

**AGREEMENT**

**BETWEEN**

**BOROUGH OF BELMAR**

**MONMOUTH COUNTY**

**AND**

**INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND FURNITURE WORKERS  
LOCAL 417- AFL-CIO**

**January 1, 1994 through December 31, 1996**

## INDEX

Preamble .....	1
Article I - Recognition .....	2
Article II - Dues Check-Off .....	3
Article III - Agency Shop .....	6
Article IV - Bulletin Boards .....	8
Article V - Grievance Procedure .....	9
Article VI - Union Business Leave and Visitation .....	14
Article VII - Work Week and Overtime .....	16
Article VIII - Holidays .....	18
Article IX - Payment of Wages .....	20
Article X - Court Appearances - Jury Duty .....	21
Article XI - Salaries .....	22
Article XII - Longevity .....	23
Article XIII - Snow Removal .....	25
Article XIV - Uniforms .....	26
Article XV - Insurance .....	28
Article XVI - Vacations .....	31
Article XVII - Subcontracting .....	33
Article XVIII - Management Rights .....	34
Article XIX - Rules and Regulations .....	36
Article XX - Non-Discrimination .....	37
Article XXI - Union Responsibilities .....	38
Article XXII - Sick Leave .....	39
Article XXIII - Personal Leave .....	43
Article XIV - Funeral and Bereavement Leave .....	44

Article XXV - Partial Reimbursement for Unused Sick Leave .....	45
Article XXVI - Strike and Lockouts .....	48
Article XXVII - Safety Committee .....	50
Article XXVIII - Medical Examinations .....	51
Article XXIX - CDL License .....	52
Article XXX - Fully Bargained Provisions .....	53
Article XXXI - Severability and Saving Clause .....	54
Article XXXII - Term and Renewal .....	55

**PREAMBLE**

THIS AGREEMENT, made and entered into this            day of June, 1994, by and between the **BOROUGH OF BELMAR**, in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and the **INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS, LOCAL 417, AFL-CIO**, (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargainable 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 who are covered by Article I, **RECOGNITION**.

ARTICLE I  
RECOGNITION

The Borough recognizes the Union as the exclusive collective bargaining representative for all non-supervisory, full-time and regular part-time "blue-collar" employees of the Department of Public Works and its Division of Water and Sewer, excluding seasonal employees, managerial employees, police, police dispatchers, professional, clerical and confidential employees.

ARTICLE II

DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.93, as amended. Said monies, together with records of any corrections, shall be transmitted to the Union by the fifteenth (15th) of each month following the pay period in which deductions were made.

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

C. The Union will provide the necessary "Check-off Authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk. 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 salary reduction authorization cards submitted by the Union to the Borough or in

reliance upon official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. The Borough may deduct said dues from employees authorizing the same in writing under the following conditions:

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

2. The amount of monthly dues will be certified in writing by the President of the Union, and the amount shall be uniform for all members.

3. 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 the deduction in any monthly period.

4. Dues deducted from employee's pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

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

6. New employees hired after the date of this Agreement shall also have deducted from their pay an initiation

fee set by the local unit.



ARTICLE III

AGENCY SHOP

A. The Borough agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following a written notice from the Union of the amount of the fair-share assessment. A copy of the written notice of the amount of the fair-share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair-share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

D. The sum representing the fair-share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment

which ordinarily cannot be secured through collective negotiations with the Borough.

E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

F. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

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 or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IV

**BULLETIN BOARDS**

A. A bulletin board shall be made available by the Borough for the use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

B. Borough job vacancies shall be posted on said bulletin board.

C. The Borough may make use of the bulletin board for posting informational items concerning the union employees.

ARTICLE V

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 rights 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 the parties over the interpretation, application or violation of policies, agreements and administrative decisions affecting the 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 or the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision as soon as possible but not later than five (5) 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 grievance with the Department Head within three (3) days following the determination at Step One.

