

**A G R E E M E N T**  
**BETWEEN**  
**BOROUGH OF UNION BEACH**  
**AND**  
**LOCAL UNION NO. 641, MERCHANDISE LOCAL**  
**AFFILIATED WITH**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**  
**CHAUFFEURS, WAREHOUSEMEN AND**  
**HELPERS OF AMERICA**  
  
**FOR THE YEARS 1995 AND 1996**

APPENDIX

SALARIES FOR TEAMSTER'S CONTRACT EMPLOYEES

Compensation is on an hourly basis unless otherwise specified:

1995 Pay shall be Retro-active to JANUARY 1, 1995.

1996 Pay shall commence on JANUARY 1, 1996.

Union Plans are for full-time employees only.

<u>EMPLOYEE</u>	<u>1995</u>	<u>1996</u>	<u>FREQUENCY</u>
COMMUNICATIONS OPERATOR/ DISPATCHER	\$ 10.76	\$ 11.19	HOURLY- BI-WEEKLY
SENIOR CLERK/TYPIST	\$ 18,425.50	\$19,162.52	BI-WEEKLY
TAX CLERK	\$ 18,133.45	\$18,858.78	BI-WEEKLY
CLERK-TYPIST	\$ 17,283.44	\$17,974.78	BI-WEEKLY
<u>STREET DEPARTMENT:</u>			
WORKING FOREMAN/ SUPERVISOR OF STREETS	\$ 16.55	\$ 17.21	HOURLY- BI-WEEKLY
EQUIPMENT OPERATOR	\$ 15.60	\$ 16.22	HOURLY- BI-WEEKLY
PUBLIC WORKS REPAIRMAN	\$ 15.60	\$ 16.22	HOURLY- BI-WEEKLY
LABORER [NO. 1]	\$ 14.83	\$ 15.42	HOURLY- BI-WEEKLY
[Hired Prior to December 16, 1994 Agreement with Teamsters Local 6411]			
* LABORER [NO. 2]	\$ 10.40	\$ 11.88	HOURLY- BI-WEEKLY
[Two Employees hired pursuant to December 16, 1994 Agreement With Teamsters Local 6411.			
BUILDING MAINTENANCE MAN	\$ 9.85	\$ 10.24	HOURLY- BI-WEEKLY

\* [See attached APPENDIX IA, for Two Laborers hired pursuant to December 16, 1994 Agreement set forth as Appendix IA.]

# Borough of Union Beach



Telephone (908) 264-2277

Fax # (908) 264-1267

MUNICIPAL BUILDING, 650 POOLE AVE.  
UNION BEACH, N. J. 07735

TEAMSTERS LOCAL 641  
714 RAHWAY AVENUE  
UNION, NEW JERSEY 07083

ADDENDUM TO CONTRACT  
APPENDIX IA

ATT: MR. MARTIN GILLEN

GENTLEMEN:

IN CONVERSATIONS WITH MAYOR CARMEN STOPPIELLO, THE BOROUGH IS WILLING TO HIRE AN ADDITIONAL TWO PUBLIC WORKS EMPLOYEES. THE MAYOR ALSO INDICATED THAT WE WOULD LIKE TO HIRE THEM AT THE STARTING RATE OF \$10.00/HOUR WITH A YEARLY GROSS OF \$20,800.00.

THE BOROUGH WOULD OVER THE NEXT THREE YEARS ADJUST THE PAY SCALE TO BE IN COMPLIANCE WITH THE REGULAR APPROVED SALARY. FOR EXAMPLE, BASED ON THE 1994 CONTRACT SALARY, THE INCREMENTS WOULD BE AS FOLLOWS:

1995 -	\$20,800.00
1996 -	\$23,754.00
1997 -	\$26,708.00
1998 -	\$29,660.00 (1994 CONTRACT SALARY)

THE BOROUGH WOULD ADJUST THE INCREMENTS BASED UPON ANY NEW WAGE RATES THAT ARE SUBSEQUENTLY APPROVED BETWEEN YOUR UNION AND THE BOROUGH.

ALSO, THE TWO NEW HIREES WOULD RECEIVE FULL BENEFITS THAT ARE CURRENTLY BEING OFFERED BY THE BOROUGH AFTER A 90-DAY PROBATIONARY PERIOD.

