

**AGREEMENT**

between

**THE BOROUGH OF KEANSBURG**

and

**COMMUNICATIONS WORKERS OF AMERICA 1032**

July 1, 1994 through June 30, <sup>1997</sup>~~1996~~

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PREAMBLE

THIS AGREEMENT is made and entered into on the 1st day of July 1994, by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as the "Borough" and the Communications Workers of America, Local 1032, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve harmonious and economic relations between the Borough and the Union and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal Laws and City Ordinances and Regulations may have application to the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, the Borough Manager of the Borough of Keansburg has negotiated with the members of the Union with regard to this Agreement, and

WHEREAS, this Agreement has been approved by the Borough Council of the Borough of Keansburg.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I  
RECOGNITION

SECTION 1:

The Borough hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time and part-time employees of the Borough of Keansburg, New Jersey, exclusive of Police Officers.

SECTION 2:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all full-time and part-time persons represented by the Union in the above-defined negotiating unit.

ARTICLE II

DURATION OF AGREEMENT

The term of this contract shall be from July 1, 1994 through June 30, 1997 effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

SECTION 1:

The Union shall, through its membership and elected officers ratify this Agreement without modifications, deletions or omissions unless there is exercised the future bargaining provisions as to fringe benefits as set forth specifically herein.

ARTICLE III  
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generally of the foregoing, the following rights.

1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To regulate hours of employment to best meet the needs of the Borough.

4. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited to only the specific and express terms of the Agreement and then only to the extent such specific and express

terms hereof are in conformance with the Constitution of Laws of New Jersey and of the United States and Ordinances of the Borough of Keansburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.



ARTICLE IV  
EMPLOYEE RIGHTS

SECTION 1:

The Borough hereby agrees that all full time and part time named employees shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid protection. The Borough agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Union activities.

SECTION 2:

It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin, political affiliation or religious belief.

SECTION 3:

No employee shall be discharged, disciplined, reprimanded, reduced in rank for compensation or deprived from any professional services without just cause.

SECTION 4:

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V  
GRIEVANCE PROCEDURE

SECTION 1:

General:

It is recognized that a complaint may arise between the Borough and the Union, or between the Borough or any one or more employees, concerning the meaning or application of, or compliance with, any section of this Agreement. The Borough and the Association earnestly desire that such complaints or grievances shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise will be kept as informal as may be appropriate, is outlined hereafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

SECTION 2:

Procedure to be followed:

The Union and Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement all employees shall carry out

their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. A grievance shall be settled in the following manner.

Step One:

The aggrieved shall institute action within five (5) working days after the event giving rise to the grievance that has occurred or within ten (10) working days after the discovery of the incident by the employee Union or Borough, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) working days after the answer to the first step. The Borough Manager shall set a meeting within five (5) working days after the request or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Manager with the Union representative or the Union Attorney, if

requested by the grievant. The Borough Manager's answer to the second step shall be delivered to the Union within five (5) working days after the meeting.

Step Three:

In the event the grievance is not resolved to the satisfaction of any parties herein referred to, it shall be submitted to the New Jersey Civil Service Commission, if such grievance is one other of Civil Service Statutes than that covered by Title II, it shall be taken to binding arbitration in the following manner:

Within five (5) working days after the completion of Step Two, the individual grievant, the Union or the Borough may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. Costs of the arbitrator shall be borne equally between the Borough and the Union. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) working days of the hearing.

Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance that has occurred. A meeting shall be held within five (5) working days after the filing of the grievance

between the Borough Manager, Borough Attorney , Union and its Attorney in an effort to adjust the differences between the parties, and in the event that grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

ARTICLE VI  
AUTHORIZED SALARY DEDUCTIONS

The Borough, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions.

a. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization card.

b. The amount of monthly dues will be certified in writing by the Association and the amount shall be uniform for all members.

c. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make deduction in any monthly period.

d. Dues deducted from employees pay will be transmitted by check as directed as soon as practicable after the deductions have been made.

e. A new authorization card will automatically cancel any prior deduction authorization on file with the Borough.

f. 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 the salary deductions authorization cards submitted by the union to the Borough.

g. If, during the course of this Agreement, CWA - 1032 affects a change in the rate of membership fees, CWA - 1032 will notify the Borough in writing of said increase.

h. Each employee covered by this Agreement shall be required to pay a fee equal to 85% of the annual dues of CWA - 1032 unless said employee is a member of said Union. Such fees will be deducted from employee's salaries in the same manner as dues. These provisions are in compliance with the existing New Jersey Statutes.



