

AGREEMENT

BETWEEN THE

BOROUGH OF BELMAR
Monmouth County

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1075

January 1, 2014 through December 31, 2017

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ 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 COMMUNICATION WORKERS OF AMERICA and its affiliate LOCAL 1075 (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, together with a list of names showing employees for whom deductions have been made, together with a list of names showing employees for whom deductions have been 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 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 and 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. 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.

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. 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.
- B. 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.
- C. 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.
- D. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the fair share assessment information as furnished by the Union to the Borough.

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 non-controversial 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 makes 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 New Jersey Administrative Code, 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:

1. 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 provision hereof within five (5) working 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) working 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.
2. 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) working 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.
 3. Step Three:
 - a) In the event the grievance has not been resolved at Step Two, then, within five (5) working 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.
 4. Step Four:
 - a) If the grievance is not settled through Steps One, Two, and Three, either the Borough or the Union shall have the right, within fifteen (15) working days, 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 therefore, 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 canceled 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 canceled 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 three (3) 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 Union's 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. Two (2) representatives appointed by the Union shall be released with pay one (1) hour early one (1) 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 (3) 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 them 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.
- E. Employees shall work consistent with the following parameters:
 - 1. Marine basin employees can work any day of the year for 12 months between 6 a. m. and 8 p.m., but they must have 2 consecutive days off.
 - 2. Sanitation workers: Between October 1 and March 31 they will work between 5 a.m. and 4 p.m. on weekdays. Between April 1 and September 30, they will work weekends, but must have must have 2 consecutive days off. Weekend hours during the block of time shall be between 5 a.m. and 8 p.m.
 - 3. Beach clean-up employee: Between October 1 and March 30th this person will work between 5 a.m. and 4 p.m. Between April 1 and September 30, this person can work any day in a week between 4 a.m. and 10 p.m., but must have 2 consecutive days off.
 - 4. Motor Broom Operator: Between October 1 and March 31, this person will work between 5 a.m. and 4 p.m. Between April 1 and September 30, this person can work any time and any day, but must have two consecutive days off.

5. Building Cleaning Person: 6 a.m. to 8 p.m. all year round, 7 days a week, but must have 2 consecutive days off.
 6. Borough Yard employees (all other persons not previously named): Between October 1 through April 30, 7:30 a.m. and 4:00 p.m., weekdays only. From May 1 and September 30, the summer schedule will be in effect, which would include weekend work. The times will be from 7:30 a.m. to 4:00 p.m. weekdays and 6 a.m. to 8 p.m. on weekends. A maximum of 3 employees from the yard schedule will work rotating weekends during this period of time. As long as the Borough meets its operational needs (excluding all employees as listed in I through 5 above) with respect to titled employees, the Borough will accept volunteers for this weekend work first (so long as overtime is not thereby incurred by the Borough); otherwise, the employees will be scheduled as mentioned above in a rotating manner, except in times of emergencies, when the Borough will reschedule due to operational needs. All employment needs by the Borough outside the aforementioned times shall be paid at an overtime rate, except for the following events: fireworks display; volleyball tournament and 5-mile run, the work times for which will be scheduled but limited to between the hours of 6 a.m. and 8 p.m. The limits on the number of employees, as set forth in this Article, who may be scheduled to work on "off hours" without receiving overtime shall applied to the situations described in the previous sentence.
 7. All hours to be worked as set forth under sections 1 through 5 and weekend hours under section 6 will be posted 8 days prior to the workday.
 8. The current work day for CWA employees shall be 8 continuous hours per day as mentioned in the subsections above, inclusive of one 30 minute unpaid lunch break and 2 fifteen minute paid breaks per day.
 9. Employees scheduled to work on holidays, as set forth in Article VIII below, shall be paid consistent with that Article.
- F. An employee may request compensatory time in lieu of overtime pay; however, the granting of compensatory time in lieu of overtime shall be at the discretion of the Borough. Each employee may use a maximum of 120 hours' compensatory time annually and may cash out up to 40 hours of compensatory time annually at the employee's option and may cash out up to 40 hours of compensatory time annually at the employee's option. Employees wishing to utilize compensatory time may do so provided they provide no less than 24 hours' notice to the Superintendent of Public Works (or his designee), who shall not unreasonably deny the use of accrued compensatory time.