THIS AGREEMENT WOULD BE LIMITED TO THE PUBLIC WORKS DEPARTMENT ONLY.

  
MARTIN GILLEN,  
TEAMSTERS LOCAL 641,

  
CARMEN STOPPIELLO,  
MAYOR

DATED: January 10, 1995

ATTEST:

  
MARY SABIK, BOROUGH CLERK

## PREAMBLE

THIS AGREEMENT, made and entered into on this 26<sup>th</sup> day of May, 1995, by and between THE BOROUGH OF UNION BEACH, a Municipal Body, having its principal business facility located at 650 Poole Avenue, Union Beach, New Jersey 07735, (hereinafter referred to as "BOROUGH"), and LOCAL UNION 641, MERCHANDISE LOCAL, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Labor Organization having its Offices located at 714 Rahway Avenue, Union, New Jersey 07083, (hereinafter referred to as "UNION"), represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

As used herein, the term "EMPLOYEE" shall be interpreted to include both Male and Female employees, and when the masculine gender is used in reference to employees, it shall be interpreted to be applicable in both male and female employees.

## ARTICLE I:

### RECOGNITION:

In accordance with the "Certificate of Representative" of the Public Employment Relations Commission dated October 22, 1980 (Docket No. RO-81-32), the Borough recognizes the Union as the exclusive collective Negotiations Agent in matters pertaining to wages, hours of work and other conditions of employment for all full-time non-supervisory employees employed by the Borough of Union Beach, but excluding Police, Managerial

**ARTICLE I, RECOGNITION: (Cont'd.)**

Executives, Supervisors within the meaning of the Act, confidential employees, professional employees, elected officials, Director of Public Works, Borough Clerk and Tax Collector.

**ARTICLE II:**

**DUES DEDUCTIONS:**

A. The Borough agrees to deduct from the wages or salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the Union Office by the Fifteen (15th) day of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either a new authorization from each of its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-Off"

**ARTICLE II, DUES DEDUCTIONS: (Cont'd.)**

Authorization form and the Union will secure the signatures of its members on the forms and deliver signed forms to the Borough. The Union shall indemnify, defend and save the Borough harmless against any and all 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 wage or salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. The amount of dues will be certified to the Borough by the Secretary-Treasurer of the Union.

**ARTICLE III:**

**REPRESENTATION FEE:**

**A. PURPOSE OF FEE:**

If an employee does not become a Member of the Union during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that Membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

**ARTICLE III, REPRESENTATION FEE: (Cont'd.)**

**B. AMOUNT OF FEE:**

**1. NOTIFICATION:**

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

**2. LEGAL MAXIMUM:**

In order to adequately off-set the per capita cost of service rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union Membership year immediately following the effective date of the change.

**C. DEDUCTION AND TRANSMISSION OF FEES:**

**1. NOTIFICATION:**

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer, a

**ARTICLE III, REPRESENTATION FEE: (Cont'd.)**

list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

**2. PAYROLL DEDUCTION SCHEDULE:**

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Employer; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

**3. TERMINATION OF EMPLOYMENT:**

If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the



**ARTICLE III, REPRESENTATION FEE: (Cont'd.)**

Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**4. MECHANICS:**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

**5. CHANGES:**

The Union will notify the employer in writing, of any changes in the list provided for in Paragraph 1., above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

**6. NEW EMPLOYEES:**

On or about the last day of each month, 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 30 day period. The list will include names, job titles, and dates of employment for all such employees.

**ARTICLE IV:**

**PROBATIONARY EMPLOYEES:**

A. All newly hired employees shall be on probation for a period of three (3) months, following their calendar date of hire.

B. During the probationary period, an employee may be discharged for any reason which need not be stated by the Borough, and, in which event, there is no recourse by the Union or any employee to the grievance or arbitration procedures in this Agreement.

C. Unless specifically provided otherwise in this Agreement, during the probationary period, employees will be entitled to receive no paid benefits other than wages and will receive no credits for paid benefits following the probationary period provided, however, that employees shall, following their probationary period, accrue Seniority credits from the date of hire in order to determine their anniversary dates for vacation purposes.