(b) The Department Head 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) 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 ten (10) 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) workdays 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 THE ARBITRATOR

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitutions 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 by the parties 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. No response at any Step of 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 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 Executive Board of the Union. The Executive Board shall conduct a conference with the representatives of the Borough within ten (10) days of 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 elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration

hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Borough Council on the grievance. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant.



ARTICLE VI

UNION BUSINESS LEAVE AND VISITATION

A. The members of the Union's negotiating committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Borough and Union for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Union, as provided in Article V preceding, will be granted the same privilege for processing grievances.

b. The Unions authorized representative shall be granted permission to enter upon the Borough's premises at reasonable times during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of a grievance which has arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not in any way interfere with the operation of the Department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Borough.

C. Union shop stewards shall be released from work time to process grievances upon notice to the supervisor or foreman.

Release time shall be taken only for this purpose, shall be used reasonably, and shall not exceed one hour on any day. Release time shall not be taken in emergency work situations.

D. Two (2) representatives appointed by the Union shall be released without pay one hour early from work on one day a month to attend Union meetings.

ARTICLE VII

WORK WEEK AND OVERTIME

A. Working hours shall be forty (40) hours per week for all employees in the bargaining unit.

B. Whenever an employee works in excess of his regularly assigned work week in excess of forty (40) hours, (provided a sick day, holiday, or vacation day is not to be subtracted in the computation of said forty (40) hour week), or on one of the holidays designated hereinafter, said employee shall be paid for such overtime work at a rate of one and one-half (1-1/2) times the hourly rate which said employee received for his regularly assigned duty.

C. If any employee is called in on off-duty hours, the Borough will guarantee a minimum of two (2) hours pay at a rate of one and one-half (1-1/2) times the hourly rate he received for his regularly assigned duty; but if said call-in is contiguous with same employee's regularly assigned workday, then pay at the rate of time and one-half (1-1/2) will be granted only for those hours worked as overtime in excess of the normal forty (40) hour work week.

D. Employees are required to work on a shift basis - but there shall be no split shifts. Days off shall be consecutive, but need not necessarily include a Saturday or a Sunday. Notwithstanding the foregoing, prior to any change in the normal Monday through Friday work schedule, other than at the Borough

Marina, the Union shall receive notice from the Borough and shall have the opportunity to discuss any proposed scheduling change before it is put into effect; provided that nothing contained herein shall require the parties to reach an agreement as to the implementation of a scheduling change, and the failure to reach such agreement shall not give rise to a grievance or unfair labor practice charge under this Agreement.

E. Following present practice, any employee reporting five (5) minutes late for work shall have deducted from his pay a half-hour computation of his pay. Further if he is thirty-five (35) minutes late for work, the deduction shall be one hour computation of his pay, and if he is sixty (60) minutes late for work, he may be dismissed for the day with no compensation for that day.

ARTICLE VIII

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day's pay for each of thirteen (13) holidays falling on a regularly scheduled workday during the year. Said holidays are listed as follows:

January 1	January - Martin Luther King Day
February 12	Third Monday in February
Good Friday	Last Monday in May
July 4	First Monday in September
Second Monday in October	November 11
Fourth Thursday and Fourth Friday in November	(Thanksgiving Day and day following)
December 25	

B. If said holiday shall fall on a Saturday, it shall be celebrated on the Friday preceding and not on the date noted. Moreover, if said holiday shall fall on a Sunday, it shall be celebrated on the following Monday and not on the date noted.

C. Holiday Pay or Leave

Any employee of this bargaining unit who is required to work on any of the above enumerated holidays shall be paid for said day plus one and one-half (1-1/2) times said employee's hourly rate as payment in lieu of said day.

D. To be eligible for holiday pay, an employee must work

both the day before and the day after the holiday, unless absent on an approved vacation day, or absent due to illness certified by a physician, approved bereavement leave, or an absence approved because it was beyond the employee's control.

ARTICLE IX

PAYMENT OF WAGES

A. All employees covered by this Agreement shall be paid bi-weekly, provided said employee shall have worked in said pay period, on Friday of every second week so far as possible. Procedures shall be in accordance with regular accounting procedures which have been in effect since July 1, 1972.

