

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

BOROUGH OF PINE BEACH

January 1, 2013 through December 31, 2016

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PREAMBLE

This agreement was entered into by the BOROUGH OF PINE BEACH, in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter to be referred to as the "Borough" and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, hereinafter to be referred to as the "Union", and does represent the complete and final understanding on all negotiable issues between the Borough and the Union.

The Borough and the Union recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this agreement, which may be in conflict with policies or regulations of the Borough, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

ARTICLE I — RECOGNITION

A. UNIT

The Borough hereby recognizes the Communication Workers of America-Local 1088 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time public works personnel whether under the contract, on leave, or employed by the Borough but excluding: The Public Works Supervisor.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all employees represented by the C.W.A. in the negotiation unit as above defined. Part-time employees (those who work less than 35 hours per week) are not covered under this agreement.

ARTICLE II

NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, 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 III

NEGOTIATION OF SUCCESSOR AGREEMENT

A. POLICY CHANGES

Consistent with Chapter 183, P.L. of N.J. 1975, the Borough shall not effect any changes in policy concerning terms and conditions of employment except those negotiated and included as part of the Agreement and contained herein.

B. Not later than October 15, 2012, the Borough agrees to initiate negotiations with the Communication Workers of America over a successor Agreement in accordance with the procedure set forth herein in a good faith effort on both sides to reach an Agreement on salaries and other terms and conditions of employment.

Any Agreement so negotiated by the Communication Workers of America shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Borough and the Union mutually agree to an extension of time. During negotiations, the Borough and the Union shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon request of information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are to participate, during working hours, in conferences, meetings or in negotiations mutually scheduled by the parties hereto respecting the Collective Bargaining Agreement, they will suffer no loss in pay. In all instances the practice of employee coverage during negotiations shall be followed based upon the availability of employee personnel.

E. MODIFICATION

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and or applied so as to eliminate, reduce or otherwise detract from an employee benefit or Borough policy existing prior to its effective date.

ARTICLE IV
GRIEVANCE PROCEDURES

A. DEFINITIONS

1. Grievance

"Grievance" is a claim by an employee or the CWA based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

2. Aggrieved person

An "Aggrieved Person" is the person or persons or the CWA making the claim.

B. PURPOSE

The purpose of these procedures are to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of these procedures.

C. PROCEDURES

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Thirty days from the date of occurrence or the Union's knowledge of the occurrence shall be the time limit to institute a grievance.

2. Level One

A member with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

3. Level Two-Borough

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the grievance in writing with the Borough within ten (10) days after the decision at Level One or twenty (20) days after the grievance was presented, whichever is sooner.

Within thirty (30) days after receiving the written grievance, the Union shall refer it to the Borough Personnel Committee.

4. Level Three-Arbitration

(A) If the aggrieved person is not satisfied by the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Borough, he/she may within ten (10) days after a decision by the Borough or forty (40) days after the grievance was delivered to the Borough whichever is sooner, request in writing that the Union submits its grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

- (B) Within ten (10) days after such written notice of submission to arbitration, the Borough and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (P.E.R.C.). The parties shall then be bound by the rules and regulations of P.E.R.C. in the selection of an arbitrator.
- (C) The arbitrator shall hear the grievance submitted and rule on the matter in accordance with P.E.R.C. rules and procedures. The decision of the arbitrator shall be final and binding on the parties.
- (D) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough and the Union. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEE TO REPRESENTATION

1: Employee and the Union

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) selected or approved by the Union, except as contractually set forth herein.

2. Reprisals

No reprisal of any kind shall be taken by the Borough or by a member of the Administration against any party in interest, any representative, or member of the Union, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Borough directly and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure though the aggrieved person does not wish to do so.

ARTICLE V

JUST CAUSE CLAUSE

Discipline shall be progressive in nature and corrective in intent and with just cause.

ARTICLE VI
EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1975, the Borough hereby agrees that every employee of the Borough shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey Law or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The parties shall endeavor to insure that their relationship is characterized by mutual responsibility and respect; and that all employees and representatives of the parties will be treated in accordance with accepted standards of courtesy and respect for individual dignity.

