

Effective: January 1, 1987
Expires: December 31, 1989

Point Pleasant Borough

AGREEMENT BETWEEN THE BORO OF POINT PLEASANT
A MUNICIPAL CORPORATION, AND THE TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 469

This agreement made and entered into this 23 Day of June 1987, by and between the Boro of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer," and Local 469, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter known and designated as the "Union".

WHEREAS, the Union has presented proof that it represents a substantial majority of a unit composed of all permanent employees working in the Public Works, Water and all Maintenance Workers of the Borough of Point Pleasant, and

WHEREAS, the Employer by virtue hereof has recognized as the sole and exclusive bargaining agent for all permanent full time employees working in the Public Works Department of the Borough of Point Pleasant, and

WHEREAS, the Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13-1 et seq (hereinafter Chapter 123) to negotiate with the Union as the said representatives of all permanent full time employees working for the Public Works Department and in other maintenance positions of the Borough of Point Pleasant who are members of the Union and to provide orderly and peaceful procedures for representing employee grievances and proposals, and

WHEREAS, the Employer on its own behalf of the citizens of the Borough of Point Pleasant hereby retains and reserves unto itself without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey and of the United States, and

WHEREAS, the exercises of the foregoing powers, authorities, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States, and

X Jan. 1, 1987 Dec. 31, 1989

- (1) A statement that the Union has determined the amount of representation fee in accordance with the formulated requirements of N.S.J.A. 34:13A-5.4.
- (2) A statement that the Union has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- (3) A statement establishing the amount of representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

b. On the first day of each month, as necessary, the Union 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 Union, and a request that the representation fee of such nonmembers 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 Union.

d. Payroll Deduction Schedule

The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks.

- (1) following receipt of the above list, 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 lay-off, 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 fees of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

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

Section 2.

a. Lunch period for employee starting 7:30 a.m. shall be 12:00 noon to 12:30 p.m. for which the employee shall not be paid. Should an employee be required to work through his lunch period because of an emergency, he shall be paid for such period and given an opportunity to take a lunch break not to exceed twenty (20) minutes as soon is practicable.

b. Past practice shall continue as to starting time.

c. In 1987, the morning break shall be twenty-five (25) minutes and the afternoon break shall be eliminated. Men would leave work at 3:45 p.m. rather than 4:00 p.m. Overtime will commence after 3:45 p.m. when this new schedule is implemented.

In 1988, the morning break shall be twenty-five (25) minutes and there would be no afternoon break. The workday shall end at 4:00 p.m.

Section 3.

a. When an employee is not scheduled for work and his services are required, he may be called to work and his time shall start when he arrives at the Boro garage.

b. When an employee is called to work under the above conditions, he shall be guaranteed a minimum of three and one-half (3 1/2) hours' pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1 1/2) rate.

Section 4.

a. Employees shall be entitled to a 1/2 hour meal break with pay and a \$5.00 allowance after working two (2) hours of overtime which is continuous with the normal eight (8) hour workday. Employees, shall be entitled to additional pay 1/2 hour meal breaks and a \$5.00 meal allowances every four (4) hours of continuous work thereafter.

Article 5. Vacations.

Section 1.

a. Each member of the collective bargaining unit shall be entitled to the following vacations with pay at his regular rate of pay:

LENGTH OF SERVICES:	VACATION TIME:
A. Up to one (1) Year.	One (1) working day for each month of service.
B. Second (2nd) through fifth (5) Year.	Fourteen (14) working days.
C. Sixth (6th) through tenth (10) Year.	Seventeen (17) working days.
D. Eleventh (11th) through fifteenth (15th) Year.	Twenty (20) working days.
E. Sixteenth (16th) through twentieth (20th) Year.	Twenty-three (23) working days.
F. Twenty-first (21st) through twenty-fifth (25th) Year.	Twenty-six (26) working days.
G. Twenty-six (26th) Year and thereafter.	Twenty-nine (29) working days.
H. During the final year of employment, employees shall be entitled to one-twelfth (1/12th) of annual vacation based upon years of service for each month of service.	

b. The department head shall set up mandatory vacation schedule and submit to Municipal Administrator for written approval. No man on vacation shall be required to work unless so authorized by the Municipal Administrator. Vacation picks may be required as early as January 31 of the year in question.

c. Accumulated vacation days shall be paid out at termination at the per diem rate in place when a particular day was earned. All days earned in 1983 or earlier will be paid at 1983 rates. Banked time will be utilized on a first-in-first out basis. Time earned in the current year must be utilized before banked time can be drawn upon.

d. Starting in 1988, only 2 men would be allowed on vacation between November 15 and January 15 except as otherwise provided below. At other times of the year, up to 4 men would be allowed on vacation at any one time. For the purpose of calculating the number of persons to be on vacation, managerial personnel and clerks would not be counted. During the week of Christmas and New Years, up to 3 men will be allowed on vacation.

