

AGREEMENT

BETWEEN

SEASIDE PARK PUBLIC WORKS

EMPLOYEE ASSOCIATION

AND

BOROUGH OF SEASIDE PARK

January 1, 2011 through December 31, 2013

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THIS AGREEMENT, made this _____ day of _____.

BY AND BETWEEN:

BOROUGH OF SEASIDE PARK
Herein referred to as "Borough"

AND : **SEASIDE PARK PUBLIC WORKS
EMPLOYEE ASSOCIATION**
Herein referred to as "Association"

FOR THE PERIOD: January 1, 2011 to December 31, 2013

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees covered by this Agreement and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree with each other, with respect to those employees covered by this Agreement recognized as being represented by the Association and follows:

1. RECOGNITION, DUES CHECKOFF AND AGENCY SHOP

A. The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time personnel employed by the Borough of Seaside Park Department of Public Works, excluding all part-time employees, seasonal and temporary employees, clerical employees, managerial executives, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968. The term "employee covered by this Agreement" shall be defined to include the plural as well as singular, and to include males and females. The term "part-time employee" shall be defined as employees with regularly scheduled hours not exceeding twenty-five (25) hours per week.

B. Following the successful completion of probation, ninety (90) days, the Borough agrees to deduct from the earning of each employee covered by this Agreement Association member dues and special assessments when said employee covered by this Agreement has properly authorized such deductions in writing. The Association will indemnify, defend and save harmless the Borough against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough. The Borough will forward all dues

deduction monies collected on a monthly basis to the Secretary-Treasurer of the Seaside Park Public Works Employee Association. A list of names of deductees will be forwarded annually.

C. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee covered by this Agreement who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the Association shall pay an agency shop fee equal to eighty-five percent (85%) of the dues and special assessments of the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

2. BULLETIN BOARD, COFFEE BREAK & JOB POSTING

A. The Borough shall supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location in the Borough Garage for posting notices and bulletins pertaining to Association matters. All bulletins must have the approval of the Department supervisor or designee.

B. All coffee breaks will be taken at the Borough Garage in the area designated by the Department supervisor. By previous Agreement, the Borough discontinued the practice of providing equipment and supplies for the coffee break.

C. All employment positions, including promotions, shall be posted for at least five (5) days in a conspicuous place reserved for such purpose.

3. GRIEVANCE PROCEDURE

A. A "grievance" shall be a complaint arising out of interpretation, application or violation of policies, agreements and administrative decisions affecting the specific provisions of this Agreement.

B. No grievance can be instituted by any person under this agreement after fifteen (15) days beyond the occurrence of the issue being grieved.

C. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

STEP ONE. The aggrieved employee covered by this Agreement or the designated Association representative shall within fifteen (15) calendar days of the occurrence of the actual happening which gave rise to the grievance or fifteen (15) calendar days from the time when the employee covered by this Agreement should reasonably have been aware of its occurrence, discuss the problem with the Department supervisor who shall attempt to settle the problem within forty-eight (48) hours from the time it was presented.

STEP TWO. If the grievance is not resolved at STEP ONE, the Association shall present the grievance in writing to the Department supervisor within six (6) calendar days. With the mutual consent of both parties, discussions may ensue. The Department supervisor shall answer the grievance in writing within ten (10) calendar days after

receipt of the grievance, setting forth findings of facts, reasoning and conclusions on the issues submitted.

STEP THREE. If the grievance is not resolved at STEP TWO, or if no answer has been received by the Association within the time set forth in STEP TWO , the Association shall present the grievance in writing to the Mayor and Borough Council within six (6) days of the STEP TWO answer. With the mutual consent of both parties, discussions may ensue. The duly designated representative of the Mayor and Borough Council shall answer the grievance in writing within twenty -one (21) calendar days after receipt of the grievance.

STEP FOUR. If a grievance is not resolved at STEP THREE, or if no answer has been received by the Association within the time set forth in STEP THREE, such grievance shall, at the request of the Association or the Borough, be referred to the New Jersey Public Employee Relations Commission (PERC) for binding arbitration in accordance with its rules and regulations within twenty (20) calendar days.

4. SENIORITY

It is hereby agreed that the parties recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee covered by this Agreement to be affected.