D. All employees shall be free from any type of discrimination.

ARTICLE VII
PERSONNEL FILES

- A. Upon prior request to the Department Head, employees shall have the right to inspect and review their individual personnel files.
- B. The Borough recognizes and agrees to permit said review and examination at reasonable times.
- C. Employees shall have the right to respond in writing to anything found in their individual personnel files. This response shall become a part of the employee's individual personnel file.
- D. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file.
- E. An employee shall not be disciplined for acts, which occurred more than one (1) year prior to the service of a notice or disciplinary action against said employee for acts of a current nature, except for those acts which constitute a crime. An employee's entire record may be considered with respect to the appropriateness of the penalty to be imposed.
- F. Reprimands, unsatisfactory evaluations two (2) or more years old shall be deleted from the employee's personnel file, provided the employee's performance has been satisfactory (no reprimands, etc.) during the two year period.

Letters of disciplinary action (suspensions, etc.) three (3) or more years old shall be deleted from employee' personnel files provided the employee has had no letters of disciplinary action during those three (3) years, with the exception of disciplinary action for acts of a criminal nature of disciplinary action during those three (3)years, with the exception of disciplinary action for acts of a criminal nature.

ARTICLE VIII
UNION RIGHTS

- A. The Borough agrees to make available to the Union all public information in its possession necessary for the union to represent its members in collective negotiations and grievance matters. All requests for such information shall be made through the Personnel Committee.
- B. Whenever the Borough and the Union mutually schedule a negotiation session, grievance meeting, or any other, conference or meeting whereby a representative or employee, is required to participate, he or she shall do so without loss of pay.
- C. Any changes in the Borough's employment policies that directly or indirectly affect the Union are subject to the collective bargaining process.
- D. Union officers and stewards shall be granted a cumulative total of ten (10) days, five (5) paid days and five (5) unpaid days per calendar year, for attendance at training sessions, union conventions and other Union related functions. The Union shall make every effort to give the employer at least five (5) days prior notice of the employee's release for Union activities, if manpower is not affected, and with the approval of the Borough Administrator.

E. The Borough agrees to allow employees to attend conferences and training for Health and Safety without a loss or reduction of Union leave time if manpower is not affected and with the approval of the Borough Administrator.

ARTICLE IX

DUES CHECKOFF

A. The Borough agrees to deduct, from the salaries of its employees subject to this Agreement, dues for the union. Such deductions shall be made in compliance with Chapter 123 of Public Laws, 1974. N.J.S.A. (R.S.) 52:14-15.9 (e) as amended.

B. No deduction will be made for any month in which there is insufficient pay available to cover the same after ^{all} other deductions, by law, have been made.

Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

C. Deduction of Union dues and representation fee, made pursuant hereto, shall be remitted, by check by the Borough to the Union, C/O Secretary-Treasurer, Communication Workers of America, AFL-CIO, 501 Third Street N.W., Washington, DC, 20001-2797 by the tenth ^(10th) day of the month following the calendar month in which such deductions are made. A copy of such list shall also be delivered to the Local 1088 Union President.

D. A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough.

E. The Union shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.

F. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.

G. Any authorization may be withdrawn by January 1st or July 1st of each calendar year by filing notice of such withdrawal with the Municipal Clerk for the Borough.

H. Agency Shop--it is understood that non-union employees will have 85% of said dues automatically deducted from their pay.

ARTICLE X

STEWARDS

A. The Borough recognizes the right of the Union to designate a steward and alternate to represent the union and the employees covered by this Agreement. The union shall furnish the Borough with the name of the steward and alternate, and notify the Borough of any changes within five (5) days of the actual change.

B. The authority of the steward or alternate, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accord with the provisions of this Agreement. If both parties agree that it is necessary for the steward to perform any such duties during his/her working time, the steward shall be released from work upon prior notice to and authorization by his/her supervisor as soon as convenient to the Borough and only to the extent necessary to make the investigation and for conferring with the Borough's representative.

