2012	62280	67617	72950	78285	83619	88952
2013	63526	68969	74409	79851	85291	90731
2014	64797	70348	75897	81448	86997	92546
2015	66093	71755	77415	83077	88737	94397

GRADE 5

2011	✓ 61235	66459	✓ 71686	76915	✓ 82132	87351
2012	62460	67788	73120	78458 ⁴	83775	89098
2013	63709	69144	74582	8002 ³	85450	90880
2014	64983	70527	76074	8162 ³	87159	9269 ⁷
2015	66283	7193 ⁷	77595	8325 ⁶	88902	9455 ¹

STEP	1	2	3	4	5	6
GRADE 6						
2011	62493	✓ 67822	✓ 73154	7848 5 4	83814	✓ 88852
2012	6374 3 2	69178	74617	8005 5 3	85490	90629
2013	65018 7	70562	76109	81656 4	87200	92442
2014	66318	71973	77631	8328 9 7	88944	94291
2015	67644	73412	79184	8495 5 3	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 90733 90723 </div> <i>OK fpp</i>	96177
GRADE 7						
2011						94503
2012						96393
2013						98321
2014						100287
2015						102293
GRADE 8						
2011						8747
2012						8922
2013						91001
2014						92813
2015						94689

REC-1

AUG 13 2011

at BOROUGH
JOB/CLERK

MEMORANDUM OF AGREEMENT
BETWEEN
TRANSPORT WORKERS UNION
LOCAL 225 BRANCH 4
SUPERVISORY EMPLOYEES
AND
BOROUGH OF POINT PLEASANT

WHEREAS, the Borough of Point Pleasant ("Borough") is a municipal employer in the State of New Jersey;

WHEREAS, Transport Workers Union Local 225 Branch 4 ("TWU") is a labor organization representing certain supervisory employees employed by the Borough of Point Pleasant;

WHEREAS, TWU and the Borough are parties to a collective negotiation agreement that expired on December 31, 2010 ("Current CNA");

WHEREAS, TWU and the Borough entered into negotiations seeking a successor CNA;

NOW, THEREFORE, in consideration of mutual promises and representation herein, and intending to be legally bound and the parties understand and agree to modify the Current CNA as follows:

Article XI

New Section "e". A stipend of \$20. Per month for cell phone use retroactive to January 2011, for 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. *

Article XIII

Eliminate Section 3 – Birthday and include that day in Section 2 which will read:

Personal Days – All bargaining unit employees shall be entitled to five (5) personal days. Personal days shall be administered in the same manner as vacation days. All personal days must be exhausted within the year granted.

cc: J. Danti
CFO.

A retroactive increase of 4% for the year 2011. A salary guide to be prepared by the Borough and approved by the Transport Worker Union Local 225 Branch 4.

The term of this agreement will be a one (1) year agreement effective for period beginning January 1, 2011 and expiring December 31, 2011.

All terms and conditions of the current CNA will remain in full force and effect, will remain unchanged, and are incorporate herein except for the revisions, deletions, amendment, or revisions set forth above.

The terms of this agreement are subject to ratification by the parties.

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

Date

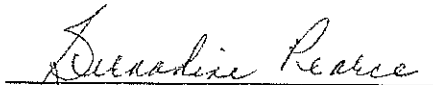
July 24, 2012

Attest:


Municipal Clerk/Administrator

Transport Workers Union
of America A.F.L.-C.I.O.
Local 225 Branch 4


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