B. An employee who is assigned work out of title for at least a full day shall receive a change in rate for that period only, and receive the rate of pay commensurate with the work actually being performed, or his normal rate, whichever is higher.

C. No full-time employee covered by this Agreement shall receive less salary than provided by the Borough Ordinance covering his position.

D. Any employee, with the permission of the Borough Council, attending a course or seminar relating to his position in the Borough shall be reimbursed for the cost of the course or seminar upon presentation of a paid bill attached to a Borough voucher.

ARTICLE X

COURT APPEARANCES - JURY DUTY

A. Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Administrator, shall receive full-time pay for said jury duty, minus any compensation received for said jury service, except for travel expense.

B. Any employee covered by this Agreement who is absent from work because of a required Court appearance as a witness on behalf of the Borough, upon proper evidence of same being presented to the Administrator, shall receive full-time pay for the period of said appearance. Said employee shall be reimbursed for Borough authorized reasonable expenses incurred in conjunction with said appearance.



ARTICLE XI

**SALARIES**

Salaries shall be paid in accordance with Schedule A attached hereto and made a part hereof.

ARTICLE XII

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary and shall be paid to each permanent, full-time employee on the following basis:

1. All permanent, full-time employees shall receive longevity pay, effective as of the first day of the first full 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. Base pay for permanent, full-time blue collar employees in the Union, shall be computed as follows:

Hourly rate of pay multiplied by 2080 hours.  
If said hourly rate changes within the year,  
the computation shall be made in proportion  
to the time at each rate.

3. Date of permanent appointment shall mean the effective date of regular appointment approved by the New Jersey Department

of Personnel. Where no list has been established by the New Jersey 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 New Jersey 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.

4. For permanent, full-time blue-collar employees in the Union, payment of longevity shall be made in a lump sum on or before December 15th of the year for which payment is made. However, a full-time, blue collar employee in the Union who retires or dies during a year in which he would be entitled to longevity pay shall be paid if he retires or his estate if he has died, longevity pay computed at 1/12th of the year for each full month's work.

ARTICLE XIII

SNOW REMOVAL

A. If an employee is required to work on removal of snow, there shall be no reduction of base pay as provided by his title under the Borough Ordinance, and he shall be paid the base pay so provided by his title.

B. If any blue collar employee is available, able and willing to work on snow-removal work, no other Borough employee shall be given said work. However, the Borough shall not be limited thereby from contracting by emergency or public bid, to any outside persons or corporations for this or any other purpose. No such contract shall cause a diminution in base salary or layoff of any permanent employee.

C. Any employee covered by this Agreement working more than sixteen (16) hours overtime continuously, shall be eligible to take off the day following completion of snow removal at his regular rate of pay and shall be charges as a sick day, provided that the charge of a sick day shall not diminish the employee's vacation bonus.

D. Effective January 1, 1994, employees shall be allowed up to \$12.00 meal money during snow removal emergencies and storm emergencies, for each meal period determined as follows: First meal to be available after three (3) hours of snow removal or storm emergency work; next meal to be available after five (5) hours of snow removal or storm-emergency work.

ARTICLE XIV

UNIFORMS

A. The Borough will provide a uniform allowance during the term of this Agreement at the rate of \$650.00 for each of the three years of this contract.

This allowance will be for the employee to purchase his own gloves, boots and rain gear, needed for his work assignment as an employee of the Borough, as well as the following uniform items: Shirts - long sleeve; Shirts - short sleeve; Trousers; a B-34 Jacket, a Hip Length Jacket; and Coveralls.

B. During the first year of this Agreement (1994) each employee will be REQUIRED to purchase the following:

Three (3) Long Sleeve Shirts

Three (3) Pants

Six (6) Summer Shirts

The Borough will purchase these items of clothing by voucher for each employee covered under this Agreement and after deducting the cost of same from each employee's \$650.00 clothing allowance, the remainder will be paid to each employee individually, no later than August 15, 1994, provided said clothing has been ordered and purchased.