G. By mutual written agreement, the parties may incorporate into this Agreement a four-day workweek consisting of ten-hour days. In the event of such future agreement, employees will not be eligible for overtime until after they have worked for 40 hours in a week.

ARTICLE VIII

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day's pay for each of eleven (11) holidays falling on a regularly scheduled workday during the year. Said holidays are listed as follows:

New Years Day	Martin Luther King Day
Third Monday in February	Good Friday
Memorial Day	July 4
Labor Day	Columbus Day
Thanksgiving Day	Friday after Thanksgiving
Christmas	

- B. If said holiday shall fall on a Saturday, it shall be celebrated on the Friday preceding and not on the date noted. If said holiday shall fall on a Sunday, it shall be celebrated on the following Monday and not on the date noted.
- C. 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 for all hours worked on the holiday.
- 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 an illness certified by a physician, approved bereavement leave, or an absence approved -because it is beyond the employee's control.
- E. In addition to the above set holidays, In addition to the above set holidays, each employee will be entitled to a floating holiday off, to be scheduled under the same parameters as vacation time.

ARTICLE IX

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 X

SALARIES

A. Salaries shall be paid in accordance with Schedule A attached hereto and made a part hereof. For each year of this contract, each employee covered under this agreement shall receive an increase on his or her base salary, effective each January 1st, as follows:

2014 = 1.5%

2015 = 1.5%

2016 = 1.5%

2017 = 1.5%

- B. Employees receiving a change in title, or assigned to work out of their title, shall receive a change in step that is at least four percent (4%) higher than their existing rate.
- C. Any employee hired prior to January 1, 2002 receiving a change in title will advance through the step guide on the anniversary of their date of title change until reaching the grandfather rate.
- D. Employees hired after January 1, 2002 when promoted to a higher title will be placed in the new title at a step that is at least four percent (4%) above their existing rate, not to exceed the seventh (7th) step of the guide. Such employees will advance through the step guide on the anniversary of their date of title change until reaching the seventh step of the new title. Such employees are not eligible for the grandfather rate.
- E. Effective December 31, 2013 the grandfathered rate will be retitled 8th step and will be effective for all employees.

ARTICLE XI

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary and shall be paid to each permanent, full-time employee, hired prior to January 1, 2011 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.

B. 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.

C. Any employee hired after January 1, 2011 shall not receive longevity pay.

ARTICLE XII

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 eight (8) or more hours outside the normal shift, and finishing within eight (8) hours of the start of the next normal shift, shall be eligible to take off the regular work day immediately following completion of snow removal at his regular rate of pay and shall be charged as a sick day, provided that the charge of a sick day shall not diminish the employee's vacation bonus.
- D. Effective January 1, 2014, employees shall be allowed up to \$15.00 meal money during snow removal emergencies and storm emergencies, for each meal period, 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.
- E. No meal money will be paid for an employee's regular scheduled shift or regular scheduled overtime.

ARTICLE XIII

UNIFORMS

- A. The Borough will provide a uniform allowance during the term of this Agreement of \$1,000.00 annually. This allowance will be for the employee to purchase his own gloves, OSHA compliant boots (unless otherwise approved by the supervisor) and rain gear, Shirts both long and short sleeve with approved reflective material, trousers, outerwear including jackets and coveralls and reflective vests as needed for his work assignment as a Borough employee. The Borough shall provide at its cost, one reflective safety vest per calendar year, which may be replaced at Borough discretion if damaged in the line of duty.
- B. Payment of the uniform allowance shall be made 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 damaged 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 XIV

INSURANCE

- A. Subject to the following conditions, all employees and their eligible dependents shall be entitled to medical/hospital and prescription coverage in accordance with any plans and provisions of the NJ State Health Benefits Plan (NJSHBP).
- B. Employees will contribute co-payments towards their health insurance in accordance with the statutory requirements of the New Jersey Legislation S-2937 (Chapter 78, P.L 2011). Pursuant to New Jersey Legislation S-2937 (Chapter 78, P.L 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee's salary and the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater. The schedule in S-2937 requiring employee health benefits contributions is provided herein as Appendix A.
- C. Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above.

