

AGREEMENT

BETWEEN

BOROUGH OF BELMAR
COUNTY OF MONMOUTH, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
Representing
ALL CLERICAL EMPLOYEES OF THE
DEPARTMENT OF ADMINISTRATION, FINANCE, CODE
ENFORCEMENT, PUBLIC SAFETY, PUBLIC WORKS,
PARKS AND RECREATION AND PUBLIC SAFETY TELECOMMUNICATORS.

of the

Borough of Belmar

January 1, 2014 through December 31, 2017

TABLE OF CONTENTS

Preamble		1
Article I	Recognition	2
Article II	Sick Leave	3
Article III	Partial Reimbursement for Unused Sick Leave	7
Article IV	Holidays	10
Article V	Vacations	12
Article VI	Clothing Allowance	13
Article VII	Longevity	14
Article VII	Overtime	16
Article IX	Salaries	18
Article X	Insurance Protection	19
Article XI	Personal Days	22
Article XII	Grievance Procedure	23
Article XIII	Departmental Meetings	27
Article XIV	Emergency Days Off Due to Inclement Weather	28
Article XV	Legal Defense	29
Article XVI	Court Appearances	30
Article XVII	Out of Title Pay	31
Article XVIII	Nondiscrimination	32
Article XIX	Access to Personnel Files	33
Article XX	Dues Deduction and Representation Fee	34

Article XXI	Union Rights and Representatives	37
Article XXII	Job Postings	38
Article XXIII	Discipline	39
Article XXIV	Severance	43
Article XXIV	Severability and Savings	45
Article XXV	Term Renewal	46

PREAMBLE

THIS AGREEMENT, made and entered into this ____ day of _____, by and between the BOROUGH OF BELMAR, COUNTY OF MONMOUTH, a municipal corporation of the State of New Jersey (hereinafter referred to as “Borough”) and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as “Union”), represents the complete and final understanding of all bargaining issues between the Borough and the Union, and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees in order that more efficient and progressive public services may be rendered.

ARTICLE I
RECOGNITION

A. The Borough recognizes the Union as sole representative of the clerical employees of the Department of Administration, Finance, Code Enforcement, Public Safety, Public Works, Parks and Recreation, and Public Safety Telecommunicators, and for the purpose of administrative clarity and understanding, but excluding the Administrative Clerk to the Borough Administrator, the Secretary to the Chief of Police, the Borough Clerk, the Chief of Police and all other employees of the Borough of Belmar.

B. The titles as listed in “Schedule D- Clericals and Public Safety Telecommunicators: shall prevail, except part-time employees.

ARTICLE II
SICK LEAVE

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

B. Service Credit for Sick Leave

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this Agreement on the basis of:

1. The first year of service; one (1) working day of sick leave with pay for each month of service.
2. After completion of the first year of service; fifteen (15) days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
4. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with

the laws of the State of New Jersey for temporary disability, for any period in which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If any employee is absent for reasons that entitle him/her to sick leave, the Borough Administrator or his/her designees shall be notified prior to the employee's starting time.

1. Failure to so notify the Borough Administrator or his/her designees may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. An employee who has been absent on sick leave for periods totaling seven (7) non-verified days in any one (1) calendar year consisting of periods of less than three (3) days, may be required by the Borough Administrator to submit acceptable medical

evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize his/her health or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physicians' expenses or fees.

3. A doctor's certificate shall be required for verification of a serious illness of an employee's immediate family member requiring the attendance of such employee.

a. Immediate family for the purpose of the use of sick leave shall be the following: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, or mother-in-law. Step-children who reside in the same household as the employee shall also be considered immediate family under this subsection.

b. An employee's spouse shall not be included as a person seriously ill due to pregnancy or childbirth, unless there are medical complications provided by a doctor's certificate.

4. Employees will be notified by April 15th of the amount of their accumulated sick leave credits, including partial reimbursement credits, at the end of the preceding calendar year.

F. For Death in the Family

Leave taken by reason of death in an employee's family shall be limited to the following relatives; current spouse, biological/adopted child, brother, sister, father, mother, grandfather, grandmother, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-parents and step-children, from the day of death to and including the day of burial, and shall not be charged to sick leave. Employees shall be granted up to three (3) days of bereavement leave per incident for all of the above listed relatives except for biological/adopted children and current spouse shall be granted up to ten (10) days of bereavement leave per incident.