**ARTICLE V:**

**HOURS OF WORK AND WORK WEEK:**

The normal work day for employees of the Department of Public Works, shall consist of eight (8) hours of work per day, exclusive of a one hour unpaid luncheon period and the normal work week shall consist of forty (40) hours of work per week or Five (5) Eight (8) hour days of work.

**ARTICLE V, HOURS OF WORK AND WORK WEEK: (Cont'd.)**

Full-Time Police Dispatchers shall have a normal work week consisting of forty (40) hours of work per week, or Five (5) Eight (8) hour days of work.

Clerical Employees shall have a work week consisting of Thirty-two and One-half (32 1/2) hours of work per week, or Five (5) Six and One-half (6 1/2) hour days of work.

**ARTICLE VI:**

**OVER-TIME AND PREMIUM PAY:**

A. Time and One-half the employees' regular straight time rate of pay will be paid to employees for all hours worked in excess of eight (8) hours in any work day and/or in excess of forty (40) hours worked in any work week.

B. Time and One-half the employees' regular straight time rate of pay, will be paid to employees for all work performed on Saturday or Sunday.

C. Employees who are recalled from home to work after completing their regular shift shall receive for such "Call out" a minimum of two (2) hours compensatory time or two (2) hours pay in lieu thereof, at time and one-half rate of pay.

Employees shall be required to perform only the job for which they are called out and in addition, any emergency which arises.

D. The normal working hours for employees in the Department of Streets, in the winter are from 7:30 A.M. to 4:30 P.M. with one unpaid hour off for lunch. In the summer, the

**ARTICLE VI, OVER-TIME AND PREMIUM PAY: (Cont'd.)**

working hours are from 6:30 A.M. to 3:30 P.M. with one unpaid hour off for lunch. The change from the winter to summer hours and vice versa, shall be at the direction of the Director of Public Works, upon two (2) weeks notice posted on the Bulletin Board.

If an employee is called to work prior to the normal working hours by the Borough, or is required by the Director to work through his lunch break, due to an emergency, he shall continue to work until the normal stopping time and receive over-time pay for work over eight (8) hours. The Employer shall not send him home before the normal stopping time in order to prevent over-time hours.

E. Over-time for all employees, skilled, non-skilled and foremen included, shall be offered to employees on a rotating basis from a list of all employees which is to be initially established by seniority, the most senior employee to be on the top of the list and the least senior on the bottom. The Director or person in charge in his absence, shall post the list and offer over-time to the then top name on the list. Once an employee accepts over-time or rejects it, after it has been offered, he shall initial and date the list and be rotated to the bottom of the list. This list shall carry over from one Calendar Year to the next.

**ARTICLE VII:**

**HOLIDAYS:**

A. The Borough shall provide all of the employees covered by this Agreement, the following Holidays with full pay at the employee's regular straight-time rate of pay, though no work is performed on such days:

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| 1. NEW YEAR'S DAY                   | 8. LABOR DAY                         |
| 2. MARTIN LUTHER KING'S<br>BIRTHDAY | 9. COLUMBUS DAY                      |
| 3. PRESIDENT'S DAY                  | 10. VETERAN'S DAY                    |
| 4. LINCOLN'S BIRTHDAY               | 11. GENERAL ELECTION DAY<br>(Annual) |
| 5. GOOD FRIDAY                      | 12. THANKSGIVING DAY                 |
| 6. MEMORIAL DAY                     | 13. DAY AFTER THANKSGIVING DAY       |
| 7. INDEPENDENCE DAY                 | 14. CHRISTMAS DAY                    |
|                                     | 15. THREE (3) PERSONAL DAYS*         |

\*Personal Days must be used during the Calendar Year. They may not be carried over.

In the event a Holiday falls on a Saturday or Sunday, the employee shall receive the previous FRIDAY off if the holiday falls on Saturday, and the succeeding MONDAY off if the holiday falls on a Sunday.

B. If work is performed on any of the aforementioned holidays, the employee performing the work shall receive time and one-half his regular straight time rate of pay for all hours worked on the holiday, in addition to the aforementioned holiday pay.

C. If a holiday occurs during an employee's scheduled day off or a scheduled vacation period, the employee shall receive regular straight time rate of pay or an extra day off with pay.

