

Contract 860

BOROUGH OF ATLANTIC HIGHLANDS
and
ATLANTIC HIGHLANDS MUNICIPAL EMPLOYEES ASSOCIATION

DURATION: January 1, 1990 through December 31, 1992

APRUZZESE, McDERMOTT, MASTRO & MURPHY
A Professional Corporation
Somerset Hills Corporate Center
25 Independence Boulevard
P.O. Box 112
Liberty Corner, New Jersey 07938
(908) 580-1776

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07938
(908) 580-1776

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THIS AGREEMENT made and entered into as of this 11th day of DECEMBER 1991, between the BOROUGH OF ATLANTIC HIGHLANDS hereafter referred to as the "BOROUGH" and the ATLANTIC HIGHLANDS MUNICIPAL EMPLOYEES ASSOCIATION, hereafter referred to as the "ASSOCIATION".

The effective date of this Agreement is _____.

The Borough and the Association agree as follows:

ARTICLE 1 Recognition

The Borough recognizes the Association as the sole and exclusive bargaining agent for all blue collar employees employed by the Borough of Atlantic Highlands in the Street, Water and Sewer, Harbor and Sanitation Departments excluding all office clerical and supervisory employees within the meaning of the Act.

ARTICLE 2 Employee Covered By Agreement

Section 1 The Borough agrees to forward to the Association the full name and address of all new employees.

Section 2 The Borough agrees to deduct the monthly dues from the pay of those employees who individually authorize, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Association and the deductions of the employees shall be remitted together with an itemized statement to the Association on an agreed upon day of each month after such deductions are made.

Section 3 If a full-time regular employee does not become a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services, but shall not include costs associated with partisan,

political activities or causes only incidentally related to terms and conditions of employment, and all benefits available only to members of the Association. In no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The Association shall establish and maintain a demand and return system in accordance with the law.

Section 4 Payment of the representation fee in lieu of dues shall be made to the Association during the term of the collective bargaining agreement affecting such non-member employees and during the period, if any, between successive agreements so providing, on or after, but in no case sooner than the 30th day following the beginning of an employee's employment in a position included in the bargaining unit.

Section 5 For purposes of Application of Sections 2, 3, and 4, herein, the Date of Certification, September 6, 1985 shall be considered the effective date.

Section 6 The Association agrees to save the Borough harmless for all deductions made in accordance with this agreement.

ARTICLE 3 Grievance Procedure

Section 1 A "grievance" shall be any claim or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this agreement.

Section 2 A grievance to be considered in this procedure must be initiated by the employee within 10 calendar days from the time the cause for the grievance occurred.

Section 3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of this decision rendered at that step.

Section 4 Procedure

Step 1 The grievance, when it first arises, shall be taken up orally between the employee, the Association steward, and the supervisor designated by the Borough. The supervisor shall give a written answer to the grievance within 5 working days.

Step 2 If no settlement is reached at Step 1, the grievance shall be reduced to writing and the Association steward shall submit the written grievance to the Borough Administrator or any person designated by the Borough within 5 working days of receipt of the answer at the first step. The Borough Administrator or her designee shall meet with the Association steward within 5 working days to discuss the grievance. The Borough Administrator shall give a written answer to the grievance within 5 working days from the date of the Step 2 meeting.

Step 3 If no settlement is reached at Step 2, the grievance shall be submitted in writing to the Borough Council within 5 working days of receipt of the answer at the second step. The Borough Council shall meet with the aggrieved party and the Association steward within 14 calendar days of the Borough Council's receipt of the aggrieved employee's appeal.

The Borough Council shall notify the aggrieved employee in writing of the Borough's disposition of this grievance 14 calendar days after the hearing of the aggrieved employee's appeal.

Step 4 If no settlement is reached at Step 3, the grievance shall be submitted to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall not amend, modify or annul any provision of this agreement. Arbitration shall be limited to those issues or disputes which arise as a result of an alleged breach of contract.

ARTICLE 4 Seniority

Section 1 The Borough shall establish and maintain a unit wide seniority list of employees with dates of employment from the last hire date.

Section 2 All new employees shall be considered probationary for a period of 90 days from date of hire. During the probationary period, the Borough may terminate a probationary employee for any reason. An employee terminated during the probationary period shall not have recourse to the grievance procedure.

Section 3 Whenever there is a reduction in force, the employee(s) with the least unit wide seniority shall be laid off first assuming the employees remaining are qualified to perform the work required.

ARTICLE 5 Work Week and Overtime

Section 1

Sanitation -

The normal work week shall be Monday through Saturday.