ARTICLE XI

BULLETIN BOARDS

- A. The Borough will provide a bulletin board in a conspicuous location for the use of the Union to post notices concerning Union business and activities.
- B. Said bulletin board shall be under the control of the Union Steward and shall not contain any malicious, foul, obscene,-or annoying material.

ARTICLE XII

HEALTH AND SAFETY

- A. The Borough will provide a clean, safe and healthy place of work, clean bath facilities with hot and cold running water, a toilet, and clean and safe equipment with which to work with.
- B. The Borough and Union agree to form a committee for the purpose of discussing safety procedures and shall meet at least quarterly or as required to resolve any safety issues.

ARTICLE XIII

WORK-YEAR; WORK-WEEK

- A. The work-year of employment shall be as follows; January 1 to December 31.
- B. The work-week shall be five (5) eight (8) hour days (normally Monday to Friday) with a basic work-week consisting of 40 hours worked.
- C. Each employee shall be entitled to one (1) ten (10) minute break for each four (4) hours worked.
- D. A lunch period of thirty (30) minutes without pay will be given no later than five (5) hours after the start of the workday.

ARTICLE XIV

WORK SCHEDULE

- A. A schedule showing the employee's shift, workdays and hours shall be posted two (2) weeks prior to implementation. All employees shall be advised of a regular starting and quitting time. Any involuntary change shall be subject to the provisions in Article IV of this Agreement.
- B. Call Time and Overtime
 - 1. Any employee called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of time and one-half except Sundays and Holidays, which shall be at double time.
 - 2. Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work-week. For the purpose of determining the overtime, the following

shall count as regular work hours:

- a. Holidays
- b. Paid sick hours
- c. Paid vacation hours
- d. Other approved paid leaves.

3. Overtime shall first be offered to the regular members of the department by order of seniority on a rotation schedule. Overtime requiring specific qualifications shall take preference over equalization.

4. Employees shall be granted a ten (10) minute clean up period prior to the end of the shift.

5. All employees are required to work a reasonable amount of necessary overtime.

6. Any employee may be held over, at the Supervisor's discretion, for up to two (2) hours on any given workday to complete a task assigned for that day. Work in excess of the scheduled hours is subject to overtime pay.

7. Any employee called at home to return to work outside his/her normally scheduled work period will receive a minimum of two (2) hours pay.

C. Required training to meet Borough needs, which cannot be scheduled during normal time, will be compensated at straight time.

ARTICLE XV

HOLIDAY PAY

A. The following shall be considered paid holidays and compensation shall be the rate of eight (8) hours straight time payable in the pay period in which it falls.

B. In the event that a member is scheduled to work on any of the below listed days, then he/she shall be compensated at the rate of double time his/her hourly rate for the time worked.

C. The following shall be recognized as holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

ARTICLE XVI
VACATION SCHEDULE

- A. An employee shall be entitled to one week of vacation upon completion of twelve (12) months continuous service.
- B. An employee shall be entitled to two (2) weeks vacation upon completion of two (2) but less than seven (7) years of continuous service.
- C. An employee with eight (8) through twelve (12) years of continuous service shall be entitled to three (3) weeks of vacation. An employee with thirteen (13) years of service shall be entitled to four (4) weeks vacation.
- D. All vacations are to be taken in installments of not less than four (4) hours.
- E. Vacation requests submitted prior to March ^{1st} will be considered on a seniority basis. Vacation requests received after March ^{1st} will be considered on an "as received" basis. Vacation requests will be approved only after considering the needs of the Borough.
- F. Vacation entitlement not utilized in the year earned will be lost except as specified below:
 - 1. Written request submitted to the Borough Administrator..
 - 2. Vacation carry-over must be used prior to March 31 " of the following year.

ARTICLE XVII

LEAVES OF ABSENCE

A. *Personal Time*

Personal time is granted on the basis of four (4) days per year after one year of employment. A request for a personal day should be made to the department head of Borough Administrator as soon as the employee knows he/she wishes to take a personal day. A personal day may not be taken without this permission. Personal days are not cumulative.

