

A G R E E M E N T

BETWEEN

Beachwood, Borough of
BOROUGH OF BEACHWOOD,
(OCEAN COUNTY) NEW JERSEY

and

BEACHWOOD CIVIL SERVICE EMPLOYEES OF
OCEAN COUNCIL #12

~~X~~ January 1, 1979 through December 31, 1980

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1979, by and between the BOROUGH OF BEACHWOOD, in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the BEACHWOOD CIVIL SERVICE EMPLOYEES ASSOCIATION, OCEAN COUNCIL #12, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time white and blue collar employees employed by the Borough of Beachwood, but excluding supervisory, confidential part-time employees will abide by contract.

ARTICLE II

DUES CHECK OFF

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e, as amended

B. The amount of the monthly dues will be certified in writing by the President of 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 same after all other deductions 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.

D. Dues deducted from employees 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.

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

F. The Association shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

G. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

H. Any authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to half deductions in accordance with N.J.S.A. 52:14-5.9e as amended.

I. No dues required from Part Time Employees.

ARTICLE III

MANAGEMENT RIGHTS

A. The Borough of Beachwood 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 generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

3. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such

MANAGEMENT RIGHTS continued:

changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. Notwithstanding anything herein to the contrary, the Borough reserves unto itself all authority with respect to management of the Department and the direction of the working forces, including the right to direct, plan and control Department operations, the right to hire, promote, demote, suspend or discharge employees for cause, or the relieving of employees because of lack of work or for other legitimate reasons, or to change existing methods or facilities aimed at improving the productivity of the Department and the working forces, and to manage the Department facilities.

C. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the 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.

D. Nothing contained herein shall be construed to deny or restrict the Borough or Employees of its rights, responsibilities and authority under R. S. 40 and 40A, or any other national, state, county.

E. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing Statutes, are hereby reserved by the Borough as its management prerogatives and rights.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Borough agrees to make available to the Association all public information in its possession necessary for the Association to represent its members in collective negotiations and grievance handling. All requests shall be made through the Department Heads.

B. Whenever the Borough and the Association mutually schedule a negotiating session, grievance meeting, or any other conference or meeting whereby a representative of the Association or any employee is required to participate, the representative or employee required to participate shall do so without loss of pay.

ARTICLE V

BULLETIN BOARDS

A. The Borough will provide a bulletin board in a conspicuous location in the Employees' lounge for the use of the Association in posting notices concerning Association business and activities.

B. Said bulletin board shall be under the control of the Association Representative and shall not contain any salacious, inflammatory, foul, obscene or annoying material. Any such material may be removed by the Governing Body or its designated representative.

ARTICLE VI

MUTUAL COOPERATION PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, 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 an 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, walkout or other job action against the Borough.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action it is covenanted and agreed that participation in any such activity by a member of the Association shall entitle the

Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. 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 in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VII

STEWARDS

A. The Borough recognizes the right of the Association to designate no more than three (3) stewards and alternates to represent the Association and the employees covered by this Agreement. The Association shall furnish the Borough with the names of the stewards and the alternates and shall notify the Borough of any changes within five (5) calendar days.

B. The Authority of the stewards or alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a steward to perform any of such duties during his working time, the steward shall be released from work upon prior notice to and authorization of his supervisor as soon as convenient to the Borough and only to the extent necessary to make the investigation and for conferring with the Borough's representative.

2. Except as previously provided, the Steward shall be required to perform his duties in the same manner and to the same extent as other employees.

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee and the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or existing statutes, disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall be processed beyond Step 1 herein.

Grievance Procedure (continued)

D. 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:

The aggrieved or the Association shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate Department Head for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with his immediate Supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Department Head, or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated or non-contractual (past practice) and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Grievance Procedure (continued)

Step Three:

If the grievance is not settled through Steps One and Two, or no answer has been received by the Association within the time set forth in Step Two, the Association may appeal the decision of the Department Head, such appeal being presented in writing to the Governing Body within ten (10) calendar days after receipt of the decision of the Department Head. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to Arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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

The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him 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.