**ARTICLE VII, HOLIDAYS: (Cont'd.)**

D. Employees must work the scheduled work day before and the scheduled work day after, in order to receive Holiday Pay, unless excused by the Director, or by a note from a doctor that the employee was unable to work. If the absence is caused whereby the employee is scheduled for JURY DUTY, or if the employee has a death in the family, in those instances, the employee will receive Holiday Pay.

**ARTICLE VIII:**

**VACATIONS:**

A. Vacations with pay shall be provided to eligible full-time employees who qualify for same. The vacation benefits shall be determined in accordance with the following schedule:

<u>PERIOD OF CONTINUOUS EMPLOYMENT:</u>	<u>AMOUNT OF VACATION:</u>
Up to SIX (6) MONTHS Employment	0 DAYS
After SIX (6) MONTHS Employment provided Date of Hire precedes APRIL 1st of a Calendar Year	6 DAYS
After ONE (1) YEAR Employment commencing with the Date of Hire	12 DAYS
After FIVE (5) YEARS Employment commencing with the Date of Hire	15 DAYS
After TEN (10) YEARS Employment commencing with the Date of Hire	20 DAYS
After FIFTEEN (15) YEARS Employment commencing with the Date of Hire	25 DAYS
After TWENTY-FIVE (25) YEARS Employment commencing with the Date of Hire	30 DAYS

**ARTICLE VIII, VACATIONS: (Cont'd.)**

B. Vacation pay shall be at the employee's hourly rate of pay times eight (8) hours, or in the case of Clerical Workers by multiplying the employee's hourly rate of pay by six and one-half (6 1/2 hours).

C. In scheduling vacation, the Borough wherever possible, will grant employees' preferences; provided, however, that the Borough shall have the right to schedule vacations so that it has a minimal adverse effect on efficient operation and management of the Borough's facilities. If more than one employee in the same Department or on the same shift requests the same vacation dates, and the Borough determines that all such requests cannot be granted, vacation requests will be granted according to seniority, and the same will be scheduled by APRIL 1ST for that Calendar Year.

D. In the event an eligible employee is laid off for any period during his vacation year, he shall receive a pro-rate vacation benefit computed on a monthly basis for any period he worked during a vacation year.

E. In the event an eligible employee's services are terminated for any reason, or if the employee quits, he shall be entitled to any vacation benefit which had accrued during the vacation year prior to his termination; provided, however, that in the case of a quit, not less than two (2) weeks prior written notice of resignation is given to the Borough. In the event of

**ARTICLE VIII, VACATIONS: (Cont'd.)**

the death of an employee, his personal representative shall receive his accrued pro-rate vacation benefit upon submission of proper instrument or authority. In the event of the retirement of an employee, he shall receive his accrued pro-rate vacation benefit up to the date of retirement as provided by Civil Service Law. In no event shall vacation not be granted or taken, accumulate beyond the next succeeding calendar year. If not taken in the next succeeding calendar year, the employee shall forfeit any such entitlement.

F. In the event an eligible employee is on a leave of absence, the period spent on such leave of absence shall not be included in determining the employee's anniversary year for vacation purposes and shall not be credited as time worked for purpose of vacation time accruals; provided, however, that if the leave of absence, not to exceed a period of Six (6) months, is caused by an injury sustained by the employee within the scope of his or her employment with the Borough, the period spent on such leave of absence up to six (6) months shall be included in determining the employee's anniversary year for vacation purposes and shall be credited as time worked for purpose of vacation time accruals.

**ARTICLE IX:**

**FUNERAL LEAVE:**

Every employee shall be granted leave with pay on the death



**ARTICLE IX, FUNERAL LEAVE: (Cont'd.)**

of a member of his immediate family. Such leave shall be in accordance with the provisions of the Contract herein signed. In any event, such leave shall be from the date of death, up to and including the date of burial. If the funeral is outside the State of New Jersey, additional travel time shall be provided up to a maximum of five (5) days. Family shall include spouse; children; parents; brothers; sisters; and spouse's parents; brothers and sisters and grandparents of employee and/or spouse.

**ARTICLE X:**

**SICK LEAVE:**

A. All full-time employees who have completed twelve (12) months of service as of the execution of this Agreement are entitled to fifteen (15) days annual sick leave every year of this Agreement.