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.

- D. The Borough shall adopt a Section 125 Plan to allow employee contributions to be on a pre-tax basis, prior to the commencement of such deductions.
- E. 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.
- F. The Borough will provide post-retirement health insurance coverage for those employees (and his/her spouse) who retire and who satisfy the eligibility requirements set by law through the current or an equivalent plan. Contributions for post- retirement health benefits shall be determined by New Jersey Legislation S-2937 (Chapter 78, P.L 2011).
- G. 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.
- H. 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.

- I. 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.
- J. All new employees hired after January 1, 1995 are entitled to single coverage only under the dental and eyeglass. Each new employee will be permitted to purchase additional family coverage, i.e., 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 coverage to include family members at the Borough's expense.
- K. The Borough shall provide employees with a family prescription insurance program and effective January 1, 2006 employees will be required to pay the generic and brand name deductible established by the SHBP. If the Borough obtains coverage outside of the SHBP, the co-pays shall not exceed the established co-pays of the SHBP coverage in effect at the time of such change in carrier.
- L. Effective January 1, 2006, the Borough shall establish an "Opt-Out" Program.
 - 1. This Program shall pay an employee who opts out of the Borough's health insurance plans, fifty (50%) percent of the cost of the said plans for each calendar year.
 - a) An employee must submit proof to the Borough of his/her alternate coverage.
 - b) Should an employee lose their ability to be covered by the alternate coverage (e.g. loss of spouse's employment, divorce, etc.), then the employee shall be re-enrolled into the Borough's health insurance plans during the established enrollment period. If the employee received any payment under the Program during the year the employee re-enrolls in the Borough's health insurance plans, then he/she shall repay the Borough the monies received on a pro-rated basis.
 - 2. This program shall pay a retiree twenty percent (20%) of the published cost for the plan for those retirees enrolled in the SHBP NJ Plus or a substantially similar Point of Service Plan. Should any part of this subsection be determined to be in conflict with the laws and regulations of this State, Section D paragraph 2 of this same Article will be suspended until renegotiated. During said negotiations the parties agree that retirees will be bound to the requirements of Section B paragraphs 4 and 5 of this Article.
- M. On Duty Injury: In the event an employee is injured on duty, the employee must immediately report such injury and follow all procedures under the Workers' Compensation laws, N.J.S.A. 34:15-1 et seq.

The employee shall be entitled to 365 days of leave at 100% salary. Thereafter, the employee shall be compensated at 70% salary and the Borough shall pay 100% of all pension payments and medical insurance payments.

ARTICLE XV

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 through six (6) years of service - twelve (12) working days of vacation.
 3. Seven (7) years of service through eleven (11) years of service - fifteen (15) working days of vacation.
 4. Twelve (12) years of service through sixteen (16) years of service - twenty (20) working days of vacation.
 5. Seventeen (17) years of service through twenty-two (22) years of service - twenty-five (25) working days of vacation.
 6. Twenty-three years of service or more – thirty (30) days of vacation.
 7. 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. Vacation preference requests submitted by November 15th for the following calendar year will be honored on the basis of seniority. Vacation requests submitted after November 15th for the following year shall be on a first come, first serve basis. Vacation requests will not be unreasonably denied.
- C. An employee who has returned from extended military leave or other extended leave of absence without pay, shall have their vacation entitlement pro-rated for that calendar year.
- D. Vacation leave shall not be taken in less than one (1) day period unless permission is granted prior thereto by the Department Head.
- E. Any employee not using any sick-leave time, except as provided in Article XIII, Section C, otherwise provided in this agreement, 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 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 XVI

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 this law, and violation thereof will not constitute grounds for filing a grievance.

