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AGREEMENT
BY AND BETWEEN
BOROUGH OF SHIP BOTTOM
AND
TEAMSTERS LOCAL NO. 35
FOR THE
PUBLIC WORKS DEPARTMENT

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1997 between the Borough of Ship Bottom, a municipal corporation organized and existing the laws of the State of New Jersey, a public Employer with its main office at Borough Hall, 1621 Long Beach Boulevard, Ship Bottom, New Jersey, 08008, hereinafter referred to as the "Borough", "Company", or "Employer" and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, 08691, comprised of Ship Bottom Public Works Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union". Wherever the terms "blue collar supervisor" or "blue collar supervisor employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

PURPOSE

Section 1.0

This Agreement entered into between the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

RECOGNITION CLAUSE

Section 2.0

The Borough recognizes the Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all permanent, full-time blue collar employees employed by the Public Works Department of the Borough of Ship Bottom. including Foreman 1 and 2 as may be applicable, all operator/laborer levels, and new hires. The parties agree to negotiate with respect to salary, hours and those terms and conditions of employment permitted by the appropriate New Jersey Statutes. However, the following titles shall be excluded from the bargaining unit: all confidentials, managerial, executives, professionals, police, craft, white collar and supervisors within the meaning of the act.

GRIEVANCE PROCEDURE

Section 3.01 - Definition

- A. Purpose. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a

result of the interpretation, application or violation of the Agreement between the Borough and the Union.

- B. A "Grievance" shall mean a complaint written by an employee that there has been as to him personally a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of policies, rules and administrative decisions which govern the Borough or disciplinary action. Only grievances on the violation, misinterpretation or inequitable application of the Agreement may be submitted to binding arbitration.
- C. A "grievant" is an employee who files a grievance and has been personally aggrieved.
- D. "Representative" is a person or agent designated to represent either party in this procedure.
- E. "Day" means working day.

Section 3.02 - Procedures

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. All grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. The grievant and Employer shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
- F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Borough.
- G. Failure by the Borough to issue a decision within the specified time limit shall render the grievance advanced to the next level.

Section 3.03

- A. Time Limit: 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 limit specified may, however, be extended by mutual consent of the parties.

- B. Step 1. The grievant and/or his or her representative shall present a written statement of the alleged grievance to the Borough Councilperson in charge of Public Works. The grievant must file the written grievance within three (3) calendar days of the occurrence of the grievance. The Borough Councilperson in charge of Public Works or his/her designee will review the grievance and investigate the facts and submit a written answer to the grievance within seven (7) calendar days of the submission date on the grievance form.
- C. Step 2. If the grievant is dissatisfied with the answers submitted by the Borough Councilperson in charge of Public Works, the grievant may appeal the answer of the Borough Councilperson in charge of Public Works within three (3) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Borough schedule a hearing before the Public Works Committee. The hearing date shall be scheduled within seven (7) calendar days after receipt of the grievance appeal by the Public Works Committee. The hearing granted by the Public Works Committee will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.
- D. Step 3. If the grievant is still dissatisfied with the answer received from the Public Works Committee, then the grievance may be submitted to arbitration.
1. Within twenty (20) days of the decision of the Public Works Committee, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Public Works Committee.
 2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the Public Employment Relations Commission.
 3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.
 4. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing a hearing and shall conduct such a hearing.
 5. The arbitrator's decision shall be binding on all parties to the grievance.
 6. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.
 7. The arbitrator shall not have the power to alter, amend or revise any provision of

this Agreement.

Section 3.04 - General Provisions

- A. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
- B. All records of grievance processing shall be filed separately.
- C. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Public Works Committee will distribute the forms as they require these.
- D. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
- E. Notices of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Borough's premises.
- F. The hearing in Step 2 shall be outside of the normal work day. The Borough agrees the presentation of the grievance in Step 1 may be made during the normal work day.
- G. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing the length of the foregoing.
- H. Any employee shall be entitled to the assistance of a Union Officer or Representative in all steps of the foregoing grievance procedure.
- I. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.
- J. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

SICK LEAVE

Section 4.0

- A. Each employee shall be entitled to accrue one day sick leave per month. This in no way detracts from or limits the accrued days of sick leave accredited the employees.
- B. Sick leave is hereby defined to mean absence from work due to the employee's illness which prevents or significantly impairs the ability of the employee to perform his duties. In addition, all employees shall receive sick leave with full pay when injured on duty or if

the injury arose from or was the result of any incident while not on duty so that they are unable to perform their normal duties but in no event shall be paid sick leave to exceed accrued sick leave.