5. FURLOUGHS

For the duration of the Agreement; i.e. January 1, 2011 to December 31, 2013, the employees covered by this Agreement shall not be subject to furloughs. The term "furlough" means the temporary, unpaid reduction in the employee's work hours and or work days while still remaining on the Borough's active payroll and eligible for all applicable benefits.

6. HOURS OF WORK

A. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week, and shall not apply to part time workers.

B. The basic work shall consist of forty (40) hours consisting of five (5) consecutive days. The basic work day shall consist of eight (8) hours per day, exclusive of a thirty (3) minute lunch period, 7:00 a.m. to 3:30 p.m. employees covered by this Agreement shall be granted on-half hour extra time off at lunch time on paydays.

C. Employees covered by this Agreement shall be granted one half hour extra time off at lunch time on pay days.

7. OVERTIME AND COMPENSATORY TIME

A. All work performed in excess of forty (40) hours, but not more than sixty (60) hours during one (1) work week, shall receive compensation at time and one-half. Any work performed in excess of sixty (60) hours during one (1) work week shall be paid at the rate of double time.

B. All work performed on emergency call-out basis shall be guaranteed three (3) hours minimum at the rate of time and one-half, regardless of the amount of time it takes to correct the emergency situation. If said emergency call-out falls on a recognized holiday, a three (3) hour minimum will be guaranteed at the rate of double time, regardless of the amount of time it takes to correct the emergency situation. Work performed under this section shall be limited to work that is necessary to correct the emergency situation, and at the conclusion of said work, the employee covered by this Agreement shall be free to go.

C. (COMPENSATORY TIME) In lieu of receiving pay for overtime work, employees covered by this Agreement, may, at their option, be entitled to compensatory time off work. Compensatory time must be taken within the calendar year of its accrual and shall not be carried over from year to year. Compensatory time shall be administered by the Department supervisor or designee who shall have the exclusive authority to determine when compensatory time may be taken.

Compensatory time will be given in accordance with the rate of pay for the time, i.e. time and one-half pay equal to time and one-half off, double time pay equal to double time off.

The parties reaffirm that all paid leave time will continue to be considered as work time for the purpose of applying the negotiated overtime article referenced in Paragraph A.

8. LONGEVITY

A. Each employee covered by this Agreement serving in a full-time position prior to January 1, 1994 shall be paid, in addition to the base pay, a longevity

increment based on years of full-time employment with the Borough in accordance with the following schedule:

After five (5) years	\$400.00
After ten (10) years	\$750.00
After fifteen (15) years	\$1,100.00
After twenty (20) years	\$1,400.00
After twenty-five (25) years	\$1,700.00

B. Employees covered by this Agreement hired after January 1, 1994 shall not be eligible to receive any longevity increment.

C. Payment for longevity increments shall not commence until the anniversary date which indicates the completion of five (5) years of service. Thereafter, the increment shall be computed as part of each employee's (who is covered by this Agreement) biweekly salary.

9. VACATION LEAVE

A. Each employee covered by this Agreement shall be granted annual paid vacation leave based on years of continuous full-time service with the Borough in accordance with the following schedule:

Up to one (1) year of service	one(1) day per month
1 thru 4 years	twelve (12) working days

5 thru 9 years	fifteen (15) working days
10 thru 14 years	eighteen (18) working days
15 thru 20 years	twenty (20) working days
21 st year and over	twenty-five (25) working days

B. Employees hired before January 1, 2011, who have earned more than twenty-five (25) days as of December 31, 2010, shall be entitled to retain and use those additional vacation days but will not earn additional vacation days.

C. Vacation shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. Vacation leave credits shall not accrue after an employee covered by this Agreement has resigned or retired although the employee covered by this Agreement is retained on the payroll until exhaustion of vacation or other compensatory leave. An employee covered by this Agreement who leaves the service of the Borough shall be paid for earned but unused vacation leave.

D. Vacation leave shall be scheduled with approval of the Department Head in accordance with departmental policies. Vacation must be taken during the calendar year in which it is earned. However, in the event that the duties of the employee prevent the full use of the earned vacation, ten (10) working days of the unused vacation may be carried over into the following year. Any unused vacation time carried over must be taken in the following year. This becomes effective January 1, 2012.

"Charlie Komella", however, will be permitted to carry over his prior year of vacation entitlements and shall be paid for earned, but unused, vacation leave at the end of the January 1, 2011 calendar year if he so retires. If Mr. Komella does not retire at the end of the January 1, 2011 calendar year then Subsection D will apply.