G. Sick Leave Bonus

For each year of the contract, employees not using any sick leave during the period from January through June shall receive one (1) additional vacation day in the next calendar year; employees not using any sick leave during the period from July through December shall receive one (1) additional vacation day in the next calendar year.

ARTICLE III

PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

A. As of December 31, 1977, total credits for unused sick leave shall be computed for each employee as follows:

1. The total number of sick days not used by an employee from beginning of employment multiplied by the average daily earnings rate for a period beginning January 1, 1968 (or the actual day of permanent employment, if after January 1, 1968) and ending December 31, 1977.

a. The total number of sick days not used shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977 from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one (1) day for each calendar month in the first year of employment and fifteen (15) days per year for each subsequent year.

b. The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension system by 260. Total pay reported to the pension system includes base pay plus longevity and educational increments which are paid bi-weekly in the same manner as base pay.

c. The average daily rate from January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977 shall be determined by totaling the daily rates calculated for each year by paragraph A-1-b preceding and dividing the number of years from January 1, 1968 (or from the actual date of employment) to

December 31, 1977.

B. For each calendar year subsequent to December 31, 1977:

1. The difference between the number of sick days used and the fifteen (15) allowable sick days shall be added or subtracted from the total number of sick days as determined by subsection A-1-a preceding.

2. The daily earnings rate for such year, as determined by subsection A-1-b preceding, shall be added to the total of the wage rates for the prior year and the actual date of employment to December 31st of the year in order to establish a new average daily earning rate.

3. If the number of sick days used in such calendar year exceeds fifteen (15), the difference shall be multiplied by the average earning rate computed as of December 31st of the prior year and then deducted from the total credit for unused sick leave as determined by section A-1.

4. If the number of sick days used in such calendar year is less than fifteen (15), the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

5. For each subsequent year the beginning total credits shall be the total as of December 31st of the previous year as determined by section B-3 preceding.

C. At the time of retirement or death of an employee, the partial reimbursement for unused sick leave shall be paid to the estate or individual as 50% of total credits from unused sick leave. Reimbursement for unused Sick Leave upon retirement will be capped at \$15,000 for all employees hired after August 1, 2006.

D. 1. The retiring employee shall notify, in writing, the Administrator of his or

her intention to retire no later than the 31st of December of the year preceding his/her contemplated retirement so that the Borough may arrange for said payments to be included in the budget for the year of contemplated retirement.

2. Failure to file said notice as indicated may cause said payments to be deferred by the Borough to the following year.

3. Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.

4. Any earned partial reimbursement for unused sick leave shall be paid to the deceased employee's estate in accordance with the formula previously set out in the within section.

E. The partial reimbursement for unused sick leave payment provisions of the within Agreement shall not be the subject of any future agreements of the Borough of Belmar with its employees.

ARTICLE IV

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day's pay or compensatory time off (at the option of the employee) for each of the eleven (11) holidays.

January 1st
Martin Luther King
Third Monday in February
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

B. Public Safety Telecommunicators shall have the option of receiving a full day's pay or compensatory time off (at the option of the employee) for each of the thirteen (13) holidays listed above. The parties agree that the members of the bargaining unit shall exercise their option to take holiday time as paid or compensatory time during the month of January in the year the holidays occur.

C. Should Christmas Day fall on a Saturday, clerical employees shall discontinue their work shift after working three hours on the Thursday preceding the holiday; should Christmas day fall on a Sunday, clerical employees shall discontinue their work shift after working three hours on the Friday preceding the holiday.

D. For clerical employees only, if any holiday falls on a Saturday, the previous Friday shall be considered the holiday. If any holiday falls on a Sunday, the following Monday shall be

considered the holiday.

E. Public Safety Telecommunicators shall receive a full day's pay for any special holiday designated by the Borough Council for all other municipal employees.