Streets - The normal work week shall be Monday through Friday, 7:30 A.M. to 4:30 P.M. with one (1) hour for lunch

Water & Sewer -

The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Harbor - The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Section 2 - Overtime at the rate of time and one-half shall be paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week. In the event that an employee is called out to work other than his normal work hours, he shall be paid overtime at the rate of time and one-half for hours worked but in no case shall be paid for less than two (2) hours.

Section 3 - An employee may elect compensatory time off at the premium rate in lieu of paid overtime, on notice to the supervisor and subject to available manpower. Compensatory time must be used in the calendar year earned or else it shall be paid at the premium rate at the conclusion of said calendar year.

ARTICLE 6 Management Rights

A. The Association recognizes that the Borough may not by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Borough.

B. The Borough reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with the laws of the State of New Jersey to do the following:

1. to direct employees of the Borough;
2. to hire, assign, promote, transfer and retain employees covered by this agreement or to demote, terminate or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employee(s) from duties because of lack of work, or other business reasons;
5. to maintain the efficiency of Borough operations; and
6. to determine the methods, means and personnel by which such operations are to be conducted.

C. All of the rights, power and authority possessed by the Borough prior to the signing of this agreement are retained exclusively by the Borough, subject only to such limitations as are specifically provided in this Agreement.

ARTICLE 7 Holidays

A. The following holidays with pay shall be observed by the Borough:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Columbus Day
10. Thanksgiving Day
11. Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

B. Employees who may be required to work on a recognized holiday will be paid at the rate of time and one half, plus regular rate of pay.

Effective 1992, Good Friday shall be observed by the Borough as a holiday with pay.

C. When a holiday occurs during an employee's vacation, that day will not be charged to his vacation time. If a holiday occurs while an employee is on sick leave, the holiday shall not be charged against sick leave credits.

D. Employees will receive (3) personal days a year. An employee requesting a personal day shall be required to give one (1) week's notice to the Borough Administrators office. Unused personal days will be converted to sick leave.

ARTICLE 8 Vacation

A. Regular full-time employees shall receive vacation as follows:

<u>Years of Service</u>	<u>Number of Working Days</u>
Hire to end of first year	5/6 days pay for each month
2nd year through end of 4th year	10 days
5th year through end of 9th year	15 days
10th year through end of 15th year	20 days
16th year on	20 days plus 1 day for each additional year of service over 16

B. Vacation time may not be accumulated for a period past the vacation year without the written consent of the Borough Administrator.

C. Vacation schedules shall be approved by the Supervisor in charge, and submitted to the Borough Administrator by March 1st each year. Vacations shall be scheduled so as to permit efficient use of manpower in order to maintain adequate coverage during the vacation period.

D. Employees who leave the employ of the Borough before the vacation period shall be compensated for any accrued vacation time that may be due said employees.

ARTICLE 9 Leaves

Section 1

A. Sick Leave" shall mean paid leave that may be granted to a regular employee who through sickness or injury becomes incapacitated to a point that makes it impossible for him to perform the duties of a position, or an employee who is confined by a physician for strong medical reasons.

B. A doctor's authorization for the absence and release to duty shall be submitted to the Borough when the employee returns to work.

C. Regular full-time employees shall receive sick leave credits of one and one-half (1-1/2) working days for each month of service. Sick leave not taken shall accumulate from year to year.

D. After three (3) consecutive days of sick leave, the Borough may require a report from the attending physician or an examination by a physician designated by the Borough.

E. Refusal of an employee to comply with the instructions of his physician or failure to cooperate with the designated physician may cause rejection of a sick leave claim, and disciplinary action.

F. All sick leave claims shall be approved by the employee's supervisor and certified by the supervisor to the Borough Administrator.

G. An employee retiring based on service shall be granted a separation payment equal to one-half of the cash value of his accumulated sick leave, not to exceed 60 days.

H. Effective in 1992, the Association may implement a sick leave pool through which employees can transfer accumulated sick days to employees whose accumulation has been exhausted. The details and administration of the pool shall be the responsibility of the Association. The Association shall hold the Borough harmless in connection with the implementation and administration of the pool, but shall provide a copy of same to the Borough when it is completed.

Section 2 Bereavements

Section 1

In case of death in the immediate family of any employee, the Borough may grant up to four (4) days leave. Immediate family shall include spouse, father, mother, brother, sister, son, daughter, or a relative living with the employee.

Section 3 Jury Duty

An employee who is called for Jury Duty shall receive pay during the period of Jury service equal to his regular salary less the remuneration of Jury service allowance. A statement of

Jury earnings and time served must be supplied by the employee to the Borough.