ARTICLE VII

SALARIES

SECTION 1:

The minimum salary ranges as of July 1, 1992 for each of the classifications shown shall be as follows:

Account Clerk	\$13,416
Assistant Borough Clerk	2,886
Assessing Clerk	8,840
Building Maintenance Worker	11,636
Clerk p/t	2,080
Clerk f/t	8,528
Clerk Typist p/t	2,600
Clerk Typist f/t	10,920
Code Enforcement Officer p/t	15,600
Communications Operator	13,500
Computer Operator/Payroll Clerk	12,672
Equipment Operator	16,500
Laborer	14,500
Mechanics Helper	13,500
Motor Broom Operator	17,500
Parking Meter Repairer p/t	6.76hr.
Police Records Clerk	15,600
Public Works Repairer	15,500
Road Foreman	24,960
School Traffic Guard p/t	6.50 hr.
Seior Account Clerk	15,600
Senior Mechanic	30,000
Senior Police Records Clerk	18,720
Substitute School Traffic Guard p/t	6.24 hr.
Supervisor/Roads	28,080
Tax Clerk	10,348
Telephone Operator/Receptionist	8,840

SECTION 2:

a. Effective July 1, 1994 each employee other than those listed below shall receive a four (4%) per cent increase in pay.

Effective July 1, 1995 each employee other than those listed below shall receive a five (5%) increase in pay.

Effective July 1, 1996 each employee other than those listed below shall receive a five (5%) increase in pay.

The following employees shall receive a increase of \$1,500 over their present salary effective July 1, 1994. Also a \$1,500 increase effective July 1, 1995 and a \$1,500 increase July 1, 1996. There will be no percentage increase for these employees.

James DellaPietro

James Falco

John Lamberson

Anthony Mosiello

James Simpson

Ronald Schork

Edward Donlon

The following employees shall receive a increase of \$1,000 over their present salary effective July 1, 1994. Also a \$1,000 increase effective July 1, 1995 and a \$1,000 increase July 1, 1996. There will be no percentage increase for these employees.

Eugene Moran

John Lounsbury

Effective July 1, 1994 the following job titles will have a new starting salary which is as follows.

Equipment Operator	\$ 16,500
Laborer	\$ 14,500
Mechanic	\$ 30,000
Mechanic's Helper	\$ 13,500
Motor Broom Operator	\$ 17,500
Public Works Repairer	\$ 15,500

Should any new employee be hired in the Streets & Roads Department to serve in any of the above titles during the duration of this contract they will be entitled to the same flat increase.

The following employees shall receive a increase of \$2,500 over their present salary effective July 1, 1994. Also a \$2,500 increase effective July 1, 1995 and a \$2,500 increase July 1, 1996. There will be no percentage increase for these employees.

Thomas Curtis

Barbara Sellitti

William Smith

Effective July 1, 1994 the starting salary for Dispatcher will be \$ 13,500.

Should any new Dispatchers be hired during the duration of this contract they will be entitled to the same flat increases.

SECTION 3:

Each employee shall be paid twenty six (26) pays per year.

SECTION 4:

The salary ordinance and schedule above shall be strictly adhered to by the Borough and its employees.

SECTION 5:

In the event of an employee's death, retroactive payment due employee shall be paid to the beneficiary as indicated on the P.E.R.S. retirement forms.

SECTION 6:

The retroactive payment for the period of July 1, 1994 to the date of the signing of this Agreement shall be made to all individuals for their proportionate share of any increase whether or not on the date of the signing of this Agreement they are presently employed.

ARTICLE VIII

ADDITIONAL BENEFITS

SECTION 1:

1. All Street and Road Department employees shall be allowed two (2) coffee breaks per day. Time to be established by the Superintendent of Streets & Roads. Said coffee break shall not exceed fifteen (15) minutes per break.

2. All Streets & Roads employees shall be entitled to a one-half hour dinner break, after a reasonable time, after working continuously after 7:00 p.m.

3. All Streets & Roads employees shall receive a \$6.00 meal allowance after working continuously beyond 7:00 p.m.

SECTION 2:

Dispatchers - a 250.00 per year matron duty stipend, limited to Dispatchers who are trained and perform matron duty on a regular basis, shall be implemented. Payment to be made on December 1st.