- C. Upon retirement or death, all employees shall be paid by the Borough of Ship Bottom for fifty percent (50%) of all unused sick leave which they have accumulated at the current salary rate at the time of retirement or death, up to a maximum of \$15,000.00.
- D. Any employee absent from duty for three (3) consecutive days or longer due to sickness may be required to produce a certificate to the department head, signed by a doctor, indicating the nature or and extent of the employee's illness.

Within the discretion of the department head or the proper committee or designee, the Borough may require any employee to submit to a physical examination to determine the employee's ability to return to work. If such physical examination is required, the Borough will pay for the same.

- E. Borough of Ship Bottom agrees to supply in writing a record of sick/vacation/personal/ and compensation time to each employee every six months.

VACATIONS

Section 5.0

- A. Whenever more than one (1) employee requests vacation at a job location at any particular time, the Borough shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first. The Borough Administrator shall be responsible for allocating vacation leave so as to carry on Borough business with minimum delay or inconvenience.
- B. The current employees as of March 3, 1982 will be permitted to enjoy the vacation schedule as follows:
 - 1. After one year of service, 10 days
 - 2. After two years of service, 18 days
 - 3. Employees who have completed five years of service shall then receive one additional day vacation for each additional year of service completed, until such time as each of those individuals obtain up to and including twenty-four (24) vacation days. All employees who have accrued vacation time under this schedule in excess of the twenty-four (24) day maximum, shall keep the number of vacation days, and shall be permitted to add one additional vacation day.
- C. Employees hired after March 3, 1982, will be permitted to enjoy the vacation schedule as

follows:

1. After one year of service, 10 days
 2. After three years of service, 15 days
 3. After six years of service, 16 days
 4. After nine years of service, 17 days
 5. After twelve years of service, 18 days
 6. After fifteen years of service, 19 days
 7. After eighteen years of service, 20 days
 8. After twenty years of service, 24 days
- D. The rate of pay for vacation shall be the basic rate as computed for a forty (40) hour work week.
- E. Upon reaching ten (10) years of service an employee may take one (1) week vacation during July and August except for July 4th week and the week prior to Labor Day holiday. Only one (1) employee will be granted vacation in any given week.
- F. When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Such day off shall be the last working day prior to the vacation, the first working day following the vacation or a day to be taken within three (3) months subsequent to the week of vacation in which the holiday falls.
- F. Vacation days shall be only those regularly scheduled days of work of an employee.
- G. All vacation time must be used within one year following the year in which such vacation time is accrued.

HOLIDAYS

Section 6.0

- A. Permanent employees will receive pay for the following holidays:
- | | |
|-------------------------------|----------------------------|
| New Year's Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving Day |
| Independence Day | General Election Day |
| Martin Luther King's Birthday | Christmas Day |
| Labor Day | Personal Holiday |
- B. The last working day before Christmas Day and New Year's Day will be paid half (.5) day holiday.

- C. Public Works employees working on a day that the Borough of Ship Bottom is closed, other than weekends, shall be entitled to one (1) compensation day for same.

PERSONAL LEAVE

Section 7.0

- A. All employees shall be entitled to receive up to five (5) personal days leave in each calendar year.
- B. No personal day may be taken at any time without the express permission of the Department Head.

BEREAVEMENT LEAVE

Section 8.0

- A. Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted provided the deceased is a spouse, mother, father, grandmother, grandfather, sister, brother, child, grandchild, or stepchild, or any other dependent residing with the employee, or spouse's mother, father, sister, brother, child, grandchild, stepchild, grandmother or grandfather. Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one (1) such relative within forty-eight hours, no more than ten (10) days bereavement leave shall be granted.

JURY DUTY

Section 9.0

All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury duty fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of the 1:00 p.m. work shift, said employee shall be required to report for the remainder of his/her shift.

HOURS OF WORK

Section 10.0

- A. All hours worked in excess of forty (40) hours in one week or eight (8) hours in one day shall be paid at the overtime rate.

- B. Overtime shall be defined as any and all hours worked outside a forty-hour work week. The overtime rate of pay shall be one and one-half (1.5) times the regular rate of pay, based upon a forty-hour work week.
- C. All employees called in and required to work outside their normal hours of work, shall be paid a minimum of three (3) hours pay, regardless of the actual hours worked, provided the employee is available for the entire three (3) hours.
- D. The work week shall consist of five (5) consecutive days, Monday through Friday, and the work day shall consist of eight (8) consecutive hours, 7:00 a.m. to 3:30 p.m. exclusive of one-half hour lunch period.
- E. No employee shall be permitted to accumulate more than a total of 120 hours of compensation time. Use of compensation time shall be at the sole discretion of management.
- F. Any employee who is told to be on stand-by for storms or other reasons, shall be paid two (2) hours per day straight time for a maximum of six (6) hours per week, plus all hours worked at time and one half (1 1/2). Except for normal tour hours which are straight time.