ARTICLE V

VACATIONS

A. Employees shall earn annual leave for vacation purposes on a calendar year basis with pay in accordance with the following schedule:

1. Up to one (1) year of service - one (1) working day vacation for each month of service.
2. After one (1) year of service and through six (6) years of service - twelve (12) working days of vacation.
3. At seven (7) years of service and through eleven (11) years of service - fifteen (15) working days of vacation.
4. At twelve (12) years of service and through sixteen (16) years of service - twenty (20) working days of vacation.
5. At seventeen (17) years of service and through twenty-four (24) years of service - twenty-five (25) working days of vacation.
6. At twenty-five (25) years of service - twenty-six (26) working days of vacation.

B. The Borough Administrator shall be charged with setting up a mandatory vacation schedule. Individual changes in said schedule will not be granted without written approval.

C. Up to five (5) vacation days may be carried into the following year with the approval of the Borough Administrator. Any employee at max may carry over up to 10 days vacation into the following year, which must be taken within the first three months of the following year. Such approval shall not be unreasonably withheld.

D. If there is a conflict regarding requested time and both employees submit vacation schedules at the same time, seniority with the Borough will be the determining factor.

ARTICLE VI
CLOTHING ALLOWANCE

A. Public Safety Telecommunicators shall receive an annual clothing maintenance allowance of Six Hundred Fifty Dollars (\$650.00) for each year of the contract. All new Public Safety Telecommunicators will receive the following articles of clothing upon hire:

- 1 short sleeve shirt
- 1 long sleeve shirt
- 1 tie
- 1 belt
- 2 pairs of pants or 2 skirts or 1 skirt and 1 pair of pants

Should the uniform change, the Borough shall provide all Public Safety Telecommunicators with the new uniform.

B. The Borough will reimburse any employee, exclusive of the clothing allowance, for clothing damaged in the line of duty without fault or negligence on the part of said employee, a maximum of One Hundred Dollars (\$100.00) per annum.

ARTICLE VII

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary which shall be paid to each permanent, full-time employee hired prior to January 1, 1998, as follows:

1. All permanent, full-time employees hired prior to January 1, 1998 shall receive longevity pay effective as of the first day of the first month of service after permanent appointment as follows:

On completion of five (5) years of service -
2% of base pay not including overtime

On completion of ten (10) years of service -
4% of base pay not including overtime

On completion of fifteen (15) years of service -
6% of base pay not including overtime

On completion of twenty (20) years of service -
8% of base pay not including overtime

On completion of twenty-five (25) years of service -
10% of base pay not including overtime

2. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Personnel of the State of New Jersey. Where no list has been established by the Department of Personnel and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the Department of Personnel. Years of service need not be continuous. Net time in a permanent, full-time appointment shall

be used to arrive at the number of years of service.

B. Any employee hired after January 1, 1998 shall not receive longevity pay.

ARTICLE VIII

OVERTIME

A. Clerical employee overtime shall be defined as time worked in excess of seven and one-half (7-1/2) hours in a calendar day or seventy-five (75) hours in a two (2) week work cycle.

B. Public Safety Telecommunicators overtime shall be defined as time worked in excess of eight (8) hours in a calendar day or forty (40) hours in a one (1) week work cycle.

C. Overtime shall be compensated at a time and one-half rate.

D. All employees covered by this contract have the option of being compensated in cash or compensatory time. If the compensatory time option is elected, the employee shall be credited with one and one-half hours of compensatory time for each hour of overtime worked.

1. Public Safety Telecommunicators may accumulate not more than eighty (80) hours of compensatory time and same may be carried from one year to the next. However, no more than forty (40) hours of such compensatory time off may be added to any vacation period.

2. Clerical employees may accumulate not more than thirty-two and one-half (32 ½) hours of compensatory time and same may be carried from one year to the next.

E. Public Safety Telecommunicators called in during off-duty hours will be granted a minimum of two (2) hours of pay, provided call-in duty is not continuous with said employee's regularly scheduled tour of duty.

F. The Deputy Court Administrator will be granted a minimum of two (2) hours of

pay for every call-in duty, provided said call-in is not continuous with said employee's regularly scheduled tour of duty.

G. Public Safety Telecommunicators shall be given overtime assignments on the following basis:

1. Operators shall be given the first opportunity to receive overtime assignments for dispatcher work.
2. Overtime assignments shall be distributed on a rotation seniority basis, with the most senior employee having the first opportunity for overtime.
3. Overtime assignments shall first be offered on a voluntary basis. In the event that no volunteers are available, involuntary overtime assignments may be made.