E. Continuous service, for the purpose of this section, shall mean employment with the Borough without actual interruption due to resignation, retirement or removal. Periods of employment before and after layoff, suspension, or leave without pay shall be considered continuous service.

10. HOLIDAYS

A. Each employee covered by this Agreement shall receive holiday pay equal to one day's without working the following days:

- | | |
|--------------------------|-------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Friday after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

B. An employee covered by this Agreement covered who is required to work on a holiday shall be compensated at the rate of time and one-half the employee's base

pay in addition to holiday pay.

C. The holidays set forth above shall be observed on the dates specified each December by the Borough Council, which shall be subject to change by the Borough Council upon thirty (30) days notice.

11. SICK LEAVE

A. Each employee covered by this Agreement is entitled to fifteen (15) working days of sick leave per calendar. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for five or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. Prior to returning to work, the Borough of Seaside Park may require an employee to be examined by a physician designated by the Borough of Seaside Park to verify fitness to return to normal duties. An employee will not be permitted to return until the verification is received.

B. Sick leave shall not accrue during a leave of absence without pay or suspension.

C. There will be no compensation for accumulated sick days, at the time of separation, for any reason.

12. BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be granted five (5) consecutive working days leave with pay upon the death of a member of the employee's immediate family. Unused bereavement leave within the calendar year does not accumulate. Additional leave without pay may be granted with the consent of the Department supervisor if the death of the member of the family is outside the State of New Jersey . Immediate family shall include spouse, children, parents, grandparents, brothers and sisters; also, spouse's parents, grandparents, brothers and sisters; and other permanent member of the employee's household. Bereavement leave is a separate and distinct benefit which will not in any way affect or cause a reduction in sick leave or vacation leave.

13. MEDICAL BENEFITS AND DISABILITY PROGRAM

A. The Borough shall continue to provide hospital, medical dental and vision care insurance as presently provided, or its equivalent. Effective January 1, 2011 each employee covered by this Agreement will contribute one and one-half percent (1-½%) of their base wages towards their medical expenses. The Borough shall have the option to change its present traditional health insurance plan to the plan options set forth in the New Jersey State Health Benefits Plan.

B. Each employee covered by this Agreement shall be permitted to enroll in the Medical Benefits Plan on the 1st of the month following two (2) full months of service

with the Borough or upon completion of a longer waiting period if required by the insurance provider.

C. Selection of an available health plan shall be made by each employee covered by this Agreement on an annual basis during the designated enrollment period in accordance with the requirements of the health insurance provider. Eligible employees covered by this Agreement electing not to participate in the Borough's Medical Health Benefits Plan shall receive an annual health insurance bonus equal to 25% of the cost of their health care benefits or \$5,000 whichever is lower.

D. Health insurance bonuses shall be prorated and paid in two (2) equal installments at the completion of the insurance period. Such election(s) by the employee covered by this Agreement shall be made in writing during the month prior to the policy renewal or other designated period, with the re-enrollment subject to the requirements of the insurance carrier upon change in family status (i.e. marriage, divorce, change in spousal coverage, birth, adoption).

14. DISABILITY INSURANCE FOR NON-OCCUPATIONAL ILLNESS OR INJURY

A. SHORT TERM DISABILITY INSURANCE. Each employee, covered by this Agreement, will be enrolled in a short term disability insurance program. The short term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The short term disability benefit is calculated as a percentage of the employee's salary or wages for duration of up to 180

days beginning after the employee has used all earned sick leave. The cost of the insurance will be the responsibility of the Borough of Seaside Park.

B. LONG TERM DISABILITY INSURANCE. Each employee covered by this Agreement will be enrolled in the long term disability insurance program. The long term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The long term disability program provides each employee covered by this Agreement with a continuing source of income in the event they are absent from work due to non-occupational illness or injury after the expiration of 180 days of short term disability coverage. Benefits are calculated as a percentage of the employee's salary. The cost of the insurance will be the responsibility of the Borough of Seaside Park.

C. The Borough shall provide all employees with copies of the short term and long term disability policies upon their request.

