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132-07

AGREEMENT

(Effective January 1, 1974)

Between

THE BOROUGH OF BELMAR

And

MONMOUTH COUNCIL, CIVIL SERVICE ASSOCIATION

PREAMBLE

This Agreement, effective as of the 1st day of January, 1974, by and between the Borough of Belmar, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Monmouth Council, New Jersey Civil Service Association, hereinafter referred to as the "Council", is designed to maintain and promote a harmonious relationship between the Borough of Belmar and certain of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I--RECOGNITION

1. The Borough recognizes the Council as the exclusive collective bargaining representative for all "blue collar" employees of the Borough in its Department of Public Works, Parks and Public Property and in the Water-Sewer Utility Department of the Borough.

ARTICLE II--DUES CHECK OFF

1. The parties hereto realize that an agency shop is not permitted by the laws of the State of New Jersey and therefor the Borough cannot deduct Council membership dues from all employees.

2. However, the Borough may deduct said dues from employees authorizing the same in writing under the following conditions:

(a) 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.

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

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

(d) 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.

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

ARTICLE III--BULLETIN BOARDS

1. Bulletin boards will be made available to the Council for the purpose of posting Council notices relating to meetings, dues, entertainment, health, safety, and welfare of the employees who are members of the Council and of general Council Activities. No Borough job vacancies shall be posted on said bulletin boards, except with written permission of the Borough.

ARTICLE IV--GRIEVANCE PROCEDURE

1. Procedure

Step (a) In the event that any difference or dispute should arise between the Borough and the employees over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately between the aggrieved employee and his immediate superior.

Step (b) If no satisfactory agreement is reached within five (5) calendar days, then the grievance shall be reduced to writing and submitted to the employee's next higher superior.

Step (c) If no satisfactory agreement is reached within five (5)

calendar days thereafter, then a conference will be arranged with the Commissioner in charge of the Department.

Step (d) Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Board of Commissioners as a whole who shall have ten (10) calendar days from date of submission to reach a decision.

The aggrieved employee has a right to representation by an official of the Council in Steps (b) (c) and (d) above.

Step (e) Within two weeks of the transmittal of the written answer by the Board of Commissioners, if the grievance is not settled to the satisfaction of both parties, either party to this agreement may proceed further as provided by the statutes of the State of New Jersey.

2. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievances answers are given to the Council, if said employee is a member of the Council, and if the Council is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify Council shall be upon the employee--not the Borough.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step. Written notice of failure shall, in each instance, be in writing to the Borough Clerk.

(d) Borough shall have same grievance rights as the Council and/or its member--employees of the Borough

ARTICLE V--COUNCIL BUSINESS LEAVE AND VISITATION

1. The members of the Council'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 Council 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 Council, as provided in Article IV preceding, will also be granted the same privilege for processing grievances.

2. The Council's representative or any officer of the Council shall have admission to the Borough's premises at any time 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 any grievance which may have 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.

ARTICLE VI--WORK WEEK

1. Working hours shall be as follows:

(a) Water-Sewer Utility Department - Forty (40) hours per week for each employee.

(b) Department of Public Works, Parks and Public Property (except for Sanitation Works) - Forty-four (44) hours per week for each employee.

(c) Sanitation Workers in the Department of Public Works, Parks and Public Property - Forty (40) hours per week for each employee.

2. Overtime

Whenever an employee works in excess of his regularly assigned day or week work schedule, or on one of the holidays, he shall be paid for such overtime work at one and one-half (1 1/2) times the hourly rate which he receives for his regularly assigned duty.

3. Off-duty employment

If any employee is called in on off-duty hours, the Borough will guarantee a minimum of two (2) hours pay at one and one-half (1 1/2) the hourly rate he receives for his regularly assigned duty.

4. Shifts and Days-Off

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. However, the Borough will endeavor to have the days-off include a Sunday in the periods from January 1, 1974 to May 15, 1974 and from September 15, 1974 to December 31, 1974.

ARTICLE VII--HOLIDAYS, TIME OF PAY, LONGEVITY AND SALARIES

1. All employees covered by this Agreement shall receive full pay for 12 holidays during the year.

2. All employees covered by this Agreement shall be paid bi-weekly, provided said employees shall have worked in said pay period, on Friday of every second week so far as possible. Procedure shall be in accordance with regular accepted accounting procedures and shall commence as of July 1, 1972.