Grievance Procedure (continued)

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Grievance Procedure (continued)

The decision of the Arbitrator shall be final and binding.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, 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 Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the Arbitration Hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IX

NON-DISCRIMINATION

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, sex, national origin, or political affiliation.

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE X

PERSONAL FILES

A. Upon prior request and authorization by the Department Head, employees shall have the right to inspect and review their individual personnel file.

B. The Borough recognizes and agrees to permit said review and examination at reasonable times.

C. Employees shall have the right to respond in writing to anything found in their individual personnel file. This response shall become a part of the employees individual personnel file.

D. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. The employee's signature signifying knowledge of these documents shall be required by the Department Head.

E. At no time shall any disciplinary action be used against an employee that is more than two (2) years old in any arbitration or Civil Service hearing.

ARTICLE VI

WORK HOURS

A. The working hours for white collar workers shall be as follows:

1. The normal work day shall consist of six (6) hours, excluding a one (1) hour unpaid lunch period.

2. The normal work week shall consist of thirty (30) hours, Monday through Friday.

B. The work hours for blue collar employees shall be as follows:

1. The normal workday shall consist of eight (8) hours, excluding one hour (60) minute unpaid lunch period.

2. The normal work week shall consist of forty (40) hours, Monday through Friday. 7:30-4:30.

3. All work after or other than these hours shall be considered as over time work, and shall be paid as such.

Time and one-half a person's hourly wage to be paid after a normal workday and or work week or on Saturday, the sixth workday. Double a person's hourly wage for Sunday and Holidays.

C. Call in work prior to regular starting time to be paid at the regular rate.

ARTICLE XII

OVERTIME

A. Hours worked in excess of those regularly scheduled as provided in Article X/ work week, shall be deemed overtime and shall be compensated at one and one-half the employee's regular rate of pay.

B. Overtime will be worked only when necessary, and the employees are expected to work necessary overtime.

C. Overtime shall be distributed on a rotating basis as according to Seniority among those who normally do the work.

D. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from the Superintendent of Public Works or his assistant, in case of his absence. Said employee for duration of vacation shall be junior on the list if required to work.

E. All white collar employees shall not be paid overtime for hours in excess of thirty (30) hours and all blue collar employees shall not be paid overtime for hours in excess of forty (40) hours unless that overtime was authorized by the Department Head or his designated representative.

F. Any part of an hour worked past the normal working hours shall be paid as one hour of overtime pay, and the individual shall complete the hour.

G. 1. All employees will be paid a minimum of two (2) hours pay at one and one-half his hourly rate for work on regular work days and Saturdays for emergencies.

2. All employees will be paid a minimum of three (3) hours pay at double his hourly rate for work on Sunday and

OVERTIME (continued)

holidays for emergencies.

II. 1. Snow work is emergency work and shall be paid as such.

2. Snow work shall be paid as overtime work as covered under this article.

3. Snow work during a regular shift is excluded from overtime or emergency pay.

I. The Department Head or his designated representative shall post a list indicating the amount of overtime and/or denied by each individual employee. This list shall be revised monthly to show the accumulated amount of overtime hours worked and/or denied for that calendar year.

ARTICLE XIII

REST PERIODS

A. Employees will have a fifteen (15) minute break during the first half of each full work day, and (15) minutes in the afternoon.

ARTICLE XIV

ANNUAL LEAVE

A. Annual leave with pay shall be earned at the rate of one (1) working day of leave for each full calendar month of service during the remainder of the calendar year following the date of hire; twelve (12) working days leave thereafter for every year up through four (4) years service; fifteen (15) working days leave after the completion of four (4) years and up through nine (9) years service; twenty (20) working days leave after the completion of nine (9) years and up through fourteen (14) years service; twenty-five (25) working days leave after the completion of fourteen (14) years service. Permanent part-time employees shall receive allowance on a prorated basis. One day for each (160 hrs).

B. Annual leave allowance must be taken during the current calendar year at such time as permitted or directed by the Governing Body, unless the Governing Body determines that it cannot be taken because of pressure of work. Any unused leave may be carried forward into the next succeeding year only.