ARTICLE 10 Pension & Welfare Benefits

Section 1 All regular full-time employees enrolled in the Public Retirement System (PERS), are subject to payroll deductions, and Borough contributions on behalf of employees are made in accordance with the regulations promulgated by PERS.

Section 2 The Borough participates in the New Jersey State Health Benefits Program which includes Basic Benefits (14/20 Series), Extended Coverage (Rider J), and Major Medical Coverage. The Borough shall pay the full cost of the premiums.

Section 3 The Borough shall pay the full cost of the premiums for a \$10,000.00 Life Insurance Policy for each employee.

Section 4 A full-time regular employee temporarily disabled in the line of duty shall receive his regular salary during the first three (3) months of such disability and within the first three (3) months from the date of the incident that caused said disability. Any temporary insurance compensation received for this three month period shall be offset against the employee's regular salary. After this three-month period, any further absence will be charged first to his accumulated sick leave and then to vacation credits. Thereafter no benefits shall accrue or be paid.

Section 5 All permanent Borough employees are eligible to apply for reimbursement of educational expenses beginning with the second year of employment. Expenses for which reimbursement may be claimed are tuition, registration fees and books and lab material. Applicants must outline the benefits that will accrue

to the Borough as a result of completion of the course and applications to take courses must be filled out and submitted to the Borough Administrator.

Section 6 A full-time regular employee who is ill or temporarily disabled outside the line of duty shall be eligible to receive disability benefits under a private Disability Plan, the premiums for which are fully paid for by the Borough. The Disability Benefit payments shall begin after ninety (90) continuous days of illness or temporary disability. .

ARTICLE 11 Work Clothes

The Borough shall continue to provide uniforms, boots and outerwear clothing to the employees.

Effective in 1990, a four hundred dollar (\$400.00) clothing allowance shall be provided to each employee. This clothing allowance shall increase to four hundred fifty dollars (\$450.00) in 1991, and five hundred dollars (\$500.00) in 1992.

The employee shall be responsible for cleaning and maintaining the uniform.

Effective upon ratification, prescription eyeglasses damaged on the job and presented immediately to the Borough Administrator shall be reimbursed in an amount not to exceed seventy-five dollars (\$75.00).

ARTICLE 12 Wage Rates

A. Each member of the bargaining unit shall receive the following increases which shall be exclusive of any increment to which the member may be entitled:

January 1, 1991.....4.9%
January 1, 1992.....6.0%

(See attached Ordinance No.)

B. Each full-time employee shall be entitled to and receive, in addition to his salary stated above, a longevity bonus for each completed five-year increment of continuous full-time employment, prorated for that period from the anniversary date to the end of the calendar year, as recognition for his service and his increased value to the Borough. Said bonus shall be as follows:

	<u>YEARS OF SERVICE</u>	
	<u>1991</u>	<u>1992</u>
5 years	\$ 400	\$ 500
10 years	600	700
15 years	800	900
20 years	1100	1200
25 years	1300	1400
30 years	1500	1600

C. Such payment shall be included in and considered part of the employee's basic salary for purposes for computing taxes and payments to any retirement systems, and shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular salaries.

D. Any employee who is requested to be on stand-by shall receive \$30.00 per day for stand-by. When an employee is on stand-by and is called out to work, he shall receive pay at the rate of time and one-half for hours worked on call out but in no case shall be paid for less than two (2) hours . This is in addition to the stand-by pay.

ARTICLE 13 Coffee Breaks

Employees shall be granted no more than a 15 minute break in the morning and no more than a 15 minute break in the afternoon. The break period shall be designated by the Borough.

ARTICLE 14 Meal Allowance

When an employee is required to work 10 hours or more, the employee shall be granted one-half (1/2) hour meal break after 10 hours and an additional one-half (1/2) hour after working 5 additional hours. At each such meal period the employee shall be reimbursed for a meal at the rate of \$3.50 per meal.

ARTICLE 15 Separability Clause

In event any provision of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law, regulation, or order, now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the Agreement.

ARTICLE 16 Term of Agreement

This agreement shall become effective on January 1, 1990 and shall terminate on December 31, 1992. All provisions contained herein shall be retroactive to the effective date of this

agreement, unless otherwise stated herein. This contract shall remain in effect until a new contract is negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

BOROUGH OF
ATLANTIC HIGHLANDS

Attest:

Marilyn L. Green

BY: Matthew J. Kulhanek

ATLANTIC HIGHLANDS MUNICIPAL
EMPLOYEES ASSOCIATION

Attest:

Rudolph J. Trivett

BY: Mani O. Barrett