B. All other full-time and new full-time employees shall become eligible to qualify for the same sick leave as provided in Paragraph A. above upon the completion of twelve (12) months of service, inclusive of the probationary period. Such sick leave benefits shall begin to accrue after the employee becomes so eligible and shall be pro-rated on a monthly basis during the first year of his eligibility.

C. Sick leave may also be utilized when a member of an employee's immediate family is seriously sick or ill, and it is required of the employee to attend to that member.

**ARTICLE X, SICK LEAVE: (Cont'd.)**

D. An employee shall be reimbursed at the rate of SIXTY DOLLARS (\$60.00) for each unused sick leave day with a maximum of Two Hundred (200 days). No compensation will be paid for any unused sick leave days in excess of Two Hundred (200).

Termination in good standing shall not be deemed to be attained if any employee fails to provide the Borough with at least FOURTEEN (14) DAYS advance written notice, in the event of a quit, or if an employee is terminated for a crime of moral turpitude.

E. If an employee is absent due to illness, over three (3) days, the Borough will require a Doctor's note.

**ARTICLE XI:**

**REST BREAKS:**

All employees shall receive two (2) fifteen (15) minute rest breaks during their normal work day. The break time shall be as near the middle of the half day of each work day as possible.

**ARTICLE XII:**

**JOB POSTING:**

Whenever job openings, recall from lay-offs or newly created jobs occur, the Borough shall comply with all Civil Service Rules and Regulations, (State Department of Personnel), with respect to notification, posting, testing, recall and

hiring.

**ARTICLE XIII:**

**SAFETY AND HEALTH:**

A. The Borough shall continue its present policy and requirements of pre-employment physical examinations. It shall pay the entire cost of such examinations.

B. A Safety Committee consisting of one person designated by the Union, and one person designated by the Borough shall be instituted for the purpose of discussing conditions at the Borough's Facility and recommending measures to improve and maintain the health and safety of its employees.

C. The Clothing Allowance shall be only for Public Works employees in Street and Maintenance Departments, and for Full-time Dispatchers, and shall exclude Clerical Workers.

D. Uniforms shall be provided for each employee in the Streets and Maintenance Departments, with the cost to the Borough not to exceed \$500.00 per employee. The uniform supplied by the Borough shall be of the color and type presently used and includes work shoes and thermal underwear. The uniforms supplied must be worn by employees at all times during working hours. It is the responsibility of the employee to keep the aforesaid uniforms clean at all times.

E. Uniforms shall be provided for each DISPATCHER, with the cost to the Borough, not to exceed \$450.00 per employee.

**ARTICLE XIII, SAFETY AND HEALTH:**

uniforms supplied must be worn by employees at all times during working hours. It is the responsibility of the employee to keep the aforesaid uniforms clean at all times.

F. The Borough will pay for an employee's visit to a Doctor of the Borough's choice, once every TWO YEARS, to have a physical examination.

G. The Borough will provide SAFETY GLASSES for Public Works employees only. Public Works employees with prescription glasses will be entitled to tinted glasses. Glasses will be limited to one (1) pair per year, unless broken on the job.

H. The Borough will provide One Hundred Dollars (\$100.00) for eyeglasses for the following full-time employees only (1) dispatchers, (2) senior clerk's (3) tax clerk's and clerk typists.

**ARTICLE XIV:**

**SENIORITY:**

A. Seniority shall be defined as the continuous length of employment of the employee with the Borough from his date of last hire. At the expiration of the probationary period, the employee's Seniority shall date from the date of his last hire.

B. Seniority shall prevail in the matter of selection of vacations and holidays; and also in promotions, demotions, transfers and lay-offs, provided that qualifications and ability

are equal, subject to the applicable provisions of the Civil Service Laws, Rules and Regulations.

C. An employee shall lose his Seniority rights for any one of the following reasons:

1. If an employee quits; or
2. Is discharged for proper cause.

**ARTICLE XV:**

**JURY DUTY:**

Employees performing Jury Duty shall receive the difference in pay between the amount received from the jury service and their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular day involved, where such jury service falls on their regularly scheduled work days. Employees called for Jury Duty must notify their foreman or other superior at least two weeks prior to the date they are to report for Jury Duty and must furnish a copy of the Summons. The Borough reserves the right to request that the Court excuse essential employees in time of need.

**ARTICLE XVI:**

**MANAGEMENT CLAUSE:**

A. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions

regarding such rights shall be observed.