SECTION 3:

Library room downstairs in Borough Hall is available to be used as a lunch room for Borough Hall employees.

ARTICLE IX  
LONGEVITY PAY

SECTION 1:

All permanent full-time employees shall receive longevity pay from their date of hire in accordance with the following schedule. Said pay will be given on the anniversary date of the employee.

1. Beginning at the completion of five years through the tenth year of service  $2\frac{1}{2}\%$  with a minimum of \$250.00

2. Beginning the eleventh year of service through the fifteenth year of service  $4\frac{1}{2}\%$  with a minimum of \$ 450.00.

3. Beginning the sixteenth year of service through the twentieth year of service  $5\frac{1}{2}\%$  with a minimum of \$ 650.00.

4. Beginning the twenty first year of service through the twenty fifth year of service  $6\frac{1}{2}\%$  with a minimum of \$ 850.00.

5. Over twenty six years of service and thereafter  $8\frac{1}{2}\%$  with a minimum of \$ 1,050.00.

Grandfathered School Traffic Guard (Lorraine Grant) shall receive pro-rated longevity. All other School Traffic Guards, after five years of service will receive longevity pay of one half percent ( $\frac{1}{2}\%$ ) based on hours worked.

Attached hereto and made a part hereof are the names of the present employees along with their date of hire which shall act as their anniversary date.

In the event an employee is terminated/retired prior to the anniversary date of said employee, the employee will be paid a lump sum longevity calculated in accordance to this Article pro

rated over the amount of days worked in the employee's longevity year.

Any employee suspended shall forfeit longevity pro rated on the period of suspension.

6. In the event of an employee's death prior to the anniversary date of said employee, the beneficiary as indicated on the P.E.R.S. retirement forms will be paid a lump sum longevity calculated in accordance to this Article pro rated over the amount of days worked in the employee's longevity pay.

NAME	DATE OF HIRE
Acconzo, Patsy . . . . .	7/11/88
Bartram, Dolores . . . . .	2/23/93
Berger, Wes . . . . .	10/31/88
Cerreta, Joseph . . . . .	11/16/73
Chananie, Arthur . . . . .	4/19/93
Colonna, Marge . . . . .	4/20/82
DellaPietro, James . . . . .	7/15/91
DiGangi, Dolores . . . . .	4/18/94
DiGrigorio, Rose . . . . .	11/18/85
Diomedede, Mary . . . . .	1/31/77
Donlon, Edward . . . . .	3/10/87
Falco, James . . . . .	5/18/92
Franzke, Rosario . . . . .	9/8/92
Gall, Margaret . . . . .	1/14/74
Grant, Lorraine . . . . .	4/03/75
Hall, Evelyn . . . . .	8/22/88

Hamilton, Patricia . . . . .	10/06/76
Kennedy, Deborah . . . . .	4/5/93
Lamberson, John . . . . .	8/21/89
Lounsbury, John . . . . .	5/11/89
Moran, Eugene . . . . .	8/08/88
Mosiello, Anthony . . . . .	6/03/91
Plummer, Nora . . . . .	8/15/88
Reustle, Loretta . . . . .	2/11/91
Schork, Ronald . . . . .	7/11/91
Sellitti, Barbara . . . . .	12/15/86
Shaw, Claire . . . . .	8/01/86
Sherry, Coleen . . . . .	1/23/90
Simpson, James . . . . .	8/9/93
Smith, William . . . . .	3/23/94
Sullivan, Sarah . . . . .	2/01/76
Trebotica, Rita . . . . .	3/01/88
Tremper, Mary . . . . .	9/8/92
Walters, Rhonda . . . . .	10/23/89
Wilburn, Joseph . . . . .	2/11/91
Zeiser, Celeste . . . . .	3/02/88



ARTICLE X  
OVERTIME/HOURS OF WORK

SECTION 1:

The Borough has the right to schedule overtime work as required in a manner most advantageous to the Borough and consistent with the requirements of the Borough, the public interest and applicable law.

SECTION 2:

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift. It is specifically understood and agreed that in the event a Dispatchers position is unfilled, the list of dispatchers shall be canvassed prior to any other persons being solicited.

SECTION 3:

Overtime compensation shall be paid as follows:

Streets and Roads Department employees shall be paid for all time over 40 hours per week in their regular pay at time and one half.