ARTICLE XVII

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 State 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 employee;
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. The Borough agrees that it will not hire/retain the services of any individual seasonal employee for more than six months, and further agrees that this six month maximum period will run during the period of April 1st through December 15th. Except:
 - a) The Borough can hire/retain the services of any individual seasonal employee from December 15th through April 1st for the purpose of construction and/or renovation to the beachfront/boardwalk in conjunction with the DPW work crew.
 - b) The Borough can hire/retain the services of any individual seasonal employee beginning March 15th for the purpose of working in the Belmar Marina in conjunction with the DPW workers.
 - c) Any other seasonal employment not within the stated parameters shall be in writing and only after agreement with CWA 1038 representatives.
1. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
2. Direction and operation generally;
3. The type of work to be performed;
4. The designation of work assignments;
5. The machinery, tools and equipment to be used;
6. The designation and implementation of shift schedules; and

7. The hours of work to be performed.

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.

- B. 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. The Borough agrees to discuss any proposed layoff with the Union, in order to explore all avenues and methods.

ARTICLE XVIII

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 order 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 XIX

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 XX

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 XXI

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 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. Sick leave will be available as of January 1 of the calendar year.
 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 if terminated for just cause.
 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 notified promptly, by speaking directly to or leaving a message on the Department of Public Work's office phone for his supervisor prior to the employee's starting time:
1. Failure to so notify the 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 will constitute a resignation.
- E. Verification of Sick Leave
1. An employee who shall be absent on sick leave for three (3) or more consecutive working days will be required to submit acceptable medical evidence substantiating the illness and written doctors verification that the employee could not perform his duties due to the illness.

2. An employee who has been absent on sick leave of 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 substantiating the illness and written doctor's verification that the employee could not perform his duties due to the illness, 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. 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.
5. A doctor's certificate may 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.

ARTICLE XXII

PERSONAL LEAVE

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 may be called in up to one-half (1/2) hour prior to the start of the employee's work shift. Personal leave days shall not be cumulative.

Any employee not filing a worker's compensation claim during a calendar year will receive a birthday bonus off during the following calendar year. Said bonus day must be scheduled with the approval of the Department Head and said approval will not be unreasonably withheld.

ARTICLE XXIII

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, stepparents, stepchildren, aunts, and uncles.
- C. In the event of the death of an employee's spouse or children, the employee will be granted off without loss of pay for up to ten (10) days. This leave time shall not be deducted from sick leave.
- D. Reasonable proof may be requested by the Department Head as to the death in the immediate family.

ARTICLE XXIV

PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

- A. At the time of retirement, employees shall be reimbursed for fifty percent (50%) of their earned and unused sick leave based on the employee's rate of pay in the year in which retirement occurs.
- B. Retirement
 - 1. The retiring employee shall notify, in writing, the Administrator 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.
- C. 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.
- D. Sick Leave Reimbursement for employees hired after May 30, 2006 will be capped at \$15,000.00.

ARTICLE XXV

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. 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.
- C. 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 of damages, or both, in the event of such breach by the Union, its member, or any person acting on its behalf.
- D. The Borough agrees that it will not engage in the lockout of any employees covered under this Agreement.

ARTICLE XXVI

SAFETY COMMITTEE

- A. The Borough shall establish a Safety committee within the Unit, such committee to consist of the Business Administrator, Superintendent of Public Works or his designee, Emergency Management Coordinator, 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.
- B. In the event any employee covered by this Agreement comes into contact with or is exposed to any toxic or ultra-hazardous materials, the employee may request that the Borough pay for a medical examination for the employee. The Borough 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 XXVII

MISCELLANEOUS

- A. The Borough shall pay the cost for the first test for 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. The Borough shall reimburse the cost of maintaining a CDL license thereafter for employees required to hold such licenses.
- B. The Borough will provide annual salary stipends to employees earning and maintaining degrees and/or certifications related to their employment with the Borough as follows: \$1,000.00 per Bachelors Degree attainment and \$750 for Associates Degree and Certifications as approved by the Business Administrator in advance of enrollment. All Certifications must be maintained by the employee in order to qualify for this incentive.
- C. The Borough will provide the \$15.00 meal allowance when employees are traveling long distance or out of state on Borough business.

ARTICLE XXVIII

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 XXIX

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 XXX

TERM AND RENEWAL

This Agreement shall become effective from January 1, 2014 and shall remain in full force and effect up to and including December 31, 2017. 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 representatives on this day of , 2014.

BOROUGH OF BELMAR

CWA LOCAL 1075