Article 8. Seniority and Permanent Security.

Section 1.

Newly hired permanent employee shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated any time during said period without recourse whatsoever.

Section 2.

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

Section 4.

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness, seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this Section shall be subject to the grievance machinery.

Section 5.

One (1) steward shall have during the respective period in such capacity, top seniority, except for promotion purposes, and after his period of service he shall have a normal seniority status with respect to layoff and recall.

Section 6.

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a. Voluntary resignations;
- b. Discharge for just cause;

Section 3.

Employees shall receive a uniform allowance stipend. The amount payable will nominally be \$848.00 in 1987, \$916.00 in 1988, and \$974.00 in 1989 but will be increased by a percentage identical to each employee's longevity entitlement. The allowance shall be payable in two installments; one on the first pay period in April and the second on the first pay period in September.

If a percentage increase is negotiated in a successor Agreement, the Borough agrees to also apply the percentage increase to the uniform allowance.

Article 10. Bulletin Board.

Bulletin boards will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

Article 11. Nondiscrimination.

The Employer agrees that it will not discriminate against an employee because of his activities as a member of a Union. There shall be no discrimination against an employee because of his race, religious creed, national origins, political affiliation, sex, and Union affiliation.

Article 12. Maintenance of Existing Conditions.

It is the intent of the Employer and the employee that any presently existing working conditions are to remain in full force and effect except as specifically modified by this Agreement.

Article 13. Grievance Machinery.

Section 1.

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.

A aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence or such grievance shall be deemed waived.

Article 14. Jury Duty.

Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid full pay with credit given to the Municipality for jury check.

Article 15. Rights of Visitation.

Section 1.

The Business Agent or his representatives, or any officer of the Union, shall have the admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Superintendent of Public Works for permission to visit, which permission shall be reasonably granted. It being understood, however, that such representative shall not, in any way, interfere with the operation of the Municipal offices or shops during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

Article 16. Wages.

Section 1.

a. The salary schedule for the unit shall be as contained in attachment salary schedules.

b. Employees shall progress through the salary scale one year at a time on their anniversary date.

c. Performance evaluations will be performed by an employee's immediate Supervisor. Formal evaluation will be undertaken of each employee at least twice per year. Withholding of increments for unjustified and undocumented reasons would be grievable. Performance evaluations may serve as a basis for withholding step increase for employees hired after January 1, 1983.

e. When an employee moves from one grade to another because of promotion or upgrade, his base salary shall be increased 5% and his salary shall be established at the next higher increment in the new grade.

f. New employees will start at Step 1 on the scale unless that person has experience significant enough to warrant placement at a higher step as determined by the Borough.

d. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

Section 2.

Employees shall immediately or at the end of their shifts, report all defects in the equipment to their immediate superior. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The employer shall not make or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Maintenance Department and the tag has been removed.

Article 19. Medical, Surgical and Health Plans

Section 1.

The Borough agrees to provide medical and dental insurance which is equivalent to the Blue Cross/Blue Shield PACE program currently in existence. The Boro shall meet with the employees group and discuss any change in insurance carriers prior to implementating 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 Boro will indemnify employees against reduced benefits from the time that a new plan is implemented and until a grievance arbitrator's decision is rendered. The Boro will also implement the decision of the arbitrator regarding reinstatement of the old plan, further indemnification of employees, or any other remedy he may specify.

Section 2.

The Boro shall have the right to institute cost savings medical insurance programs such as:

- ..coordination of benefits
- ..ambulatory care
- ..second opinion surgery.

Section 3.

A full family prescription plan shall be provided. This shall include a \$2.00 co-pay for generic drugs, and a \$4.00 co-pay for non-generic drugs, and a mail-order option.

Section 4.

There shall be at least two (2) men present, one (1) of whom may be the foreman or supervisor at any work or testing below ground surface.

Article 22. Management Rights.

Section 1.

a. The Employer retains the right to manage and control its facilities and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

b. The Employer agrees to provide three (3) working days' notice to an employee and the Union if the employee is to be suspended without pay.

Section 2.

Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him by federal or state law, and all the rights enumerated in this Agreement.