Dispatchers shall be considered 35 hours per week as their regular work week and shall be paid overtime for any time above 35 hours per week in their regular pay. Also, any Dispatcher required to work through the supper hour shall be entitled to reimbursement for meals at the rate of five (\$5.00) dollars each. The supper hour shall commence when the

employee has worked a minimum of ten (10) hours. Police Records Clerk shall be considered a 35 hours per week position and shall be paid for all time as overtime above 35 hours per week in their regular pay.

Other Employees designated as 30 hours per week employees shall receive compensatory time off; hour for hour, for all work in excess of 30 hours and compensatory time and one half for over 40 hours.

SECTION 4:

Employees in the Division of Streets & Roads, when called upon to work in an emergent situation on weekends or holidays, shall receive no less than three (3) hours pay at overtime rate for each time called to work.

SECTION 5:

During the summer months when the beaches are open, unit members will not be required to work on beaches after 2:00 p.m.

ARTICLE XI

HOLIDAYS

SECTION 1:

The following holidays shall be "paid holidays". Employees shall be compensated at their regular rate of pay for sixteen (16) paid holidays per year as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

SECTION 2:

Payment shall be in the following manner if the same is due and owing to employees whose employment is based on round the clock operation and who work shifts. Seven (7) of the said paid holidays shall be paid on July 1st and the balance of nine (9) shall be paid on December 1st.

SECTION 3:

In the event any other Borough employees not covered under this Agreement receive time off with pay based on any action by the Borough Manager, the members of the Union covered under this Agreement shall receive commensurate time off or shall be paid for such time under the terms of this Agreement.

ARTICLE XII  
VACATION TIME

SECTION 1:

Employees shall be granted a vacation, if earned, each year. Vacation may be taken any time in the year, however, the Borough reserves the right to limit the number of employees taking vacation during the months of June, July and August. Vacation shall be earned in the following manner, prorated the fifth, eleventh and eighteenth years, on the employees anniversary date.

First year	Twelve (12) days
Two to five years	Thirteen (13) days
Six to ten years	Sixteen (16) days
Eleven to Seventeen Years	Twenty one (21) days
Eighteen years or more	Twenty six (26) days

SECTION 2:

Each employee shall be entitled to buy back up to five (5) vacation days at the end of each contract year.

SECTION 3:

Permanent part-time employees shall earn vacation on a proportion basis applied to the above schedule.

SECTION 4:

Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. Any unused vacation may be carried forward one succeeding year.

SECTION 5:

Anything hereinbefore to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of vacation time to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled vacation time on a seniority basis.

SECTION 6:

In the event of an employee's death, payment for accumulated vacation time shall be made to the beneficiary as indicated on the P.E.R.S. Retirement Forms.

SECTION 7:

Forty-eight (48) hours notice shall be given from the employee to the Borough Manager to utilize a vacation day off unless the Borough Manager feels request is of an extreme emergency.

ARTICLE XIII  
COMPENSATORY TIME

SECTION 1

Employees will be allowed to buy back two (2) days compensatory time each year; the first pay in December.

Effective the date of the signing of this contract, compensatory time must be approved by the Borough Manager. If approved, any compensatory time accrued must be used by June 30th of the following year.

This does not affect any compensatory time accumulated prior to the date of the signing of this contract.

SECTION 2:

Anything hereinbefore to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of compensatory time to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled compensatory time on a seniority basis.

SECTION 3:

In the event of an employee's death, payment for accumulated compensatory time shall be made to the beneficiary as indicated on the P.E.R.S. Retirement Forms.

SECTION 4:

Forty-eight (48) hours notice shall be given from the employee to the Borough Manager to utilize a compensatory day off unless the Borough Manager feels request is of an extreme emergency.

ARTICLE XIV

MEDICAL, ACCIDENTAL, LIABILITY DENTAL AND DISABILITY INSURANCE  
PROGRAMS

SECTION 1:

It is mutually understood and agreed that the Borough presently has in force Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, and Family Prescription Plan for all full time employees covered by this Agreement, and the same will be continued in full force and effect.

SECTION 2:

Employees who work part time may pay, at full cost to the individual, into the group benefits plan offered by the Borough.

SECTION 3:

Each full time employee covered by the terms and conditions of this Agreement shall receive benefits of a Disability Insurance Program on a share basis of (1/2) one half of one (1%) per cent.