B. *Bereavement*

1. In the event of death in the immediate family, an employee will be excused from the day of death through the day after the burial without charge to leave or loss of pay upon reasonable proof.

Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, father-in-law, mother-in-law, step-mother, step-father, or step-children. Extensions may be granted at the discretion of the Borough Administrator.

2. In the event of a death in the family not defined as "immediate", an employee will be excused on the day of burial, without charge to leave or loss of pay.

C. *Sick Leave*

1. Sick time is granted on a prorated basis of eight (8) days per year credited as of January 1, but not fully earned until December 31 of the same year. Sick time may not be accumulated while on extended sick leave. Sick time may not be taken and paid for without a doctor's certificate for the day prior to or the day after a regular paid holiday. Accumulated sick time, up to and including eighty (80) days, shall be compensated, upon retirement, at the rate of 50 % of the accumulated days.

D. *Absence from Duty*

The following regulations shall govern absence from duty:

1. An employee of the Borough may be absent from duty on account of personal sickness or disability.
2. No employee shall receive any part of his/her compensation while absent from duty except as stated herein.
3. When sick or disabled, after the effective date of this regulation, an employee may be granted sick leave with pay up to the extent of his/her accumulated sick time. Any employee absent from duty for more than the maximum time accumulated shall not be paid for any further sick time and will be given the right of reinstatement if, at the expiration of one (1) years leave of absence without pay, he/she recovers sufficiently to be returned to his/her position. A determination of sufficient recovery is to be determined by a physician appointed by the Borough Council and his/her report shall be deemed a final decision.

4. An employee isolated or quarantined because of exposure to a communicable disease shall be considered absent because of sickness and granted sick leave with pay during such isolation or quarantine up to the amount of accumulated 'unused sick time.
5. The Borough council may -require a physician's statement for an absence of more than one (1) day. If the illness or disability is of long duration, a physician's statement may be required for each thirty (30) days of continuous absence. In any case, the Borough Council may request a report from its own physician instead of the employee's for determining whether or not continued absence is necessary. This report will be deemed final.
6. The Borough Council may require a medical examination for any employee at any time by a designated physician. If the results of this exam determines that an employee is sick or disabled, it will subject the employee to all the provisions regarding sickness and disability.
7. An employee who does not utilize any of this allocated sick leave in any given year will receive one (1) additional personal day to be utilized the following year.

E. *Jury Duty*

Any employee of the Borough of Fine Beach called for jury duty will be allowed to perform that service without losing time or salary from his/her

regular work. It will be required that the employee return to work if his/her services as a juror do not require the full workday, and the employee will be able to keep the compensation he/she receives to perform this community service.

F. *Military Leave*

1. An employee who is a member of the National Guard, Naval Militia or of the reserve component of any of the Armed Forces of the United States, who is required to undergo annual field training or annual active duty shall be granted a leave of absence with pay for such period as provided by regulation.
2. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer, prior to the effective date.

G. *Injury Leave*

1. Any employee injured in the performance of his/her work will receive workers compensation benefits in accordance with the workman's compensation insurance regulations.
2. An employee who is injured during the performance of his/her duties, shall be entitled to injury leave with full pay for a period of not more than sixty (60) calendar days, with certification by a compensation physician. Such pay treatment shall be deemed non-cumulative and each injury shall entitle the employee to an additional sixty (60)

calendar days of full pay treatment, if all other prerequisites are met.

3. Additional time may be granted upon a continuing review by the certified compensation physician. However, such compensation will be made directly to the employee by the carrier.
4. This procedure does not apply to sick leave.

ARTICLE XVIII

LONGEVITY

- A. Longevity shall mean continuous employment to the Borough of Pine Beach.
- B. All employees hired before January 1, 2008 will receive a one-time longevity amount of 2.5% of their salary when they reach ten (10) years of service. This amount will be added to their salary in the first pay they receive following their tenth anniversary date with the Borough.
- C. No employee hired on or after January 1, 2008 will, receive longevity pay.