Payment of the uniform allowance during 1995 and 1996 shall be made as follows: On or about July 15 of each year.

C. An employee must wear the uniform provided by the Borough unless he has specific permission from the Department

Head.

D. The Borough will reimburse any employee for clothing damages in the line of duty and not due to the fault of the employee, up to a maximum amount of \$80.00 per year. An employee desiring reimbursement pursuant to this section shall submit a properly executed voucher.

E. If during the course of any year, an employee is advised by Management that an article of clothing is unsuitable for work, Management will advise the employee in writing, with a copy to the Union, and mandate that those articles of clothing be purchased from the next year's clothing allowance.

ARTICLE XV

INSURANCE

A. The Borough shall indemnify and hold harmless all employees under this Agreement for any actions brought against any employee by a third party arising out of and in the course of any such employee's Borough employment.

B. The Borough shall provide and maintain all insurance coverages in effect at the inception of this Agreement, or their equivalent coverages, except as set forth in Paragraph A, hereinabove. Presently, the Borough provides coverage by Connecticut General Insurance, which presently includes:

1. Basic plan - Hospitalization;
2. Extended basic out-patient benefits, and "extended basic benefits" commonly known as "Rider J" benefits;
3. Major Medical Insurance

C. The Borough shall pay the full cost of the current dental insurance plan now in effect or its equivalent, and shall continue to provide the prescription insurance plan now in effect, or its equivalent.

D. 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 current or an equivalent plan, the Borough shall pay the cost for that post-retirement health insurance coverage.

E. The Borough shall enroll the employees in the State Plan for Temporary Disability Benefits Program, effective January 1, 1991. The parties understand that under current law this plan is financed by each employee contributing .005 percent of each employee's taxable wages.

F. The Borough shall provide each employee hired prior to January 1, 1995, and family member (i.e. spouse and/or dependent children either under nineteen (19) years of age or under twenty-three (23) years of age if a full-time student) residing with the employee with an eyeglass prescription and examination insurance plan at no cost to the employee.

G. The Borough reserves the right to change insurance carriers so long as equivalent benefits are provided for those in effect at the inception of this Agreement.

H. All new employees, hired after 1-1-95 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 or spouse, at their own costs, at the rate available to Borough employees. After the completion of three (3) years of employment, calculated by their anniversary date, each employee will be entitled to change their health benefits coverage to include family members, at the Borough's expense.

I. Effective August 1, 1994 or as soon thereafter as possible, the co-pay on the Borough's prescription plan will be



increased to \$5.00 per prescription.

ARTICLE XVI

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. One (1) year of service and through six (6) years of service - twelve (12) working days vacation.
3. Seven (7) years of service and through eleven (11) years of service - fifteen (15) working days of vacation.
4. Twelve (12) years of service and through sixteen (16) years of service - twenty (20) working days of vacation.
5. Seventeen (17) years of service - twenty-five (25) working days of vacation.
6. In the final year of service - all employees will receive one-twelfth (1/12th) of their annual vacation for each month of service in the final year.

B. The Department Head shall be charged with setting up a mandatory vacation schedule. Individual changes in said schedule will not be granted without the written approval of the Department Head.

C. Earned vacations may not be accumulated into subsequent calendar years without the approval of the Department Head.

D. An employee who has returned from extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated, shall be considered a new employee

for the purpose of determining vacation eligibility.

E. Vacation leave shall not be taken in less than one (1) day periods unless permission is granted prior thereto by the Department Head.

F. Any employee not using any sick-leave time, except as provided in Article XIII, Section C, between January 1st and June 30th inclusive, in any given year, and/or between July 1st and December 31st, inclusive, in any given year, shall receive one (1) additional vacation day for each such six (6) month period. Each additional vacation day so earned shall be used no later than the end of the calendar year following the date when earned.