SAFETY REPORT

Section 11.0

- A. Whenever an employee is assigned to drive Borough equipment, and he feels that such equipment is in need of such repair that it is hazardous or defective, he shall at once notify Foreman 1 or, in his absence, Foreman 2 of this defective or hazardous equipment. The Foreman 1 thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this Agreement.

CLOTHING ALLOWANCE AND SHOES

Section 12.0

- A. The Borough will pay each employee in the bargaining unit the sum up to \$300.00 in 1997 and 1998 for the maintenance of work clothes. Payment will be made during the first payroll period in July. The Borough will replace worn out shoes and carharts upon reasonable requests expressly limited, however, to two (2) new pairs of shoes per year and one set of carharts per contract period.

OUTWORK AND RAIN GEAR

Section 13.0

- A. The Borough will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring them. The Borough will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in a usable condition. The employees issued work clothes and rain gear will wear them unless authorized to do otherwise by an immediate supervisor.

CDL LICENSE

Section 14.0

- A. Any Public Works Employee shall be entitled to reimbursement up to \$100.00 for course work undertaken to obtain a CDL license, upon completion of the course.

WASH UP TIME

Section 15.0

All employees shall have a ten (10) minute wash up time prior to the lunch period.

BULLETIN BOARDS

Section 16.0

- A. The Union will have access to a bulletin board in the Public Works garage. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Administrator.

JOB POSTING

Section 17.0

- A. Any vacancy in the bargaining unit shall be posted for three (3) calendar days before it is awarded to any person. Consideration of employees currently working for the Municipality will be provided by the Chairman of the Public Works Committee before a new employee is hired for a vacancy. However, in all cases, the discretion of the Public Works Committee shall be final and binding on all hiring decisions.

EMPLOYEE (JOB) CLASSIFICATIONS

Section 18.0

- A. The Employee (Job) Classifications for the Public Works Department are solely for the purposes of advancement. All employees of the Public Works Department are required to perform the duties of other employees of the department as taught, assigned, or needed regardless of classification and pay rate to insure the continuous and efficient operation of the Department and the Borough.

WORK ASSIGNMENTS

Section 19.0

- A. The Employer agrees it shall not assign or direct Public Works Department employees to perform work that cannot be categorized as that of a Public Works Employee. This will insure that employees will not be required to perform work for which they are unqualified; ie. clerical, accounting, etc., and at the same time provide for the articulation within and between departments that at times is mutually beneficial and necessary to the continuous and efficient operation of the departments.
- B. Foreman 1 and/or Foreman 2 will be required to perform the necessary clerical work to fulfill the duties and responsibilities accompanying their positions in the Public Works Department as the situation warrants and in addition to their other duties.

INSURANCE

Section 20.0

- A. The employer agrees to provide all employees with the following insurance, or its equivalent:
1. First Option PPO (Preferred Provider Organization) Plan Full Medical Benefits
 2. Eyeglass/vision care
 3. Prescription Card; employee co-pay of \$5.00 generic, \$10.00 non-generic will be reimbursed by the Borough
 4. Dental Plan
- B. Temporary Disability
1. The Borough agrees to provide temporary Disability Insurance for its employees covered by this Agreement. The coverage shall be the same provided in the contract between the Borough and the P.B.A. effective in 1991.

2. The Employee must exhaust all of his/her sick days prior to going on temporary disability.

C. Life Insurance

The Borough agrees to fully insure the employee only for \$10,000 until the age of 65, at which time coverage will be reduced to \$5,000.

- D. The Borough agrees to fully insure the employee only (and not the employee's spouse, dependents, or other family members), who has successfully completed 25 years of active service with the Borough of Ship Bottom, with medical benefits only and not eyeglass/vision, dental, prescription, or other benefits.
- E. The Borough reserves the right to change any of the foregoing plans or carriers, or to self-insure, providing that in the aggregate, equal to or better benefits are provided.

MANAGEMENT RIGHTS

Section 21.0

- A. The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- B. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

WORK CONTINUITY

Section 22.0

- A. During the period of time of this Agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage or strike.
- B. The sole method for resolving any disagreement concerning this Agreement shall be covered by the procedures contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.
- C. The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to

immediate termination of employment.