A R T I C L E X I X

UNIFORMS

A. Uniforms or equipment damaged while performing normal employee duties, other than normal wear, shall be replaced by the employer upon receipt of damaged uniform or equipment; and upon approval of the supervisor. The Borough agrees to provide ten (10) shirt, jump suits and jackets, of a quality similar or equal to carhartt jackets, to its employees.

B. SAFETY EQUIPMENT

The Borough shall furnish the following safety equipment for the appropriate employees:

1. Work gloves
2. Safety goggles
3. Hard helmets
4. Safety vest
5. Rain gear
6. Safety shoes or boots
7. Rain boots

Each employee shall receive an allowance of \$250.00 per year to be utilized for the purchase of above required footwear, which must meet PEOSHA standards. This amount shall be payable annually on the 30th of April.

ARTICLE XX

SALARY

All employees covered by this agreement shall receive raises as follows:

January 1, 2013 3.5%

January 1, 2014 3.0%

January 1, 2015 3.0%

January 1, 2016 2.0%

- A. Sewer Plant Operator
- B. Senior Public Works
- C. Public Works Employee Entry Level
- D. Public Worker - Specialized

ARTICLE XXI

HEALTH BENEFITS

A. The Borough shall provide to the employee and eligible dependents, BlueCross/Blue Shield, Rider J and Major Medical coverage at the present series in effect, with premiums being paid by the Borough. Employees shall contribute to the medical insurance as set forth by the State's guidelines (Appendix A) which are attached hereto and made a part hereof. It is understood that current state law regarding appendix A. sunsets in year 2015, prior to reaching maximum contribution levels. For the year 2016 and until and unless other terms are negotiated the health benefits contribution shall remain at the levels set in the year 2015. This amount may not be changed without negotiation.

The Borough with notice to the employees, may substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

B. DENTAL PLAN

The Borough shall provide a dental coverage plan. The Borough may, with notice to the employees, substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

This plan may not be changed without negotiation. The contributory costs shall be commensurate with State guidelines obligations, if any.

STATE GUIDELINES FOR INSURANCE CONTRIBUTION

How to use these tables:

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period and the full payment requirement . The tables cover single, employee “plus” (children, spouse, or partner), and family coverage.
2. Use the table that reflects the type of coverage chosen by the employee; then find the employee’s base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year.
3. Regardless, the employee’s contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.

SINGLE COVERAGE

Salary Range	2013	2014	2015
less than 20,000	1.13%	2.25%	3.38%
20,000-24,999.99	1.38%	2.75%	4.13%
25,000-29,999.99	1.88%	3.75%	5.63%
30,000-34,999.99	2.50%	5.00%	7.50%
35,000-39,999.99	2.75%	5.50%	8.25%
40,000-44,999.99	3.00%	6.00%	9.00%
45,000-49,999.99	3.50%	7.00%	10.50%
50,000-54,999.99	5.00%	10.00%	15.00%
55,000-59,999.99	5.75%	11.50%	17.25%
60,000-64,999.99	6.75%	13.50%	20.25%
65,000-69,999.99	7.25%	14.50%	21.75%
70,000-74,999.99	8.00%	16.00%	24.00%
75,000-79,999.99	8.25%	16.50%	24.75%
80,000-94,999.99	8.50%	17.00%	25.50%
95,000 and over	8.75%	17.50%	26.25%

Appendix A – Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

Salary Range	2013	2014	2015
less than 25,000	0.75%	1.50%	2.25%
25,000-29,999.99	1.00%	2.00%	3.00%
30,000-34,999.99	1.25%	2.50%	3.75%
35,000-39,999.99	1.50%	3.00%	4.50%
40,000-44,999.99	1.75%	3.50%	5.25%
45,000-49,999.99	2.25%	4.50%	6.75%
50,000-54,999.99	3.00%	6.00%	9.00%
55,000-59,999.99	3.50%	7.00%	10.50%
60,000-64,999.99	4.25%	8.50%	12.75%
65,000-69,999.99	4.75%	9.50%	14.25%
70,000-74,999.99	5.50%	11.00%	16.50%
75,000-79,999.99	5.75%	11.50%	17.25%
80,000-84,999.99	6.00%	12.00%	18.00%
85,000-89,999.99	6.50%	13.00%	19.50%
90,000-94,999.99	7.00%	14.00%	21.00%
95,000-99,999.99	7.25%	14.50%	21.75%
100,000-109,999.99	8.00%	16.00%	24.00%
110,000 and over	8.75%	17.50%	26.25%