H. Any employee represented by this Agreement required to work evenings for any Borough Board or Commission shall receive OT pay for all hours worked after 7:00 P.M..

I. Any employee attending a class on his/her day off, which is required or approved by the Borough, will receive four (4) hours of compensatory time for the day.

J. Public Safety Telecommunicators Shift Changes:

1. The Chief of Police is permitted to change an employee's regular shift assignment without incurring overtime by posting the change on the Police Department's schedule. If an employee is not working for one or more days prior to 168 hours before the shift change is to be implemented, the Chief of Police or his designee shall make a reasonable attempt to contact the employee so as to notify the employee verbally of the scheduled change, or will attempt to leave a message for the employee. An employee required to work due to a schedule change for which less than 144 hours' notice was provided will be paid at time and a half for each day of work within the 144 hour notice provision due to such schedule change at time and a half basis. Schedule changes with less than 144 hours' notice will be posted on the work schedule. If the employee is not working at all prior to the schedule change (due to a vacation, for example), the Chief of Police

or his designee will follow the procedures set forth above (verbal notification or, absent contact, attempt to leave a message).

2. In situations not covered by paragraph A of this article, an attempt will be made by management to notify the employee of the scheduled change, but it will be the responsibility of the employee to check the schedule prior to 168 hours.
3. The above notice requirement shall not apply to temporary overtime assignments.
4. Shift schedules will be posted four (4) weeks in advance.
5. The employee will bring to the attention of their immediate supervisor any conflicts they observe in their work schedule. These conflicts will include, but not be limited to, schedule to work in excess of forty (40) hours in a work week; working less than forty (40) hours in a work week; inadequate hours off between shifts (less than eight (8) hours); not assigned to the work schedule; scheduled off on vacation when they are not supposed to be.

ARTICLE IX

SALARIES

A. Retroactive to January 1, 2009, each employee shall receive a wage increase of 0% on his/her salary.

Effective January 1, 2010, each employee shall receive a wage increase of 3% on his/her salary.*

Effective January 1, 2011, each employee shall receive a wage increase of 3.5% on his/her salary.*

B. The new salary guides which are based on section A above are attached as Schedule D.

C .An annual amount of Seven Hundred Fifty Dollars (\$750.00) shall be granted to any member of the Bargaining Unit who has achieved an Associates Degree or higher, at an accredited college or university. Said degree must having been in a field directly related to the employees job title.

D. Effective 1/1/06 a 6th Step shall be added to the current PST's salary guide. Effective 1/1/06 a new salary range will be added to the salary guide for PST's hired after August 1, 2006.

* Those employees grandfathered in Schedule D for 2001 will receive the yearly increases based on their grandfathered rate.

ARTICLE X

INSURANCE PROTECTION

A. The Borough shall continue to provide and maintain all insurance coverage that is in force and in effect at the present time.

B. The Borough will purchase the coverage provided by New Jersey State Health Benefits Plan, which presently includes:

1. Effective January 1, 2006, all employees shall be required to pay ten percent (10%) of the published “dependent coverage” cost for the plan in which the employee is enrolled as established by the New Jersey State health Benefits Plan (“SHBP”).
2. Effective January 1, 2010, all employees shall be required to pay fifteen percent (15%) of the published “dependent coverage” cost for the plan in which the employee is enrolled as established by the New Jersey State health Benefits Plan (“SHBP”). Thereafter, the contribution shall be fifteen percent (15%) of the published “dependent coverage,” but no greater than ten percent (10%) of fifteen percent (15%) of the prior year’s published cost for “dependent coverage”.
3. The Borough shall adopt a Section 125 Plan to allow employee contributions to be on a pre-tax basis, prior to the commencement of such deductions.
4. The above contributions shall be applicable to the medical portion of the Borough provided health insurance package only.

C. The Borough will provide dental coverage through the Delta Dental plan (as administered by Local 417 IUE-CWA). Employees will have the option to remain in the current plan (IHS) or switch to Delta Dental. Effective January 1, 2007,

CWA members will be enrolled in the Borough's Delta Dental Plan at the Borough's sole cost.