ARTICLE XVII

**SUBCONTRACTING**

The Borough agrees to provide advance notice of this intention to subcontract work related to work that can be or may be performed by Bargaining Unit employees. It is understood that such notice will be given in an effort to allow immediate input or possible means of accomplishing such work in a more cost effective manner and does not restrict the employer's rights under the law, and violation thereof will not constitute grounds for filing a grievance.

ARTICLE XVIII

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or 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 generality of the foregoing, the following rights:

1. To the executive, management and administrative control of the Borough Government 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 suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. Direction and operation generally;
5. The type of work to be performed;
6. The designation of work assignments;
7. The machinery, tools and equipment to be used;
8. The designation and implementation of shift schedules; and
9. The hours of work to be performed.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under federal, state, county or municipal laws, regulations, ordinances or resolutions.

ARTICLE XIX

RULES AND REGULATIONS

A. The Borough may establish and enforce reasonable rules and regulations governing Departmental operations and the conduct of the personnel thereof and the maintenance of discipline. Copies of such rules and regulations shall be furnished to the Union upon request and shall be posted on the various bulletin boards.

B. The employees shall comply with all such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the Union believes an instruction or other of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provisions that such employee or the Union may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously in this Agreement.

ARTICLE XX

**NON-DISCRIMINATION**

A. There shall be no discrimination by the Borough or Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.



ARTICLE XXI

**UNION RESPONSIBILITIES**

The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

ARTICLE XXII

**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, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family 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. Employees having two or more years of seniority shall be credited with five (5) days of sick leave on January 1st of each calendar year, with the remaining ten (10) days being credited at the rate of one (1) day per month 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. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.
5. 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 for 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 to sick leave, his supervisor shall be reasonably notified promptly as of the employee's actual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his supervisor may be cause of 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 (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

2. An employee who has been absent on sick leave for periods totaling seven (7) or more days in any one (1) calendar year consisting of periods of less than three (3) days, shall 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.

3. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

4. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

5. The Borough may require an employee who has been absent because of personal illness, as a condition of his 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 normal duties and that his return will not jeopardize his 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 physician's expense or fees.

6. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:

(a) Immediate family for the purpose of the use of sick leave shall mean only those relatives who reside in the employee's household.

(b) Pregnancy of spouse or child-birth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

ARTICLE XXIII

**PERSONAL LEAVE**

Effective January 1, 1994, each bargaining unit member shall be allowed three (3) days without loss of pay per year for leave for personal business. Applications for personal leave shall be made to the Supervisor at least three (3) days in advance of the date on which it will be used. Applications may be made on less than three (3) days' notice in case of emergency. Personal leave days shall not be cumulative.

ARTICLE XXIV

FUNERAL AND BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee will be granted time off without loss of pay for up to three (3) days. This leave time shall not be deducted from sick leave.

B. The term "immediate family" shall be limited to the following relatives: parents, parents-in-law, grandparents, grandparents-in-law, brother or brother-in-law, sister or sister-in-law, children, spouse, step-parents, and step-children.

C. Reasonable proof may be requested by the Department Head as to the death in the immediate family.

ARTICLE XXV

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. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the 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 of 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



totalling the daily rates calculated for each year by Paragraph A-1-(b) preceding and dividing by the number of years from January 1, 1968 ( or 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 Paragraph A-1-(a) preceding.

2. The daily earnings rate for such year, as determined as provided by Paragraph A-1-(b) preceding shall be added to the total of the wage rates for the prior year and the new total divided by the total number of years from January 1, 1968 (or from the actual date of employment) to December 31st of the year in order to establish a new average daily earnings rate.

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

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 credits 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 Paragraph B-3 or 4 preceding.

C. At the time of retirement, the partial reimbursement for unused sick leave shall be the lesser of the following applicable subsections:

1. If retired in 1982 and thereafter - 50% of total credits from unused sick leave.

2. Multiply one-half (1/2) the number of days of sick leave not used by the actual daily earnings of the year of retirement.

3. 1982 and thereafter - 50% of results computed above.

D. 1. The retiring employee shall notify, in writing, the Borough Clerk, of his intention to retire no later than the 31st day of December of the year preceding his 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 payment 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.