C. Leave with pay must be requested in writing at least twenty four (24) hours in advance.

D. Employees will, with due consideration of the needs of the Borough, be permitted to take their annual leave at times they request. However, all annual leave dates must be approved by the Department Head or his duly designated representative.

E. The Department Head or his representative is to post a list of desired annual leave dates. Employees will have until May 1st to decide based on seniority of the desired annual leave dates. In case of a conflict in dates, the employee with seniority will be given preference.

ARTICLE XV

HOLIDAYS

A. The following are recognized as holidays:

1. From 12:30 pm
New Years Eve
2. New Years Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. July 4th
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Election Day
12. Thanksgiving Day
13. Friday After Thanksgiving
14. 1/2 day (12:30) Christmas Eve
15. Christmas Day
16. Martin Luther King Day
17. Birthday

B. Each full-time regular employee will receive his regular salary for any holiday on which he is not required to work. If any employee is requested or required to work on a holiday, he shall receive his regular pay plus one additional days pay.

C. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

ARTICLE XXII

SICK LEAVE

A. During the first year of employment only, full time employees shall be entitled to and accrue one (1) sick day per month during the remainder of the first calendar year of employment after initial employment. Thereafter, sick leave shall accrue on the basis of fifteen (15) days per year per employee, and shall accumulate from year to year.

B. Part time permanent employees shall be entitled to sick leave as established on a pro-rated basis, one (1) day and one (1) hour for each 100 hours worked.

C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly, as soon as possible.

D. Failure to notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

E. Absence without notice for five (5) consecutive days shall constitute resignation under Section 16.12 (Resignation of the Civil Service Rules).

F. An employee who shall be sent on sick leave for five (5) or more consecutive working days will be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of chronic or degenerative nature requiring recurring absence of any kind.

SICK LEAVE (continued)

(1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

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

H. In case of death in the immediate family, reasonable proof shall be required. See also sick leave.

I. 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 Governing Body. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

J. Upon the retirement of an employee, the Borough shall pay the employee for all his accumulated sick leave that he has earned while he was in the Borough's employment up to a maximum payment of nine thousand (\$9,000.00) dollars. The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or two (2) or three (3) year payout.

ARTICLE XVII

BEREAVEMENT LEAVE

A. Each employee shall be granted a maximum of four (4) days leave with pay per year in the event of the death of spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, son-in-law, or daughter-in-law per occurrence. Notify Department Head as soon as possible.

B. In the event that the funeral occurs outside of the State of New Jersey, a maximum of three (3) additional days off may be granted at the sole discretion of the Department Head or his designated representative.

C. In the event of a multi-death, a maximum of seven (7) bereavement days shall be granted per occurrence.

D. Such leave shall be separate and distinct from any other leave time. Civil Service Statute permits use of sick leave.

E. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.

F. To receive payment after funeral, employee must furnish proof of death.

ARTICLE XVIII

ADMINISTRATIVE LEAVE

- A. All permanent employees shall be granted up to three (3) days leave with pay per year for personal, business, household or family matters, such days to be non-cumulative. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control and shall be for an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to at a time outside of the workday. This leave shall be charged against annual leave or any other leave.
- B. Unused administrative leave shall not accumulate from year to year.
- C. Administrative leave is subject to forty-eight (48) hours advance notice and approval by the Department Head or his designed representative, except in cases of emergency. It is understood that administrative leave shall not be granted due to the requirements of a second job.
- D. An employee shall not be required to specify the personal business reason for the personal day request, except in emergency situations and in situations where two (2) or more employees within the Department apply for personal leave to be taken on the same day.
- E. Abuse, shall be grounds for dismissal.

ARTICLE XIX

MATERNITY LEAVE

- A. Permanent employees in the Borough's Service who shall have completed their working test period will be granted leave during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on presentation of a doctor's certificate setting forth the necessity therefore.
- B. Earned and accumulated sick leave and accumulated vacation leave may be used for maternity leave, but employee's discretion.
- C. Maternity leave granted in excess of sick leave or accumulated vacation leave shall be without pay.
- D. Women only.
- E. Males only.: If required the day the wife comes home from hospital.