D. The Borough shall provide employees with a family prescription insurance program and effective January 1, 2006 employees will be required to pay the generic and brand name deductible established by the SHBP. If the Borough obtains coverage outside of the SHBP, the co-pays shall not exceed the established co-pays of the SHBP coverage in effect at the time of such change in carrier.

E. Health Benefits Upon Retirement:

1. For those employees who retire and who satisfy the eligibility requirements set by law which permit the Borough to assume the cost of providing post-retirement health insurance coverage for that employee (and his/her spouse) through the Borough's current program, the Borough shall pay 80% of the cost for that post-retirement health insurance coverage.
2. Retirees shall be required to pay twenty percent (20%) of the published cost for the plan in which the retiree is enrolled as established by the New Jersey State health Benefits Plan ("SHBP").

F. Those employees who retire with nineteen (19) years of service with the Borough of Belmar may choose to enroll in the Borough's Health Insurance Program at their own cost. This rate will be determined by the Chief Financial Officer and the Business Administrator for all retirees. Payment must be received by the 15th of each month prior to the month being covered. This provision in no way requires the Borough of Belmar to assume the cost of health care or Medicare for these individuals. Failure to pay the designated amount by the 15th of each month

will cause a cancellation of the insurance and renewal will be subject to the approval of the Business Administrator.

G. The Borough shall enroll employees in the State Plan for Temporary Disability Benefits Program. The parties understand that under current law this plan is financed by the Borough with each employee contributing a percentage of their taxable wages as determined by the State of New Jersey Temporary Disability Insurance Program.

H. The Borough shall provide each employee with an eyeglass prescription and examination insurance plan at no cost to the employee and family.

I. Public Safety Telecommunicators shall be provided with an annual hearing test.

J. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided. The Borough agrees to notify the Union of a change in health insurance carriers as soon as a viable proposal is received.

K. The Borough will only be required to purchase hospitalization coverage for all employees covered by this agreement in the amount of the Managed Care (PPO) rate. Any employee opting for coverage in excess of the current PPO rate will be required to contribute the additional monthly premium.

L. All new employees are entitled to single coverage only under the Borough's Health Insurance Benefits Plan, including hospitalization, major medical, prescription, dental and eyeglass. Each new employee will be permitted to purchase additional family coverage, *ie.* family, parent/child, or spouse, at his/her own cost, at the rate available to Borough employees. After completion of three (3) years of employment, calculated by the employee's anniversary date, each employee will be entitled to change his/her health benefits coverage to include family

members, at the Borough's expense.

M. Opt-Out Program:

1. This Program shall pay an employee who opts out of the Borough's health insurance plans, fifty (50%) percent of the cost of the said plans for each calendar year.

- a. An employee must submit proof to the Borough of his/her alternate coverage.
- b. Should an employee lose their ability to be covered by the alternate coverage (e.g. loss of spouse's employment, divorce, etc.), then the employee shall be re-enrolled into the Borough's health insurance plans during the established enrollment period. If the employee received any payment under the Program during the year the employee re-enrolls in the Borough's health insurance plans, then he/she shall repay the Borough the monies received on a pro-rated basis.

2. This program shall pay a retiree twenty percent (20%) of the published cost for the plan for those retirees enrolled in the SHBP NJ Direct 15 or a substantially similar Point of Service Plan. Should any part of this subsection be determined to be in conflict with the laws and regulations of this State, Section D paragraph 2 of this same Article will be suspended until renegotiated. During said negotiations the parties agree that retirees will be bound to the requirements of Section B paragraphs 1 and 4 of this Article.

ARTICLE XI
PERSONAL DAYS

A. Each employee shall be granted three (3) personal days per annum, which shall not be cumulative.

B. Employees hired after January 1st may qualify for personal days after having attained permanent status.

C. Personal days shall accrue at the rate of one and one-half (1 ½) days per each six (6) month period for all employees.

D. Any employee not filing a worker's compensation claim during a calendar year will receive a birthday bonus day off during the following calendar year. Said bonus day must be scheduled with the approval of the Business Administrator, and said approval will not be unreasonably withheld.

ARTICLE XII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

1. The term “grievance” as used herein means a dispute between parties over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.

2. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this grievance procedure cannot be invoked to obtain any matter which the Union sought but could not obtain at the bargaining table during the negotiations that led to this Agreement.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

a. An aggrieved employee, or the Union on behalf of an aggrieved employee or employees of the Borough, shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance, or within ten (10) working days of when the aggrieved employee or the Union should reasonably have known of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

b. The immediate supervisor shall render a decision as soon as possible but not later than ten (10) working days after receipt of the grievance.

Step Two

a. In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his/her grievance with the Borough Administrator within three (3) working days following the determination at Step One.

b. The Borough Administrator shall render a decision in writing as soon as possible but not later than five (5) working days from the receipt of the grievance.

Step Three

In the event the grievance has not been resolved at Step Two then, within five (5)

working days following the determination, the matter may be referred to the Borough Council as a whole, who shall review the matter and make a determination as soon as possible but not later than fifteen (15) working days from the receipt of the grievance.

Step Four

If the grievance is not settled through Steps One, Two, and Three, either party shall have the right within fifteen (15) working days to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Authority of Arbitrator

1. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and of the United States, and shall be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator 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. The decision of the arbitrator shall be in writing with findings of fact and reasons therefor, and shall be final and binding on the parties.

E. A failure to respond at any step in this procedure by the Borough or its agents shall be deemed to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next step, upon written notice to the Borough Administrator.

F. Time limits may be extended by the parties by mutual written agreement.

G. The Borough reserves the right to file in writing a grievance on its behalf with the representatives of the Union, which shall conduct a conference with the representatives of the Borough within ten (10) days of the filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. In the event the Borough is dissatisfied with the aforementioned written determination, it may proceed to arbitration in accordance with the provisions of this Article.

H. The aggrieved employee has a right to be represented by an official of the Union in Steps One, Two, and Three above.

I. In the event the aggrieved employee elects to pursue remedies available through the Civil Service Commission, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Borough Council on the grievance. In the event the grievant pursues his/her remedies through the Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant.

ARTICLE XIII

DEPARTMENTAL MEETINGS

A. Public Safety Telecommunicators required to attend any Belmar Police Department meeting shall be compensated by credit of a minimum of one (1) hour working time per meeting.

B. This credited working time will be paid at a time and one-half rate if it satisfies the definition of overtime set forth in Article VIII.

ARTICLE XIV

EMERGENCY DAYS OFF DUE TO INCLEMENT WEATHER

If the Mayor or the Council President declare an emergency day off due to inclement weather, and have an announcement to that effect broadcast on local radio, then all employees covered by this Agreement shall entitled to one (1) day off with pay.

ARTICLE XV

LEGAL DEFENSE

In accordance with N.J.S.A. 40A:14-155, whenever a Public Safety Telecommunicator is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the governing body of the municipality shall provide said member or officer with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the Public Safety Telecommunicator, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE XVI
COURT APPEARANCE

A. Public Safety Telecommunicators required to appear in Municipal Court while off duty shall be credited with a minimum of one (1) hour's working time.

B. Public Safety Telecommunicators required to appear in County Court or Superior Court while off duty shall be credited with a minimum of four (4) hours' working time.

C. Time credited pursuant to sections A and B of this Article shall be paid at a time and one-half rate if it satisfies the definition of overtime set forth in this Agreement.

D. All Court appearances pursuant to sections A and B of this Article shall be related directly to the employee's position as a Public Safety Telecommunicator.

E. Jury Duty and Witness Leave

All employees covered by this Agreement shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed by applicable law. In no event is any employee to be excused from work for more days than those of such duty performed. The employee shall notify the Borough immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs jury duty. All employees covered by this Agreement shall be granted necessary time off without loss of pay if subpoenaed in a Belmar employment matter as a witness in the Borough of Belmar or outside the Borough of Belmar.

ARTICLE XVII
OUT OF TITLE PAY

If any employee works outside of his/her classification for one (1) or more days per week at the request of management, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. If the employee works at a higher job classification, said employee will be paid on the same basis as though said employee were provisionally promoted to said job title.

ARTICLE XVIII

NONDISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, Union membership or nonmembership, or legal association activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

B. The Borough and the Union agree that no one shall be subjected to harassment nor to abusive language, and that everyone shall be treated within the accepted standards of common decency, courtesy and respect. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

ARTICLE XIX

ACCESS TO PERSONNEL FILES

A. Upon written request and with reasonable notice, an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Borough. Requests from the employee for copies of documents in the file shall be honored.

