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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING
ENGINEERS



LOCAL 68-68A-68B, AFL-CIO

AND

BOROUGH OF KEYPORT

Site: Clerical, Keyport, NJ

JANUARY 1, 2012 - DECEMBER 31, 2015

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THIS AGREEMENT effective as of the first day of January 2012 by and between THE BOROUGH OF KEYPORT, NEW JERSEY a Municipal Corporation of the State of New Jersey, hereinafter referred to as "BOROUGH" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006 hereinafter referred to as the "UNION", is designed to maintain and promote a harmonious relationship between the Borough of Keyport and the Clerical Employees represented by Local 68, in order that more efficient and progressive public service may be rendered.

ARTICLE 1 - RECOGNITION

The Borough recognizes Local 68 of the International Union of Operating Engineers as the exclusive and sole representative for collective negotiations concerning salaries, hours, grievances, and all other terms and conditions of employment for all clerical employees as listed in Appendix A of this contract.

ARTICLE 2 - MEMBERSHIP CLAUSE

All current permanent employees and any permanent employees who are hired during the term of this Agreement may become and remain members of the Union. The Borough shall not interfere with or discourage either the solicitation of membership by the Union or the maintenance of membership in the Union by any of its employees in this unit.

ARTICLE 3 - JOB OPENINGS AND POSTING

All bargaining unit job openings shall be posted in all bargaining unit shops and offices. The job positing shall remain posted for seven (7) working days. All bargaining unit employees shall have the right to apply for all openings in accordance with the provisions of the New Jersey Civil Service Commission rules and regulations, and the provisions of Title 11 of the New Jersey Statutes. Current bargaining unit employees shall have priority over any other Borough employee or person when filling job openings within the bargaining unit.

The Borough agrees to send copies of all job openings to the Union on the date that they are posted.

ARTICLE 4 - SENIORITY

Seniority shall be defined as the length of continual service with the Borough within the bargaining unit from the employee's date of hire as a full-time employee.

ARTICLE 5 - EMPLOYMENT SECURITY

If employees of this bargaining unit are affected by a reduction in the work force, the Borough agrees to layoff employees in the reverse order of seniority.

All laid off bargaining unit employees shall be put on a recall list which the Borough shall use if openings within the bargaining unit become available. All bargaining unit employees on the recall list shall have first priority by seniority, on any openings in the bargaining unit subject to the New Jersey Department of Personnel rules and regulations. All recalled bargaining unit employees shall maintain his/her previous seniority less the time not employed by the Borough.

ARTICLE 6 - UNION DUES/INITIATION FEE/CREDIT UNION DEDUCTIONS

The Borough agrees to deduct and transmit monthly membership dues, credit Union deductions and other proper assessments from the earned wages or salaries of each employee.

The Borough agrees to deduct and transmit initiation fees from the employees covered by this Agreement. The Union shall provide signed authorization from the employee to the Borough concerning the deduction of initiation fees. Deduction of initiation fee shall begin within two (2) pay periods after receipt of the initiation fee authorization form by the Borough. The Borough of Keyport further agrees to deduct Credit Union payments, Pension loan payments, deferred compensation contributions, and similar such deductions from the pay of employees covered by this Agreement. The Borough also agrees to provide Electronic Funds Transfer (EFT) should the employees choose to participate in such a program. These programs and deductions shall be made without cost to the employee.

Payroll deductions for new member initiation fees shall be made at the rate of twelve dollars and fifty cents (\$12.50) per pay period. These deductions shall continue until the initiation fee is paid in full. The Borough will remit this fee along with any Union dues by the fifteenth (15th) of the following month.

The Borough will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which dues were deducted, the Union may proceed directly to Step 3 of the grievance procedure and file directly with the Borough Council. If no settlement can be reached at Step 3 the Union will refer the matter to Step 4 for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Borough is delinquent in transmitting deducted dues payments to the Union, the Arbitrator may award interest, at the prime rate of the delinquent amount to the award as liquidated damages.

ARTICLE 7 - AGENCY SHOP CLAUSE

- A. The Union shall submit to the Borough a list of names of employees covered by this Agreement who are not currently dues paying members of the Union. The Borough in compliance with New Jersey State Law and this Agreement shall deduct from non-member employees of this bargaining unit a representation fee up to eighty-five percent (85%) of the amount set for Union bargaining unit members in accordance with N.J.S.A. 34:13A-5 Et Seq. This amount should be paid by payroll deductions directly to the Union, each month along with the monthly dues remittance.
- B. The Union has established and will maintain a "Demand and Return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "Pro Rata Share" if any, of this fee, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5. The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either

the Union or the non-member employee to the State Board as established by N.J.S.A. 34:13A-5.6.