SECTION 4:

All benefits as stated in this Article (Article XIV) shall apply to full time employees, and two (2) School Traffic Guards presently considered permanent, ( Lorraine Grant and Dolores DiGangi) part time and any other employee that may be receiving said benefits at the time of the signing of this contract.

SECTION 5:

All employees hired after the signing of this contract must pay full deductible on all major medical and hospitalization policies.

SECTION 6:

All employees hired after the signing of this contract shall accumulate twenty five (25) years continuous service to the Borough of Keansburg to be eligible for medical, hospitalization, dental, vision, prescription and any other future benefit program to be negotiated by the Union upon retirement.

SECTION 7:

The Borough agrees to provide the following retirees with Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, Family Prescription Plan and any other future benefit program upon retirement.

Acconzo, Patsy	Berger, Wes	Cerreta, Joseph
Colonna, Marge	DellaPietro, James	Dethlefsen, Gloria
DiGrigorio, Rose	Diomede, Mary	Donlon, Edward
Falco, James	Gall, Margaret	Grant, Lorraine
Hall, Evelyn	Hamilton, Patricia	Lamberson, John
Lounsbury, John	McKenna, Vincent	Monahan, Claire
Moran, Eugene	Plummer, Nora	Schork, Ronald
Sellitti, Barbara	Shaw, Claire	Sherry, Coleen



Sullivan, Sarah

Trebotica, Rita

Walters, Rhonda

Zeiser, Celeste

Bartram, Dolores

SECTION 8:

Borough hereby agrees to investigate better dental coverage plan at the same cost as present and will keep in touch with the union as to status.

SECTION 9:

The Borough shall secure and maintain accident and liability insurance for its employees to provide defense for all actions brought against an employee by a third party as a result of Borough employment and operating Borough equipment.

ARTICLE XV  
UNIFORM ALLOWANCE

SECTION 1:

All full time Public works employees and Building Maintenance employees shall be supplied clean uniforms by a Uniform Supply Company. This shall consist of summer trousers and shirts, winter trousers and shirts and a winter jacket. Said Uniforms shall have the employees name and Borough seal attached by the supplier. Not wearing proper uniform shall be grounds for disciplinary action. Since there will be eleven (11) sets of uniforms every ten (10) days for each employee uniforms shall be neat and clean at all times.

SECTION 2:

The Borough shall replace five (5) summer tee shirts per contract year per employee to be laundered by the employee.

SECTION 3:

The Borough will supply one (1) pair of safety shoes per year for the above mentioned employees. An extra pair of shoes shall be provided where needed. Not wearing proper safety shoes while employed shall be grounds for disciplinary action.

SECTION 4: - DISPATCHERS:

Dispatchers shall receive a uniform allowance of \$600.00 per year. Dispatchers shall receive a uniform maintenance allowance of \$250.00 per year.

SECTION 5 - ONE (1) SCHOOL TRAFFIC GUARD:

Lorraine Grant shall receive a uniform allowance of \$500.00 per year.

SECTION 6: - ALL OTHER SCHOOL CROSSING GUARDS:

After forty-five (45) days of employment as a school crossing guard, an initial uniform issue shall be supplied by the Borough. The initial issue shall be comprised of:

- . (1) rain coat
- . (1) rain hat
- . (1) regular hat
- . (1) traffic vest
- . (1) winter coat
- . (2) blouses (based on availability)
- . (2) pants or skirts (based on availability)

Upon resignation or termination of employment, an employee must return his/her uniform before receiving a final pay check. Failure to do so will result in the cost of paid uniform being deducted from the employee's final pay check.

All employees shall be required to properly maintain uniforms.

SECTION 7: - ALL SCHOOL CROSSING GUARDS:

All School Crossing Guards (Other than Substitutes) shall receive a uniform maintenance allowance of \$100.00 per year.

SECTION 8:

Uniform and Maintenance Allowance will be given twice a year April 1 and September 1.

ARTICLE XVI

EDUCATION BENEFITS

The employer, in recognition of its desire that its full time employees remain well trained, proficient and current in their field of endeavor does hereby agree to pay all costs and charges for tuition and credit hour charges for courses which the employee takes in his field. The Borough Manager, however, will decide whether the proposed course is directly related to the employee's field and will not unreasonably withhold his approval of a selected course. Payment shall be made upon successful completion of course.