Appendix A – Health Benefit Contribution Schedules (3 of 3)

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	2013	2014	2015
less than 25,000	0.88%	1.75%	2.63%
25,000-29,999.99	1.13%	2.25%	3.38%
30,000-34,999.99	1.50%	3.00%	4.50%
35,000-39,999.99	1.75%	3.50%	5.25%
40,000-44,999.99	2.00%	4.00%	6.00%
45,000-49,999.99	2.50%	5.00%	7.50%
50,000-54,999.99	3.75%	7.50%	11.25%
55,000-59,999.99	4.25%	8.50%	12.75%
60,000-64,999.99	5.25%	10.50%	15.75%
65,000-69,999.99	5.75%	11.50%	17.25%
70,000-74,999.99	6.50%	13.00%	19.50%
75,000-79,999.99	6.75%	13.50%	20.25%
80,000-84,999.99	7.00%	14.00%	21.00%
85,000-99,999.99	7.50%	15.00%	22.50%
100,000 and over	8.75%	17.50%	26.25%

C. DISABILITY PLAN

The Borough agrees to provide a disability plan (State Disability or its equivalent) to all employees, with the cost of the plan to be split 50/50 between the Borough and the employee. This plan may not be changed without negotiation.

ARTICLE XXII

- A. All employees who have approval to use personal vehicles for Borough business shall be reimbursed at the rate of twenty-five (25) cents per mile. Employees who are on call out time will be paid their mileage to and from home.
- B. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the Borough.
- C. Mileage on the odometer will be checked by the supervisor before an employee leaves and upon his/her return.

ARTICLE XXIII

JOB CLASSIFICATION

- A. Employees will normally work in their own classification.
- B. If an employee must work in a higher job classification than his/her current job for more than two and one-half (2 1/2) days consecutively, or more than ten (10) days annually, he/she shall be paid the higher rate of pay. The higher rate of pay shall be paid retroactively to the first date working in the higher job classification.
- C. If an employee is required to work in a lower classification, he/she shall receive their regular rate of pay.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Borough and any individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

- B. All benefits and practices in existence at the time of this Agreement shall continue to be in effect for the duration except specifically changed by this contract.

- C. In the event any provision of this Agreement is ruled upon by any court of competent jurisdiction or any public agency vested with the jurisdiction to rule upon same, and found to be illegal, then said provision shall be discontinued, and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXV

INCENTIVE PAY

- A. The Borough agrees to pay any employee covered by this agreement who possesses a Commercial Drivers License (CDL) a one time lump sum payment of two hundred fifty dollars (\$250.00).

- B. Commencing January 1, 1994, if any employee covered by this contract believes there is a license, which the employee must have in order to perform his/her job requirements for the Borough, the employee shall advise the Borough Administrator of the same. If the Borough concurs that the additional license is required, it shall approve payment for any required training course and the initial license fee. Upon presentation of the proof that the license has been obtained, the Borough agrees to pay any affected employee covered by this Agreement a one time lump sum payment of two hundred fifty dollars (\$250.00).

ARTICLE XXVI

DURATION

This Agreement shall be effective as of January 1, 2013 and shall continue in effect until December 31, 2016 subject to the Union's right to negotiate over a successor Agreement.

In witness thereof, the parties have caused the Agreement to be signed by their representatives.

FOR CWA LOCAL 1088

FOR THE BOROUGH OF PINE BEACH

Lawrence Cuneo, Mayor

WITNESSED THIS ____ **DAY OF** _____

2013

Charlene A. Carney, Municipal Clerk