B. In the event of a change in conditions, affecting the working conditions, work schedules, etc., the Union shall have the right to seek corrections, improvements, or changes through discussion with the Borough.

**ARTICLE XVIII:**

**MAINTENANCE OF STANDARDS:**

The Borough will continue in effect for the duration of this Agreement any practice involving working conditions, not covered by this Agreement, the existence of which practice has heretofore been acknowledged as a permissible practice by the Borough unless it shall have been mutually agreed that the continuance of the practice is unreasonable.

**ARTICLE XVIII:**

**GRIEVANCE AND ARBITRATION:**

A. Any grievance arising out of the interpretation, construction or application of any provision of this Agreement shall be settled in the following manner:

1. The employee having a grievance shall discuss same with his immediate superior. If the grievance is not fully resolved on this informal basis, the employee shall, within two (2) working days from the date the alleged grievance arose, put his or her grievance in writing, and together with the shop steward, will present said written grievance to the employee's immediate superior. Failure to so submit the alleged written grievance

within two (2) working days from the date the grievance arose, shall constitute a full bar to the employee asserting the grievance pursuant to this Article.

2. If the alleged grievance is not satisfactorily adjusted pursuant to Paragraph 1. herein, the written grievance will be taken up within four (4) working days from the date the alleged grievance arose, by the Shop Steward and the aggrieved employee, with a representative of the Borough other than the employee's immediate supervisor.

3. If the grievance is not satisfactorily adjusted pursuant to the provisions of Paragraph 2. above, the written grievance will be taken up within six (6) working days from the date the alleged grievance arose, by a representative of the Union, the Shop Steward and the aggrieved employee, with the representative of the Borough. The Borough shall, within four (4) days following such meeting, render a written decision as to its position with respect to the grievance, a copy of which decision shall be submitted to the Union.

4. (a) If the grievance shall not have been resolved between the parties in accordance with the above grievance procedure, then either the Union or the Borough may, within ten (10) working days after the Borough's answer as to the disposition of the grievance pursuant to Paragraph 3. above, given written notice to the other party of its desire to

arbitrate, and if timely written notice is so served, the matter shall be referred to final and binding arbitration, but not otherwise.

(b) Either the Borough or the Union may request the New Jersey State Board of Mediation, located in Newark, New Jersey, to submit a list of arbitrators from which an arbitrator may be selected in accordance with the practice of the Board, and the decision of such arbitrator so selected shall be final and binding upon both parties.

(c) In the event of arbitration pursuant to the provisions of this Article, the cost and expense of the arbitrator and incidental costs shall be borne equally by the Union and the Borough. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(e) Only the Union and the Borough shall have the right to request arbitration.



(f) The parties hereto agree to expedite the grievance and arbitration procedures to the end that any controversy will be settled at as early a date as possible.

(g) In the event an arbitrator in his decision should award any pay or any benefit to an employee(s), it is agreed that there shall be deducted from said award any earnings or benefits the employee(s) earned elsewhere during the period involved.

**ARTICLE XIX:**

**SHOP STEWARD:**

A. The Union may appoint one or more of its members to act as Shop Steward in the various departments. His duties shall be to see that the conditions of this Agreement are not violated by either the Borough or members of the Union and under no circumstances shall be discriminated against. He shall not have authority to call any work stoppage.

B. The Shop Steward shall do work assigned to him the same as any other employee. He shall be allowed to take up grievances during working hours, and he may discuss grievances during working hours, and he may discuss grievances with his supervisor, or the Union representative at the place of employment, during working hours, without loss of pay, provided that the amount of time spent on such discussions does not become unreasonable.

**ARTICLE XX:**

**NO STRIKE - NO LOCK-OUT:**

A. It is agreed that the Union, its Officers and Representatives and the employees covered by this Agreement, will not strike, slow down, picket, engage in job actions or in any other way interfere with or interrupt the Borough's operation of the facility during the term of this Agreement.

B. The Borough agrees that there will be no Lock-Out of employees during this Agreement.

**ARTICLE XXI:**

**WAGES AND SALARIES:**

A. The wages and salaries for all job Classifications covered by this Agreement are set forth in the APPENDIX entitled "SALARIES FOR TEAMSTER'S CONTRACT," affixed hereto and shall be effective retro-active to JANUARY 1, 1993, and shall remain for the period of this Contract.