3. An employee who is assigned work out of Title for at least a full day shall receive a change of rate for that period only and receive the rate of pay commensurate with work actually being performed.

4. Any employee covered by this Agreement who is absent from work because of jury duty or appearing in court as a witness on behalf of the Borough, upon proper evidence of the same being presented to the Borough Clerk, shall receive full time pay for said jury duty and witness service on behalf of the Borough.

5. No employee covered by this Agreement shall receive less salary than provided by the Borough ordinance covering his position.

6. All employees covered by this Agreement shall be entitled to and be paid longevity pay in accordance with the provisions of the pertinent ordinances adopted by the Borough.

7. (a) For the year of 1974, each employee covered by this Agreement shall receive a salary increase in the amount of nine (9%) per cent, or the limitation for increase set by the Federal Wage Stabilization Board (if it is in existence), whichever is lesser. Percentage to be computed to the nearest cent.

(b) For the year of 1975, the percentage of salary increase for each employee covered by this Agreement shall be the percentage that the Consumer Price Index, promulgated by the U.S. Department of Labor - Bureau of Labor Statistics For the New York Northeastern New Jersey Area for September, 1974, has changed from the said Index for September, 1973,

and subject to increase limitation of the Federal Wage Stabilization Board (if it is in existence).

8. 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.

9. 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 any contracting by emergency or public bid to any outside persons or corporations for this or any other purpose. No such contract shall cause the diminution of salary or layoff of any permanent employee.

10. Borough will provide the following uniforms and cleaning of the same: three (3) shirts, three (3) trousers, two (2) jackets and two (2) coveralls.

ARTICLE VIII--INSURANCE AND VACATIONS

1. The Borough shall secure Accident and Liability Insurance for all employees to provide defense for all actions brought against an employee by a third party as a result of Borough employment.

2. Vacations shall be granted in accordance with Title 11:24.1 (Civil Service) of the Revised Statutes of the State of New Jersey. However, any employee not using any sick time days during the calendar year of 1973, shall be granted two additional vacation days in the year of 1974.

3. It is agreed that the Borough shall retain its right to contract by

bid or negotiation for any type of work or labor for the municipality. However, no such contract shall cause the diminution of salary or layoff of any permanent employee.

ARTICLE IX--MANAGEMENT RIGHTS

1. The Borough maintains the exclusive right to direct the work force of employees and the operations of the various Departments. This shall include, but not be limited to:

- (a) Direction and operation generally.
- (b) Types of work to be performed.
- (c) Work assignments.
- (d) Machinery, tools and equipment to be used.
- (e) Shift Schedules.
- (f) Hours of work.
- (g) Hire, promotion, discharge, demotion and disciplinary action against employees, as provided by law.
- (h) Making, drafting and enforcing of rules and regulations governing the same and for discipline and safety of its employees.

ARTICLE X -- RULES AND REGULATIONS

1. 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 Council upon request and shall be posted on the various bulletin boards.

2. 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 Council believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the Council 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 XI--DISCRIMINATION

1. Neither the Borough nor the Council shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin.

ARTICLE XII--FURTHER NEGOTIATIONS

1. During the month of September, 1975, and prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed time and place, for the purpose of effecting, if possible, a new or continuation of the within Agreement commencing the 1st day of January, 1976.

ARTICLE XIII--DURATION OF AGREEMENT

1. This Agreement shall become effective as of the 1st day of January, 1974, and shall terminate at midnight on the 31st day of December, 1975.

ARTICLE XIV--SEVERABILITY

1. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the Agreement affected by such decision.

2. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

ARTICLE XV--PREVIOUS CONTRACT

1. All provisions of the previous contract between the parties, that

is not in conflict with the within contract, shall be considered included within this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper authorized municipal and/or corporate officers, as the case may be, and their respective municipal and/or corporate seals affixed hereto this 12th day of February, 1974.

THE BOROUGH OF BELMAR

BY: John A. Taylor
Mayor

Attest:

Al Martin
Borough Clerk
(municipal seal)

MONMOUTH COUNCIL, NEW JERSEY
CIVIL SERVICE ASSOCIATION

BY: Gabriel Phillips
President

Attest:

Harold W. Riley
Secretary
(corporate seal)