E. In the event that an employee dies while still an employee of the Borough, payment for accumulated sick leave shall be made to the employee's estate at the same rate and on the same terms as if the employee had retired.

ARTICLE XXVI

STRIKES AND LOCKOUTS

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action, and will make reasonable efforts to prevent such illegal action.

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

the event of such breach by the Union, its member, or any person acting on its behalf.

E. The Borough agrees that it will not engage in the lockout of any employees covered under this Agreement.

ARTICLE XXVII

**SAFETY COMMITTEE**

The Borough shall establish a Safety committee within the Unit, such committee to consist of two (2) members appointed by management and two (2) members appointed by the Union. The Committee shall meet at least once every two (2) months to review safety problems and recommend solutions. The Committee may meet more frequently at the call of any member of the Committee. Notwithstanding the foregoing, at such time that the Borough chooses to create a single Borough Safety Committee composed of Borough managerial and Union employees, the Union will receive proportional representation on such committee.

ARTICLE XXVIII

**MEDICAL EXAMINATIONS**

In the event any employee covered by this Agreement comes into contact with or is exposed to any toxic or ultrahazardous materials, the employee may request that the Borough pay for a medical examination for the employee. The Borough Council may, in its discretion, approve the request if it determines that the employee's health is at risk due to the contact or exposure.

ARTICLE XXIX

CDL LICENSE

The Borough shall pay the cost for the first test and issuance of a CDL license as required for each employee, as determined by the Department. Each employee will be allowed one (1) opportunity to attend the test on Borough time and utilize a Borough vehicle for the test.

ARTICLE XXX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.



ARTICLE XXXI

SEVERABILITY AND SAVING CLAUSE

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 XXXII

**TERM AND RENEWAL**

This Agreement shall become effective from January 1, 1994 and shall remain in full force and effect up to and including December 31, 1996. In the event a new Agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall continue in full force and effect until a subsequent Agreement is executed.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized respective representatives on this \_\_\_\_ day of July, 1994.

ATTEST:

BOROUGH OF BELMAR

\_\_\_\_\_

\_\_\_\_\_  
KENNETH E. PRINGLE, MAYOR

\_\_\_\_\_

\_\_\_\_\_  
JACQUELINE A. ASCIONE  
ADMINISTRATOR

WITNESS:

INTERNATIONAL UNION OF ELECTRONIC,  
ELECTRICAL, SALARIED, MACHINE AND  
FURNITURE WORKERS LOCAL 417,  
AFL-CIO

\_\_\_\_\_  
FRANCIS HINES

\_\_\_\_\_  
MARIO PESAPANE

\_\_\_\_\_  
JOHN DOWNING

\_\_\_\_\_  
KEVIN TAURO, IUE STAFF

Schedule A - Blue Collar Salaries 1994

SCHEDULE A "BLUE COLLAR" EMPLOYEES IN THE DEPARTMENT OF PUBLIC WORKS INCLUDING THE DIVISION OF WATER/SEWER UNDER THE DEPARTMENT OF PERSONNEL, BOROUGH OF BELMAR, MONMOUTH COUNTY, NEW JERSEY.

Hourly rates unless otherwise stated, effective January 1, 1994.

CLASSIFIED Title	SALARY RANGE			
	Minimum	2nd	3rd	Maximum 4th
Laborer (General) Laborer (Sewer)	12.59	13.16	13.69	14.23
Truck Driver (General) Truck Driver (Sewer)	12.82	13.44	14.00	14.47
Sanitation Worker Bldg. Maint. Worker	14.01	14.54	14.98	15.59
Sanitation Driver Water Meter Reader Pump Station Operator Sewer Repairer Water Repairer	14.25	15.06	15.71	16.44
Maint. Repairer Maint. Repairer/Street Mechanic Helper Park Maint. Worker	14.41	15.12	15.80	16.50
Motor Broom Operator Equipment Operator	16.38	17.09	17.88	18.51
Senior Maint. Repairer/ Senior Street Repairer Asst. Super/Sanitation	16.75	17.60	18.41	19.07
Mechanic (Diesel)	17.50	18.21	18.97	19.65
Senior Mechanic	17.56	18.27	19.03	19.74

Schedule A - Blue Collar Salaries 1995

SCHEDULE A "BLUE COLLAR" EMPLOYEES IN THE DEPARTMENT OF PUBLIC WORKS INCLUDING THE DIVISION OF WATER/SEWER UNDER THE DEPARTMENT OF PERSONNEL, BOROUGH OF BELMAR, MONMOUTH COUNTY, NEW JERSEY.