Section 3.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such rights may be specifically modified by the terms of this Agreement.

Article 23. Applicable Laws.

Section 1.

Nothing herein shall abrogate or in any way modify any of the rules and procedures of the New Jersey Civil Service Commission, then the provisions of this Agreement to that extent shall be null and void.

Section 2.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state and local laws.

MEMORANDUM OF UNDERSTANDING

RE: TIME SPENT UNDERGOING TRAINING

It is understood and agreed to by the Borough and by the Teamsters Local #469 that, when employees of the Department of Public Works undergo training which is approved by the Borough during other than normal working hours, they shall be entitled to receive compensatory time on a straight time basis for every hour spent in training.

AGREED TO:

Paul Laracy 6/22/87
Paul Laracy, Municipal Administrator

Fred Potter
Fred Potter, Teamster Local #469

June 23, 1987
Date

**ATTACHMENT 2
Salary Scale**

	1986					
	1	2	3	4	5	6
1	\$11,857	\$12,852	\$13,868	\$14,884	\$15,899	\$16,915
2	\$13,507	\$14,664	\$15,821	\$16,979	\$18,137	\$19,293
3	\$15,384	\$16,702	\$18,020	\$19,337	\$20,655	\$21,972
4	\$16,007	\$17,380	\$18,753	\$20,125	\$21,497	\$22,870
5	\$16,634	\$18,059	\$19,485	\$20,910	\$22,336	\$23,761
6	\$17,257	\$18,737	\$20,216	\$21,694	\$23,174	\$24,653
7	\$18,508	\$20,095	\$21,681	\$23,268	\$24,885	\$26,442
	1987					
1	\$12,547	\$13,623	\$14,700	\$15,777	\$16,853	\$17,930
2	\$14,317	\$15,544	\$16,770	\$17,998	\$19,225	\$20,451
3	\$16,307	\$17,704	\$19,101	\$20,497	\$21,894	\$23,290
4	\$16,967	\$18,423	\$19,878	\$21,333	\$22,787	\$24,242
5	\$17,632	\$19,143	\$20,654	\$22,165	\$23,676	\$25,187
6	\$18,292	\$19,861	\$21,429	\$22,996	\$24,564	\$26,132
7	\$19,618	\$21,301	\$22,982	\$24,664	\$26,378	\$28,029
	1988					
	Jan. 1					
1	\$13,175	\$14,304	\$15,435	\$16,566	\$17,696	\$18,826
2	\$15,033	\$16,321	\$17,609	\$18,898	\$20,186	\$21,473
3	\$17,122	\$18,589	\$20,056	\$21,522	\$22,989	\$24,455
4	\$17,816	\$19,344	\$20,872	\$22,399	\$23,926	\$25,454
5	\$18,514	\$20,100	\$21,687	\$23,273	\$24,860	\$26,446
6	\$19,207	\$20,854	\$22,500	\$24,145	\$25,793	\$27,439
7	\$20,599	\$22,366	\$24,131	\$25,897	\$27,697	\$29,430
	Jul. 1					
1	\$13,570	\$14,733	\$15,898	\$17,063	\$18,226	\$19,391
2	\$15,484	\$16,811	\$18,137	\$19,465	\$20,792	\$22,117
3	\$17,636	\$19,147	\$20,658	\$22,168	\$23,679	\$25,188
4	\$18,350	\$19,924	\$21,498	\$23,071	\$24,644	\$26,218
5	\$19,069	\$20,703	\$22,337	\$23,971	\$25,606	\$27,239
6	\$19,783	\$21,480	\$23,175	\$24,870	\$26,566	\$28,262
7	\$21,217	\$23,037	\$24,855	\$26,674	\$28,528	\$30,313
	1989					
	Jan. 1					
1	\$14,430	\$15,668	\$16,906	\$18,145	\$19,382	\$20,621
2	\$16,466	\$17,876	\$19,287	\$20,699	\$22,110	\$23,520
3	\$18,754	\$20,361	\$21,968	\$23,573	\$25,180	\$26,785
4	\$19,514	\$21,187	\$22,861	\$24,534	\$26,206	\$27,880
5	\$20,278	\$22,015	\$23,754	\$25,491	\$27,229	\$28,966
6	\$21,038	\$22,842	\$24,645	\$26,447	\$28,251	\$30,054
7	\$22,563	\$24,497	\$26,431	\$28,365	\$30,337	\$32,235

**Note: Horizontal Axis : Steps
Verticle Axis : Grades**