15. WORKERS' COMPENSATION

Each employee covered by this Agreement shall be granted a leave of absence with pay not exceeding one (1) year when said employee shall be injured or disabled resulting from or arising out of service with the Borough, provided that the examining physician designated by the Borough shall certify to such injury or disability. However, if the injury or disability arising out of service to the Borough falls within the definition of a "serious health condition" of the Family and Medical Leave Act (FMLA) then the provisions of the FMLA must be applied. Any amount of salary or wages paid or

payable to said employee for sick leave or disability leave of absence shall be reduced by the amount of any Workers' Compensation award. Any employee covered by this Agreement suffering from any non-work related injury or illness shall be placed on leave without pay for a period of six (6) months in accordance with the provisions of the New Jersey Statutes. Such leave may be renewed by the Department Supervisor for an additional period not to exceed six (6) months, but no further renewal or extensions of such leave may be granted except upon approval by the Mayor and Borough Council. However, if the non-work related injury or illness falls within the definition of a "serious health condition" of the Family and Medical Leave Act (FMLA) then the provisions of the FMLA must be applied. Benefits afforded an employee covered by this Agreement suffering from no-work related injury shall be governed according to the applicable statutes, rules, and regulations of the State of New Jersey in force and effect at the time of the injury or illness.

16. LIFE INSURANCE

The parties agree that the Borough of Seaside Park will provide each employee covered by this Agreement with life insurance policy equal to one times the employee's annual salary or wages.

17. PERSONAL LEAVE

A. Each employee covered by this Agreement shall be entitled to annual paid personal leave of three (3) days each calendar year.

B. Personal leave shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue after an employee covered by this Agreement has resigned or retired although said employee is retained on the payroll until exhaustion of vacation or other compensatory leave. Personal leave credits shall not accrue during a leave of absence without pay or suspension. Personal leave must be used during the calendar year earned and shall not accumulate from year to year.

C. Request for use of personal leave shall be granted at the discretion of the Department supervisor upon twenty-four (24) hours advance notice, unless emergency situations.

18. EDUCATION REIMBURSEMENT

All special licenses plus renewals required as part of employment with the Borough of Seaside Park Public Works Department will be paid for by the Borough.

All employees covered by this Agreement will be reimbursed by the Borough upon the successful completion (i.e. a passing grade) for any work related courses that were pre-approved by the Borough Council and taken at Ocean County College, Brookdale Community College or at one of New Jersey's State Universities.

19. SALARIES AND WAGES

A. The salary and wages for each employee shall be determined and paid in accordance with the Seaside Park Borough Salary Ordinances, as amended, in accordance with the schedule attached hereto as Appendix A.

The schedule contained within Appendix A is in accord with the following terms agreed upon the parties to this Agreement.

Effective January 1, 2011, and retroactive to said date, the employees covered by this Agreement shall receive a 5% increase to their annual base salary.

Effective January 1, 2012, and retroactive to said date, the employees covered by this Agreement shall receive a 3% increase to their annual base salary.

Effective January 1, 2013, the employees covered by this Agreement shall receive a 2% increase to their annual base salary.

The Borough will rollover the existing uniform allowance of \$1,100 into each member's base salary for all purposes (pension entitlements, overtime rates, etc.) effective January 1, 2012.

B. Retroactive payments under the terms of this Agreement will be made by the Borough as soon as practicable from the date that this Agreement is executed but no longer than 30 days from that date.

The year for determination of salary shall commence on the first day of January of each year. Any part of one (1) year shall be considered Full year for determining salary status if the individual is employed prior to July 1st.

C. The Borough will determine the starting wages for all new hires which will be consistent with the revised Appendix A that is to be prepared by the Borough referring to the new salary ranges/steps; i.e. "no employee shall be hired at a higher rate than that specified in Appendix A, as revised". The first and second steps of the Maintenance Repairer salary schedule shall be deleted.

D. **The Borough will adhere to any New Jersey statute or law passed by the state regarding pension contributions.**

20. TERMINATION AND EXTENSION OF AGREEMENT

The term of the Agreement shall be in full force and effect as of January 1, 2011 through December 31, 2013 and its terms and conditions effective with its commencement and retroactive to same.

21. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

22. NON-DISCRIMINATION

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

B. The Borough and the Association agree that all employees covered by 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 as provided by law. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

23. SAVING CLAUSE

In any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid , the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

24. SUCCESSOR AGREEMENT

The Borough and Association agree to commence in September 2013, the negotiation process to reach a successor to this Agreement which terminates on December 31, 2013. However, all the provisions of this Agreement will continue in full force and effect beyond the December 31st, 2013 expiration date of this Agreement until a successor Agreement has been executed and becomes effective between the parties.