Hourly rates unless otherwise stated, effective January 1, 1995.

CLASSIFIED Title	SALARY RANGE			
	Minimum	Maximum	Minimum	Maximum
	Steps 1st	2nd	3rd	4th
Laborer (General) Laborer (Sewer)	13.22	13.82	14.38	14.95
Truck Driver (General) Truck Driver (Sewer)	13.47	14.12	14.70	15.20
Sanitation Worker Bldg. Maint. Worker	14.71	15.27	15.73	16.37
Sanitation Driver Water Meter Reader Pump Station Operator Sewer Repairer Water Repairer	14.97	15.82	16.50	17.27
Maint. Repairer Maint. Repairer/Street Mechanic Helper Park Maint. Worker	15.13	15.88	16.59	17.33
Motor Broom Operator Equipment Operator	17.20	17.95	18.78	19.44
Senior Maint. Repairer/ Senior Street Repairer Ass't. Super/Sanitation	17.58	18.48	19.33	20.83
Mechanic (Diesel)	18.38	19.12	19.92	20.02
Senior Mechanic	18.44	19.19	19.99	20.73

Schedule A - Blue Collar Salaries 1996

SCHEDULE A "BLUE COLLAR" EMPLOYEES IN THE DEPARTMENT OF PUBLIC WORKS INCLUDING THE DIVISION OF WATER/SEWER UNDER THE DEPARTMENT OF PERSONNEL, BOROUGH OF BELMAR, MONMOUTH COUNTY, NEW JERSEY.

Hourly rates unless otherwise stated, effective January 1, 1996.

CLASSIFIED Title	SALARY RANGE			
	Minimum	Maximum	Minimum	Maximum
	Steps 1st	2nd	3rd	4th
Laborer (General) Laborer (Sewer)	13.89	14.52	15.10	15.70
Truck Driver (General) Truck Driver (Sewer)	14.15	14.83	15.44	15.96
Sanitation Worker Bldg. Maint. Worker	15.45	16.04	16.52	17.19
Sanitation Driver Water Meter Reader Pump Station Operator Sewer Repairer Water Repairer	15.72	16.62	17.33	18.14
Maint. Repairer Maint. Repairer/Street Mechanic Helper Park Maint. Worker	15.89	16.68	17.42	18.20
Motor Broom Operator Equipment Operator	18.06	18.85	19.72	20.42
Senior Maint. Repairer/ Senior Street Repairer Ass't Super/Sanitation	18.45	19.40	20.29	21.02
Mechanic (Diesel)	19.30	20.08	20.92	21.68
Senior Mechanic	19.37	20.15	20.99	21.77

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized respective representatives on this 29 day of ~~July~~, 1994.

*August*

ATTEST:

BOROUGH OF BELMAR

*Annette P. Cline*

*[Signature]*

KENNETH E. PRINGLE, MAYOR

*Annette P. Cline*

*[Signature]*

JACQUELINE A. ASCIONE  
ADMINISTRATOR

WITNESS:

INTERNATIONAL UNION OF ELECTRONIC,  
ELECTRICAL, SALARIED, MACHINE AND  
FURNITURE WORKERS LOCAL 417,  
AFL-CIO

*Francis Hines*  
FRANCIS HINES

*Mario Pesapane*  
MARIO PESAPANE

*John Downing*  
JOHN DOWNING

*Kevin P. Tauro*  
KEVIN TAURO, IUE STAFF