PRODUCTIVITY

Section 23.0

The Union agrees that it will cooperate with the Borough in any productivity program that may be adopted by the Borough covering employees of this bargaining unit.

PERFORMANCE EVALUATION

Section 24.0

The parties agree that the Borough has the right to conduct individual performance evaluations of all personnel.

SENIORITY

Section 25.0

- A. Seniority shall be considered for purposes of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria.
- B. When the Borough decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first. It is expressly understood that the employees affected by layoffs shall have bumping privileges to move to a classification which they can perform.
- C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of one (1) year or more shall not be entitled to recall.

FOREMAN 1 RESPONSIBILITY

Section 26.0

- A. In the event an employee assumes the responsibility of the Foreman 1 position at the direction of the head of the department, after serving in this temporary position for more than five (5) continuous work days, he shall be paid Foreman 1 pay retroactive to the first day of responsibility.

IMMEDIATE DISCIPLINARY DISCHARGE OR SUSPENSION

Section 27.0

- A. The Employer shall not discharge or suspend any employee for disciplinary reasons without just cause except for probationary employees. With respect to discharge, except on grounds for immediate dismissals, the Employer must give at least three (3) written warning notices within a twelve (12) month period of time of the specific complaint against such employee with a copy being forwarded to the Union and to the Shop Steward.
- B. The offenses which provide for immediate dismissal are the following:
1. Calling or participating in any unauthorized strike, work stoppage or slowdown;
 2. Reporting for work under the influence of alcohol or narcotics or taking either during working hours or possessing either on the Employer's premises;
 3. Proven theft on or off Employer's premises and/or dishonesty and unauthorized use of time clock;
 4. Unprovoked assault and/or battery on Employer or Employer's Representatives or fellow employees, customers, or anyone while in the course of his employment;
 5. Willful destruction of Borough property;
 6. Willful and repeated insubordination, if not immediately resolved by the immediate Supervisor and the Shop Steward;
 7. Possession of illegal weapons, fireworks, or other incendiary or explosive materials on Borough property;
 8. Failure to report for work without notification for three (3) consecutive days; and
 9. Leaving work without authorization from immediate supervisor, a member of the Revenue and Finance Committee or the Administrator.
- C. Any employee discharged must be paid in full for all wages owed him by the Employer, including any earned vacation pay within thirty (30) days from the date of discharge, less any monies due by him to the Employer.

DISCHARGE OR SUSPENSION FOR DISCIPLINARY REASONS

Section 28.0

- A. The Employer shall not discharge or suspend any employee for disciplinary reasons without just cause, except probationary employees. In all cases involving discharge or suspension for disciplinary reasons of any employee, the Employer must immediately notify the Employee in writing of his discharge or suspension and the reason therefore. At the same time, the Employer shall supply the employee so discharged or suspended with a written list containing dates and reasons of all warning notices on file against said employee for a period of one (1) year prior to such discharge or suspension. Such written notices shall be given to the Shop Steward and a copy mailed to the Local Union office within one (1) working day from the time of the discharge or suspension.
- B. Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, within five (5) days from the date of discharge, less any monies due by him to the Employer.
- C. A discharged or suspended employee must advise his Local Union in writing, within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.
- D. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree to the settlement of the case, then it shall be referred to the grievance machinery as set forth in this Agreement.

WARNING NOTICES

Section 29.0

- A. Effective January 1, 1997, the Borough agrees to purge all files on employees and start a new file.

SALARY GUIDE

Section 30.0

- A. The parties agree that for the term of this Agreement, in accordance with New Jersey Statute, any employee who is a member of this bargaining unit on the effective date of

this agreement, even though he chooses not to be a member of Teamsters Local No. 35, shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees effective on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all action it takes under this article.

WAGES

Section 31.0

	<u>January 1, 1997</u>	<u>January 1, 1998</u>
	<u>Flat Rate</u>	<u>Flat Rate</u>
Dan Tortoriello	\$1,210.00	\$1,324.00
Sid Smith	\$1,210.00	\$1,324.00
Alton Cowdrick	\$1,210.00	\$1,324.00
Anthony Geneva	\$1,210.00	\$1,324.00
Steven Sulecki	\$2,250.00	\$1,324.00
	<u>Rate of Pay</u>	<u>Rate of Pay</u>
Brian Archer	\$9.50/hour	\$10.50/hour
Alton C. Cowdrick	\$8.50/hour	\$9.50/hour

Start Rates:

Laborer	\$7.00/hour
Operator/Laborer	\$8.00/hour
Mechanic	\$9.00/hour

Upon completion of a 90-day probationary period, new hires shall receive a \$.50 raise added to the start rate.