25. PAYROLL LAG

The Borough has established a one week period for the payroll of all its employees to begin after all negotiated salary increases for 2011 have been implemented and retroactive salary payments paid. The Borough established this system in order to eliminate a one week "advance" payment of payroll in order that the Borough's Payroll Department can accurately compute payroll for all of its full-time employees including the Association's members. A two hour per pay period formula shall be used to establish the one week payroll lag. Upon separation from service, the unit member will receive full payroll compensation.

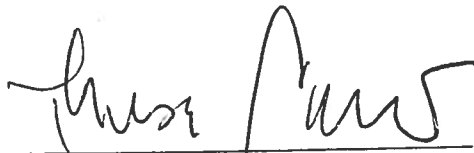
26. RETIREMENT HEALTH BENEFITS

Retirement health benefits for unit members who are at least fifty-five (55) years old during the calendar year 2011 and who have 25 or more years of service will be fully paid by the Borough for those unit members and their spouse (if married at the time of retirement) who retire prior to December 31, 2011. Unit members who wish to avail themselves of this benefit must provide written notice of their intent to retire to the Borough no later than September 30, 2011. The payment of these health benefits by the Borough will cease when the unit members who avail themselves of this program become eligible for Medicare.

IN WITNESS THEREOF, the parties have, by their duly authorized representative, set their hands and seals on the date first above written.

BOROUGH OF SEASIDE PARK

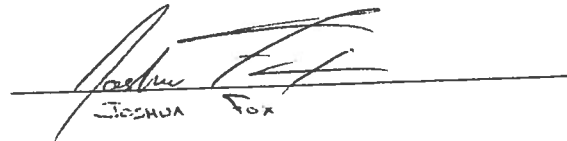
SEASIDE PARK PUBLIC WORKS
EMPLOYEE ASSOCIATION



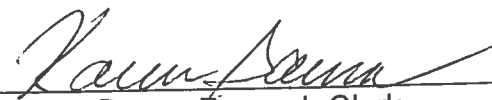
Thomas E. Connors, Mayor



Mons Honningsvaag



JOSHUA FOX

ATTEST: 

Karen Barna, Borough Clerk

APPENDIX A (with clothing rolled into base for 2012 and 2013)

FOR THE CALENDAR YEAR	2011		2012		2013		Occupancy
	5%	3%	5%	2%			
Assistant Supervising Maintenance Repairer	\$ 68,883	\$ 72,083	\$ 74,646	1	Johnson		
Senior Public Works Repairer	\$ 68,883	\$ 72,083	\$ 74,646	0			
Water/Sewer Treatment Plant Operator	\$ 68,883	\$ 72,083	\$ 74,646	0			
Equipment Operator	\$ 65,043	\$ 68,128	\$ 70,612	0			
Public Works Repairer	\$ 65,043	\$ 68,128	\$ 70,612	1	Reager		
Sanitation Driver	\$ 65,043	\$ 68,128	\$ 70,612	1	Cumella		
Mechanic	\$ 65,043	\$ 68,128	\$ 70,612	1	Honningsvaag		
Senior Maintenance Repairer	\$ 65,043	\$ 68,128	\$ 70,612	0			
Sewer Repairer/Water Repairer	\$ 44,881	\$ 47,361	\$ 49,430	1	Fox		
Maintenance Repairer (in title before January 1, 2006)							
Fourth Year	\$ 61,276	\$ 64,247	\$ 66,654	4	Colletti, Doidi, Harms, Ruhmshtattel		
Third Year	\$ 54,137	\$ 56,894	\$ 59,154	0			
Second Year	\$ 45,249	\$ 47,739	\$ 49,816	0			
First Year	\$ 38,514	\$ 40,802	\$ 42,740	0			
Maintenance Repairer (in title after January 1, 2006)							
Third Year	\$ 42,112	\$ 44,509	\$ 46,521	1	Homer		
Second Year	\$ 39,773	\$ 42,099	\$ 44,063	0			
First Year	\$ 37,339	\$ 39,592	\$ 41,506	0			
Laborer							
Third Year	\$ 34,381	\$ 36,546	\$ 38,399	0			
Second Year	\$ 33,371	\$ 35,505	\$ 37,337	0			
First Year	\$ 32,360	\$ 34,464	\$ 36,275	0			
Total Full Time				10			