Dispatchers are encouraged to attend all work related seminars contingent upon budget constraints and at the discretion of the Chief of Police.

ARTICLE XVII

SICK LEAVE

SECTION 1:

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service, from the date of the employee's regular appointment, up to and including the first anniversary date of such employment.

SECTION 2:

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each year of employment thereafter.

SECTION 3:

Sick leave not taken shall accumulate to employee's credit from year to year, and such employee shall be entitled to such accumulation leave with pay if and when needed. The Borough Manager reserves the right to request such verification of disability as he deems appropriate.

SECTION 4:

Full time employees may, at their option, notify the Borough Manager by May 15, 1994 and May 15, 1995 and May 15, 1996 of the number of accumulative sick days they desire to sell to the Borough. Said sick time must be accumulated from prior years and may not exceed a maximum of fifteen (15) days and may be as few and one (1). Payment for said sick time will be made the second (2nd) pay in January.

SECTION 5:

When an employee retires for reasons of disability, age, or length of service, he shall be entitled to fifty per cent (50%) of his accumulative sick days not exceeding seven thousand five hundred (\$7,500.00) in total. The retiring employee shall, if possible, advise the Borough Manager of the employees intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the P.E.R.S. retirement forms.

SECTION 6:

In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the P.E.R.S. retirement form.

## ARTICLE XVIII

### INJURY LEAVE

#### SECTION 1:

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing his duties and covered by Worker's Compensation Insurance.

#### SECTION 2:

All payments shall be made concerning injury leave subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proven to have been due to intoxication or willful misconduct on the part of the employee.

#### SECTION 3:

If an employee absent from work due to an accident, illness, or injury covered by Worker's Compensation Insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits he shall not be entitled to payment of any additional benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.

#### SECTION 4:

Employees absent from duty due to an accident, illness or injury covered by Worker's Compensation Insurance will be compensated by the Borough of Keansburg for the difference between the amount paid by the Insurance Company and the regular rate of

pay salaried employees, and, in the case of per diem or hourly employees, at the regular base rate of pay.

SECTION 5:

The payments enumerated above will be made for a period of not in excess of twenty (20) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval by the Borough Manager. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of his injury.

(A) Use of Injury Leave: The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Worker's Compensation Act. The employee shall be paid the difference between his actual wages and that received from the judgement of the New Jersey Worker's Compensation Division.

(B) Contested Injuries: Charges may be made against the sick leave accrual if in any case the Borough is contesting that the injury occurred on the job.

In the event that the State determines in favor of the employee, sick leave so charged will be re-credited to the employee's sick leave accrual balances and all payments in excess of the difference be recoverable by the Borough of Keansburg and deducted for future payments to the employee under injury leave. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and for vacation leave.



(C) Medical Proofs: In order to limit the obligation of the Borough of Keansburg for each and new separate injury, the Borough may require the employee to furnish medical proof or submit to a medical examination by the Borough at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Borough's service.

ARTICLE XIX  
BEREAVEMENT LEAVE

The Borough shall grant to each full time employee, a maximum of five (5) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Borough Manager.

The immediate family is defined as Mother, Father, Husband, Wife, Son, Daughter, Brother, Sister or any relative residing in the employee's household.

In the event of death of an employee's Grandfather, Grandmother, Mother In Law, Father In Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law, the Borough shall grant three (3) days leave with pay.

ARTICLE XX

SUSPENSIONS, DISMISSALS, DEMOTIONS AND PROMOTIONS

SECTION 1:

They shall be in accordance with R.S. Title Civil Service.

SECTION 2:

It is agreed that no clause in this Agreement shall imply any lowering of the working conditions heretofore existing in any division of the Borough.

SECTION 3:

There shall be a posting of all positions which are currently open and available by the Borough Manager.

SECTION 4:

The employer shall provide CWA - 1032 and its representatives herein, with a bulletin board for its use as well as for the posting of the job openings as set forth in Section 3 above on the bulletin board located on the wall by the time clock in the Construction office.

ARTICLE XXI

OUTSIDE EMPLOYMENT

Employees shall consider their positions with the borough as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties and must be approved by the Borough Manager.