ARTICLE XX

MILITARY LEAVE

A. A permanent employee who is a member of the National Guard or Naval Militia, or of a reserved component of any of the armed forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.

B. Such leave shall not be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer prior to the effective date of such leave.

C. Borough to make up the difference in pay, if any.

ARTICLE XXI

INJURY LEAVE

- A. Anyone injured in the performance of his or her work will receive workman's compensation in accordance with workman's compensation Insurance Regulation.
- B. If any employee is injured during the performance of his duty he shall be granted an injury leave with full pay for a period up to six (6) months, final decision rests with doctor.
- C. The Borough, at its option, upon application by the employee and certification by the Borough approved physician, may extend the injury leave period up to a maximum of six (6) additional months. The physician must certify that the employee is incapable of performing his duties for the period of the time for which the extension is requested.
- D. During the period of injury leave, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough.
- E. This procedure does not apply to sick leave. Any reference to sick leave is solely for the purpose of computation.

ARTICLE XXII

JURY DUTY

A. All employees covered this agreement who are ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay up to a maximum of two (2) weeks. In the event such an employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate judge a letter to that effect.

B. An remuneration received by the employee from the court for travel time, mileage, parking and meals shall not be used in calculating "jury duty pay" for the purposes of determining the amount of pay the employee is to receive from the Borough.

ARTICLE XXIII

LEAVES OF ABSENCE

- A. A leave of absence without pay, for cause, may be granted in the sole discretion of the Borough, provided it does not seriously disrupt operations.
- B. A Request for a leave of absence without pay shall be presented to the supervisor in writing.
- C. A leave of Absence shall not exceed six (6) months. It may be renewed not more than one (1) time for an additional period not to exceed six (6) months.
- D. An employee who fails to report for work the first work day after the expiration of his leave of absence without pay shall be considered to have quit.
- E. No leave will be granted for the sole purpose of job hunting.

A. The following shall be the base annual salary to be paid to all full-time employees covered under this agreement:

ACROSS THE BOARD

Increase for 1979 \$652.69

Increase for 1980 \$675.00

Blue Collar

	Starting	Maximum
A. Laborer	\$7,500.00 ^{3.60}	\$12,000.00
B. Truck Driver	\$8,500.00 ^{4.09}	\$12,000.00
C. Water Repairer	\$8,700.00 ^{4.15}	\$15,000.00
D. Sr. Water Repairer	\$9,200.00 ^{4.42}	\$16,000.00
E. Heavy Equipment	\$9,500.00 ^{4.57}	\$16,000.00
F. Mechanic	\$12,000.00 ^{5.77}	\$16,000.00

Lead man \$10.00 per week over and above regular pay. Not figured on this. Based on unit.

* Laborer starting at \$7,400.00 for thirty (30) days trial period. After such time will pay \$7,500.00.

White Collar

A. Accounting Clerk	\$6,000.00	\$11,500.00
B. Account Clerk	\$6,300.00	\$12,000.00

ARTICLE XXV

A.

LONGEVITY

A. Longevity pay shall be issued on the pay period nearest to December 1 in a separate check to all permanent Civil Service employees with more than five (5) years continuous full time service as of December 1, and based upon the date of his permanent appointment.

B. Longevity shall be paid according to the following schedule;

1. Five (5) years plus one (1) day of continuous service through nine (9) years continuous service - two hundred fifty (\$250.00) dollars.

2. Ten (10) years plus one (1) day of continuous service through fourteen (14) years continuous service - four hundred fifty (\$450.00) dollars.

3. Fifteen (15) years plus one (1) day of continuous service through nineteen (19) years continuous service - six hundred fifty (\$650.00) dollars.

4. Twenty (20) years plus one (1) day of continuous service through twenty-four (24) years continuous service - seven hundred fifty (\$750.00) dollars.

5. Twenty-five (25) years plus one (1) day of continuous service eight hundred fifty (\$850.00) dollars.

6. Any employee retiring during the course of the year shall receive longevity pro-rated on a monthly basis. The same procedure shall be followed in the event of an employees death.