B. Whenever a new job is established or there is a substantial change in the duties of an existing job, the Borough shall determine the duties thereof. The rate of pay for such new or changed job shall be negotiated between the parties.

C. If a public works repairman performs work in a job other than his regular job as determined by his supervisor, and that job carries a higher rate of pay, the employee shall receive such rate for the number of hours worked in such

capacity. This provision does not apply to any employees other than public works repairmen.

D. If any employee works ten (10) or more consecutive hours, the Borough shall pay the sum of \$10.00 meal money.

E. Employees will sign all Workmen's Compensation checks to the Borough and in return, shall receive their regular pay and benefits for the period covered by the Workmen's Compensation check.

**ARTICLE XXII:**

**SAVINGS CLAUSE:**

If any provision of this Agreement shall be held or adjudicated illegal, or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of this Agreement, nor relieve either the Union or the Borough from their respective liabilities under this Agreement. In the event that any portion of this Agreement is held illegal as above mentioned, the Union and the Borough agree to meet promptly in order to negotiate a proper and legal substitute therefor.

**ARTICLE XXIII:**

**COMPLETE AGREEMENT:**

This Agreement contains the full understanding between the UNION and the BOROUGH, and shall be binding upon all of the employees within the bargaining unit. The Borough agrees not to enter into any Agreement with the employees which in any way

conflicts with the terms and provisions of this Agreement. This Agreement may not be modified except by a written understanding mutually acceptable to the Union and the Borough.

**ARTICLE XXIV:**

**WELFARE PLAN AND LONGEVITY:**

The Borough shall provide the Blue Cross, Blue Shield Plan for employees and eligible dependents with full premiums paid by the Borough. Probationary employees will be entitled to this coverage after the first thirty (30) days of the probationary period.

The Borough agrees to pay full costs of the current DENTAL/PRESCRIPTION PLAN, Administered by the Union, for all employees, up to a maximum annual amount of \$2,285.00 per employee in YEAR 1995, and \$2,493.00 per employee, in YEAR 1996.

**LONGEVITY PAY:**

The Borough shall pay eligible employees Longevity Pay, payable pro-rata for that portion of the calendar year the employee has attained the following years of service respectively:

\$315.00 for over FIVE (5) YEARS but less than TEN (10).

\$472.50 for over TEN (10) YEARS but less than FIFTEEN (15).

\$630.00 for over FIFTEEN (15) YEARS OF SERVICE.

Years of employment shall be from the date of Hire with the Borough of Union Beach, and shall not include time employed with CETA or any other Program.

Longevity Pay will be paid in ONE LUMP SUM, which will be received on the FIRST PAY IN DECEMBER.

**ARTICLE XXV:**

**DURATION:**

A. This Agreement shall become effective retro-active to the FIRST DAY OF JANUARY, 1995, and shall continue in full force and effect and expire on the 31ST DAY OF DECEMBER, 1996.

B. This Agreement shall continue in full force and effect for an additional period of ONE (1) YEAR thereafter unless written Notice of Termination or Modification is given by the party desiring the same to the other party at least SIXTY (60) DAYS prior to the expiration date provided in this Agreement. The procedure to be followed in the event such Notice of Termination or Modification shall be given is the procedure set forth in the National Labor Relations Act, as amended.

**ARTICLE XXVI PROMOTIONS**

The Borough agrees to promote two (2) employees to the position of equipment operator. The promotions will be in accordance with the rules and regulations of the department of personnel and as soon after the execution of this Agreement as

possible. The employees so promoted will receive the higher rate of pay effective the date of promotion.

IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representative, executed this Agreement the Day and Year first above written.

ATTEST:

Mary Sabik  
MARY SABIK, Borough Clerk

DATED: May 26, 1995

BOROUGH OF UNION BEACH

BY: Carmen Stoppiello  
CARMEN STOPPIELLO, Mayor

LOCAL UNION 641, MERCHANDISE LOCAL  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA.

BY: Robert M. Kelly  
Robert M. Kelly, SHOP STEWARD

BY: Martin Gillen  
MARTIN GILLEN, Vice President  
TEAMSTERS LOCAL 641

DATED: May 26, 1995