- C. 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 any action taken by the Borough in connection with this article based upon information furnished by the Union or its representative.

ARTICLE 8 - WORK WEEK

The work week for all bargaining unit employees shall be from Monday through Friday, and shall consist of five (5) consecutive seven and one-half (7 1/2) hour work days for a thirty seven and one-half (37 1/2) hour work week.

ARTICLE 9 - WORK DAY

The work day for all bargaining unit employees shall be from 8:30 am to 4:00 pm inclusive of one-half (1/2) hour for lunch. The Borough shall permit all employees to use the lounge/kitchen area in the new Borough Hall for lunch and breaks.

ARTICLE 10 - HOSPITALIZATION AND DENTAL PLANS

- a. On September 1, 2009, the Borough shall change the current health plan to the Horizon Blue Cross/Blue Shield Direct Access Design 4 plan, which contains the following provisions:

Rx Plan:	\$10 generic/\$20 name brand/\$0 mail order
Doctor Visit Copayment:	\$20
Co-insurance	100/90/70%
Max. Out-Of-Pocket:	\$500 individual/\$1000 family

A "Benefit Highlights" sheet of the Design 4 plan has been distributed by the Borough, reviewed by the parties and has been the subject of a benefits presentation to the employees by the Borough.

- b. Notwithstanding anything to the contrary, on September 1, 2009 should the Borough choose to enroll all of its eligible employees into the New Jersey State

Direct 15 Health Plan either through the New Jersey State Health Benefits Plan (SHBP) or directly from New Jersey Blue Cross/Blue Shield, in accordance with the requirements of said plan(s), then the Borough shall have the option of enrolling in the Direct 15 Health Plan for this Bargaining Unit.

- c. The employees' contributions towards health benefits will be as follows:
\$10 per pay until September 1, 2009. From September 1, 2009 to December 31, 2009, contributions will be 1% of base salary.
Effective January 1, 2010, 1.5% of base salary.
These contribution rates will apply throughout the term of the Agreement, regardless of which plan is in effect. A minimum of \$10.00 per pay period in salary deductions shall be applied to all employees if the computed deduction of 1.0% and 1.5% would otherwise result in a deduction of less than \$10.00 per pay period.
- d. The Borough shall continue to provide the current dental coverage to all bargaining unit employees and their dependents.
- e. The Borough shall provide all bargaining unit employees with one of the health plans described in "a" and "b" above through December 31, 2010.
- f. The Borough shall retain the option to self-insure or change its insurance plans or carriers, so long as substantially similar benefits are continued to be provided for all bargaining unit employees. In the event that the Borough plans to make a change in the existing health and/or dental plans, the Union will be provided with copies of the new plan, forty-five (45) days in advance. In the event that the Union disagrees that the new plan provides substantially similar benefits, the Union and the Borough shall agree to meet and discuss the proposed new plans. If after meeting with the Borough, the Union still disagrees with the new insurance plan(s), the Union may grieve this matter at Step #3 of the grievance procedure. However, the Borough's authority to exercise the right described in this subsection

"f" shall be temporarily suspended during the period of June 1, 2009 through December 31, 2010.

- g. Health/Dental changes to other Borough employees: If the Borough makes any changes to the existing health and dental benefits for any Borough employee, the Borough shall notify the Union within five (5) working days of said changes.

With the exception of the situation addressed in the November 14, 2002 Letter of Agreement, the Borough and the Union would agree to meet to discuss these changes for possible negotiations.

- h. In addition to the Vision Benefit provided in the Borough of Keyport Health Benefit Plan, the Borough shall provide up to a maximum of \$150.00 per year for a reimbursement for prescription glasses for employees only. Proof of service and a voucher shall be submitted. The foregoing provisions are subject to any superseding provisions of the laws of the State of New Jersey pertaining to same.

ARTICLE 11 - ACCIDENT AND LIABILITY INSURANCE

The Borough shall continue to provide the accident and liability insurance coverage that is currently provided to all bargaining unit employees for the purpose of providing legal representation in all actions brought against an employee by a third party as a result of matters within the scope of Borough employment and operation of Borough equipment.

ARTICLE 12 - DISABILITY INSURANCE

- A. The Borough of Keyport shall grant leaves of absence with pay and benefits for up to one year to any bargaining unit employee who shall be injured or disabled resulting from or arising out of his or her employment, providing that the examining physician appointed by the Borough shall certify to such injury or disability. Any disability insurance payment made to the employee for the period covered by the foregoing shall immediately be signed over to the Borough in consideration of full salary and benefits.