B. If any material derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of a reasonable length for inclusion into the personnel file to any derogatory or adverse memoranda or documents. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Borough in any disciplinary proceedings, grievance hearings, or final evaluation report, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two (2) years from the date of the incident complained of in such material.

ARTICLE XX

DUES DEDUCTION AND REPRESENTATION FEE

A. The Borough agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Borough, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Borough by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Borough to the Union c/o:

Treasurer
Communications Workers of America, AFL-CIO
Local 1032
67 Scotch Road
Ewing, NJ 08628

by the tenth (10th) day of the month following the calendar month in which such deductions are made together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

B. All deductions agreed upon in Section A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended.

C. The Borough further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee not to exceed 85.0% of regular Union membership dues, commencing

ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

D. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed when the employee returns to work.

E. When an employee who has authorized the Borough to deduct Union dues is temporarily promoted or transferred to a non-bargained for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. However, such deduction shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return bargained for position within one (1) year of the date of such promotion or transfer, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

1. When an employee who has authorized the Borough to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being in the higher classification, Union dues shall be based on the higher rate of pay for as long as the employee remains in the higher classification.

F. The Union shall maintain or establish a demand and return system in accordance with N.J.S.A. 34:13A-5.5 through 5.9 and the Representation Fee Rules of the Public Employment Relations Commission Appeal Board.

G. 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 any of the above deductions.

ARTICLE XXI

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. Union officials and duly authorized representatives (Union Stewards), whose names and identifications have been previously sent to and acknowledged by the Borough, shall be admitted to the premises of the Borough on Union business.

2. Union officials and representatives (Union Stewards) shall have the right to consult with employees in the bargaining unit. The Borough shall designate appropriate facilities for such meetings.

B. A maximum of three (3) members of the Union may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.

C. Union Stewards shall have the right to take action while on duty if an emergency situation arises concerning Union business. They shall request permission from their immediate supervisor to leave their post before any action is taken and such permission shall not be unreasonably withheld.

D. The Borough will provide space on the existing bulletin board in a central location for the use of the Union in posting notices concerning Union business and activities. Further, duplicate notices may be posted by the Union at the Marina and Library. The posting of said notices shall be under the control of the Union representative.

ARTICLE XXII

JOB POSTINGS

All promotions, except those occurring as a result of title reclassifications approved by the NJ Department of Personnel, and job vacancies shall be posted for a period of 7 working days. Interested employees shall notify the Borough Administrator of their interest in the position in writing during the 7 days of the posting. All positions above entry level shall be filled by Borough employees, if qualified, before hiring new employees.

ARTICLE XXIII

DISCIPLINE

The Borough shall have the right to suspend, demote, discharge or take other appropriate disciplinary actions against any employee for just cause. Discipline should be progressive in nature and corrective in intent.

ARTICLE XXIV

Severance Language

For all employees employed with the Borough of Belmar as of January 1, 2009 and who remain continuously employed until such time as the Borough may implement a merger, regionalization and or shared service agreement with another municipal or other government agency:

a. If the Employer determines to merge, regionalize and or share services with another municipal or other government agency, the employer will make a good faith effort to negotiate terms within the merged, regionalized and or shared services agreement which would provide employment for any effected Belmar employee at their same rate of pay with the new employer.

b. If the employer is unable to negotiate such terms within the merged, regionalized and or shared services agreement for any affected employee, the affected employee will be deemed to have been terminated. If the employee has waived any and all claims against the Borough arising out of or related to the right to continued employment with either the borough or the newly merged unit,

the Employer shall pay the employee severance pay in the amount equivalent to two (2) weeks per year of service that the employee has been employed by Belmar. Severance pay will be calculated by using the employee's current base salary, including longevity and other stipends, if any.

ARTICLE XXV

SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2009 and shall remain in full force and effect up to and including December 31, 2011, and in any event shall continue in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Belmar, New Jersey on this _____ day of _____, 2010.

COMMUNICATIONS WORKERS OF
AMERICA - AFL-CIO.

BOROUGH OF BELMAR
COUNTY OF MONMOUTH

Paul Pologruto,
CWA Local Representative

Colleen Connolly
Borough of Belmar

Patricia White