ARTICLE XXII  
UNION REPRESENTATIVES

SECTION 1:

The Borough agrees to grant time off without loss of regular pay, not to exceed six (6) days to the three local Union Delegates, to attend Union Conferences and Seminars, provided five (5) days written notice specifying the dates of the Conferences and Seminars is given to the Borough Manager by the Union. A certificate of attendance to the Conference/Seminar shall, upon request by the Borough Manager, be submitted by the representative attending.

SECTION 2:

Designated representatives of the Union may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the union decides to have its representatives enter Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonable withheld, provided there shall be no interference with the normal operations of the business of Borough Government or normal duties of its employees.

ARTICLE XXIII  
NO STRIKE PLEDGE

SECTION 1:

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or productions during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. The Union shall not be held liable to unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

SECTION 2:

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

SECTION 3:

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXIV  
PERSONAL DAYS

Five (5) days leave of absence with pay will be allowed to each full time employee, to be referred to as "PERSONAL DAYS".

Forty-eight (48) hours notice shall be given from the employee to the Borough Manager to utilize a personal day unless the Borough Manager feels request is of an extreme emergency.

No more than two (2) Personal Days shall be used in December.

Said Personal Days shall not be accumulative and must be utilized each year or forfeited.

ARTICLE XXV

JURY DUTY

Any employee summoned to Jury Duty or as a witness in behalf of the Borough shall receive full pay at the regular rate while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Borough Manager prior to any payment for such service.



ARTICLE XXVI  
SAFETY COMMITTEE

Representatives to serve on a joint Health and Safety Committee along with designees of the Borough. The Union Representatives shall be from the Police Department, Borough Hall and Public Works. They shall meet at least three (3) times per year to review conditions in general and to make recommendations when appropriate.

ARTICLE XXVII  
SEVERABILITY OF THE AGREEMENT

SECTION 1:

In the event that any part of this Agreement is found to be illegal by any court of law or by any Federal or State Administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such findings shall not effect the remainder of the Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of this Agreement null and void.

SECTION 2:

Similarly, a legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

SECTION 3:

Nothing contained herein shall be construed to deny any employee his rights under R.S. VI (Civil Service).

ARTICLE XXVIII  
TERM AND RENEWAL

SECTION 1:

This Agreement shall be in full force and effect and of July 1, 1994 and shall remain in effect to and including June 30, 1997 without any reopening date. The parties hereto shall commence negotiations for a new contract at least ninety (90) days prior to the expiration date of the within Agreement. If the terms of a new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed upon shall be retroactive to the expiration date of this Agreement.

The Parties to this Agreement mutually acknowledge that the issue of the legality of Section 7 of this Agreement is the subject of an Unfair Labor Practice complaint brought by the Union against the Borough and presently pending before the Public Employee Relations Commission. The Borough has responded to that complaint by alleging that Section 7 of the Agreement is beyond the delegated authority of the Borough. The parties agree that in the event that the proceeding aforesaid shall result in a determination that the provisions of Section 7, as applied or otherwise, are beyond the delegated authority of the Borough or otherwise, or in the event that the Union shall withdraw the complaint aforesaid, that Section 7 shall be deemed null and void and unenforceable. If, on the contrary, the proceeding aforesaid shall result in a determination that Section 7, is not beyond the delegated authority of the Borough, the parties agree that such section shall be deemed in full force and effect between the parties.

*eh*  
*10/27/94*

*PP* *10/27/94*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Keansburg, Monmouth County, New Jersey on this 27 day of October, 1994

THE BOROUGH OF KEANSBURG

BY: Philip D. Hupp  
Borough Manager

Communications Workers of America Local # 1032

BY:

Lynette Hall  
Robert Hamilton  
James J. Jato  
Edward W. W. W.

Loretta Reusath  
Rose Marie DiBugno  
Margaret M. Gall

BY:

Nicholas Galluccio  
Staff Representative, CWA Local 1032

ATTEST:

Thomas P. Cusick  
Thomas P. Cusick, Borough Clerk

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*eh*  
*10/27/94*

*PP* *10/27/94*

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THE BOROUGH OF KEANSBURG

BY: Philip D. Fuh  
Borough Manager

Communications Workers of America Local # 1032

BY: Evelyn Hall  
James Hamilton  
James J. Jato  
Edward Dault

Loretta Senetta  
Rose Marie DiStasio  
Margaret M. Gall

BY: Nicholas Gallicchio  
Staff Representative, CWA Local 1032

ATTEST:

Thomas P. Cusick  
Thomas P. Cusick, Borough Clerk