	<u>January, 1997</u>	<u>January 1, 1998</u>
<u>Scale New Hires:</u>		
Foreman - 1	\$22.682	\$23.319
Foreman - 2	\$17.332	\$17.969
Laborer - 1	\$10.50	
Laborer - 2	\$9.50	
Laborer - 3	\$8.50	
Laborer/Operator - 1	\$15.091	\$15.728
Laborer/Operator - 2	\$12.79	
Laborer/Operator - 3	\$11.79	
Laborer/Operator - 4	\$10.79	
Laborer/Operator - 5	\$9.79	
Mechanic - 1	\$16.331	\$16.967
Mechanic - 2	\$13.50	
Mechanic - 3	\$12.50	
Mechanic - 4	\$11.50	
Mechanic - 5	\$10.50	

Obtaining a higher position shall in no way be considered a right, but such promotion shall be the sole prerogative and at the discretion of management.

Mechanics: When no mechanical work is available, a mechanic must do other work as required by the Foreman.

Any mechanic currently in house, shall have a one (1) year trial period and may return to his former position. Management reserves the right to return an in-house mechanic within the established trial period.

DUES CHECKOFF

Section 32.0

The Employer agrees to deduct from the first pay of each month of all employees covered by this Agreement the dues and initiation fees of the Local Union having jurisdiction over such employees as specified by the Local Union from time to time, and agrees to remit to said Local Union all such deductions in a manner described by the Local Union prior to the fifteenth (15th) of the month for which the deduction is made. Where written authorization is required by law, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

LONGEVITY

Section 33.0

- A. Each employee represented by this contract shall be paid, in addition to and together with his annual base salary, additional compensation based on the length of his or her service as fixed and determined according to the following schedule:

<u>Years of Service</u>	<u>Payment of Annual Base Salary</u>
Upon the completion of 4 years	2%
Each year thereafter	1%
Maximum	6%

- B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate of pay to be made in a single payment in November. Longevity shall be paid in addition to the employee's base salary.
- C. Any individual enjoying a maximum longevity percent in excess of 6% on January 1, 1987 shall remain at that maximum amount and not be reduced to 6%.

PROBATIONARY PERIOD FOR NEWLY HIRED EMPLOYEES

Section 34.0

There shall be a probationary period of 90 days for each newly hired employee. The conditions of employment enjoyed by the office professional employees do not apply to a new hire during the probationary period. Borough management reserves the right to make decisions concerning the permanent employment of any newly hired employee.

PART-TIME EMPLOYMENT

Section 35.0

The Borough reserves the right to hire part-time employees as supplemental seasonal help during the peak season, and as supplemental help in the event of employee sickness, leaves of absence, or in the case of a special project.

NON-DISCRIMINATION

Section 36.0

- A. The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.

SEVERABILITY CLAUSE

Section 37.0

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

DURATION

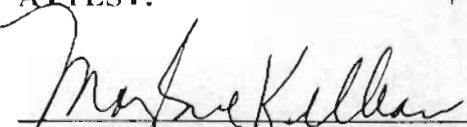
Section 38.0

This Agreement shall be effective retroactive to January 1, 1997, and shall continue in full force and effect until December 31, 1998, except that the parties will enter into negotiations for a succeeding contract in September, 1998.

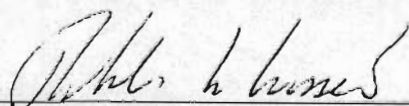
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

ATTEST:

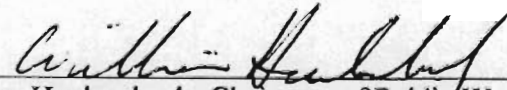
THE BOROUGH OF SHIP BOTTOM



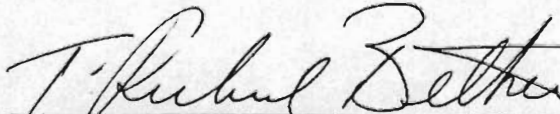
Mary Sue Killian, Municipal Clerk



Robert W. Nissen, Mayor




William Huelsenbeck, Chairman of Public Works




T. Richard Bethea, Administrator

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL NO. 35**



Greg Lucidi, President



Daniel A. Kreiser, Secretary-Treasurer

Negotiations Committee Member