ARTICLE XVI

JOB CLASSIFICATION.

A. Employees will normally work only in their own classification.

B. If an employee must work in a higher classification than his own classification, and he is making less than the starting salary of said classification, he shall receive twenty five (25) cents more per hour for the day.

C. If an employee is required to work at a lower classification, shall receive his regular rate of pay.

D. This provision shall not apply to snow or emergency work.

E. Whenever an employee is promoted or reclassified from one classification to another, then the salary shall be adjusted accordingly, provided that he retains the new classification schedule title step which will result in a salary no less than his former rate of pay.

F. If an employee is making more than the starting salary of the new classification, he shall receive ten (10) cents an hour over what he was making before.

ARTICLE XXVII

HOSPITALIZATION AND MEDICAL INSURANCE

1. The Borough shall maintain, at no cost to the employee, hospitalization and major medical coverage provided by Blue Cross and Blue Shield and the Industrial Insurance Company.

2. Coverage shall include but not be limited to:

1. Hospital room and board and miscellaneous costs.
2. Out patient benefits.
3. Laboratory fees, diagnostic expense and therapy treatments.
4. Maternity costs.
5. Surgical costs.
6. Rider "J" coverage.
7. Major-Medical coverage.

3. Specific details are contained in the master policies and contracts on file in the office of the Borough Clerk.

4. The Borough reserves the right, with prior notice to the Association, to change insurance carriers during the life time of this Agreement so long as substantially similar benefits are provided by the new carrier. The Borough shall not institute a self-insurance program without the consent of the Association.

1. Effective July 1, 1980, the Borough agrees that employees covered under this Collective Bargaining Agreement shall be covered under the Borough's self Insurance Program.

2. Cost will be divided equally.

3. During the life of this Agreement, if the monthly premium for this insurance coverage is in excess of or increases above the amount the Borough agrees to pay. The increase will be divided.

ARTICLE XXVIII

UNIFORMS

A. The Borough shall provide the following uniforms to the Blue Collar employees:

1. Six (6) pairs pants
2. Three (3) short sleeve shirts
3. Three (3) long sleeve shirts
4. Two (2) jackets

B. The Borough shall provide for the cleaning and repair of the Blue Collar employees' uniforms.

C. The Blue Collar employees shall wear clean uniforms each and every day.

ARTICLE XXIX

SAFETY EQUIPMENT

A. Employees shall do their part to work safely, wear required safety equipment, and observe all safety rules and regulations.

B. The Borough shall furnish the following safety equipment for the appropriate employees:

1. Work gloves.
2. Safety goggles.
3. Safety shoes.
4. Hard helmets.
5. Safety vests.
6. Rain gear.
7. Rain boots.

C. It shall be the responsibility of the employee to care for issued safety equipment.

D. Replacement will be made only upon the return of damaged or worn-out equipment.

E. Failure to wear or properly use required safety equipment or comply with safety rules and regulations shall result in disciplinary action.

F. Any accident, no matter how slight, shall be reported to the Superintendent of Public Works at once.

ARTICLE XXX

SAFETY AND HEALTH

A. The Borough will provide a clean, safe and healthy place to work, clean bath facilities with hot and cold running water, a toilet, and clean and safe equipment with which to work.

ARTICLE XXXI

MILEAGE

A. All employees who have approval to use personal vehicles for Borough business shall be reimbursed at the rate of fifteen (15¢) cents per mile.

B. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the Borough.

C. Mileage on the speedometer shall be checked by the supervisor before an employee leaves and upon his return.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of laws by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby..

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at the borough of Beachwood, New Jersey, on this _____ day of _____, 1980.

FOR THE BOROUGH

FOR THE ASSOCIATION

ARTICLE XXXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Beachwood, New Jersey, on this 38 day of March, 1980.

FOR THE BOROUGH

George M. Costello Mayor

[Signature]
Boro Clerk

FOR THE ASSOCIATION

John W. B. Diems

David B. Mitchell Pres.