- B. The Borough shall continue to provide the disability benefit coverage under the plan of the State of New Jersey which will protect the employees against sickness or disability that are not covered under Section A.

ARTICLE 13 - PENSION

All full-time employees shall be enrolled in the New Jersey State Public Employees Retirement System upon completion of their probationary period, and shall have the appropriate deductions taken from their pay and forwarded to the State all in accordance with the State Division of Pensions regulations and the statutes relating thereto.

By Resolution the Borough of Keyport has established a voluntary Deferred Compensation Plan to be made available to all employees.

ARTICLE 14 - SICK DAYS

All full-time bargaining unit employees shall receive fifteen (15) sick days with pay per year. All unused sick days shall be accumulated without limit.

Any employee hired after January 1, 2012 will be entitled to twelve (12) sick days with pay per year. All unused sick days shall be accumulated without limit.

Upon retirement, the Borough will pay the retiring employee for fifty-five percent (55%) of the earned unused accumulated sick days up to a maximum of \$13,500. In the event of the employee's death prior to his/her retirement, one-half of the earned unused accumulated sick days up to a maximum of \$13,500 is to be paid to the employee's beneficiary or estate.

Effective and retroactive to January 1, 2002 any bargaining unit employee who does not use a sick day during a six (6) month period, based on a rolling calendar, shall receive two (2) incentive days. The incentive days will not apply to new employees hired after January 1, 2012.

ARTICLE 15 - SICK DAY BUY BACK

All bargaining unit employees shall have the option of a yearly buy back of ten (10) sick days, providing that the employee has a minimum of thirty (30) sick days in the bank. Payment for these sick days would be on the first pay day in December of each year.

All employees hired into the bargaining unit after the signing of the 1993-1995 agreement shall be required to have thirty (30) sick days in the bank to qualify for the buy back benefit.

ARTICLE 16 - PERSONAL DAYS

A. All bargaining unit employees hired on or before January 1, 2007 shall be entitled to six (6) personal days per year with full pay.

B. Employees hired into the bargaining unit after January 1, 2007 and before January 2, 2008 shall receive the following personal day benefit. (Any current Borough employee who transfers into the bargaining unit shall be entitled to six (6) personal days per year).

1st year	3 personal days per year
2nd & 3rd year	4 personal days per year
4th & 5th year	5 personal days per year
6th year	6 personal days per year

C. Employees hired after January 1, 2008 will be entitled to two (2) personal days, prorated for time of service during the first year of employment. Beginning with the second year of employment (as of 1st anniversary date), employees hired after January 1, 2008 will be entitled to receive four (4) personal days each year.

ARTICLE 17 - HOLIDAYS

a. All bargaining unit employees shall receive the following fourteen (14) holidays per year:

New Years Day	4 th of July	Christmas Day
Martin Luther King Day	Labor Day	Christmas Eve/Day after Christmas*
Lincoln's Birthday	Columbus Day	
• Presidents Day	Veterans Day	
• Good Friday	Thanksgiving Day	
Memorial Day	Day After Thanksgiving	

*The Borough agrees that a single holiday will be assigned to either Christmas Eve or the Day after Christmas, if the two (2) Local 68 bargaining units as a group are in agreement, and with the concurrence of the Borough Administrator. In the event that the units cannot agree, the decision will rest with the Borough Administrator.

All bargaining unit employees who work on one of the holidays listed in Article 17(a) above shall receive eight (8) hours regular pay for the holiday, and time and one-half (1 1/2x) their regular hourly rate for all hours worked on the holiday.

In the event that Christmas Eve should fall on a weekend, two representatives of the Clerical Department, along with the Borough Administrator will designate the date to be observed for Christmas Eve.

b. See attached Rider.

ARTICLE 18 - VACATION

Bargaining unit employees hired on or before January 1, 2008 shall receive the following vacation:

YEARS OF SERVICE	VACATION DAYS
1 to 6 years	12 Days
7 to 10 years	15 Days
11 to 16 years	20 Days
17 to 20 years	22 days
over 20 years	25 Days

Bargaining unit employees hired after January 1, 2008 shall be entitled to the following vacations benefits during the specified years of employment:

1 st year	1 day per month worked
2 to 7 years	12 vacation days
8 to 20 years	15 vacation days
21 and above years	20 vacation days

All bargaining unit employees hired during the year shall have their vacation time prorated for the period of time that they have been employed in the year that they were hired. Employee's eligibility (years of service) shall become effective on January 1st of the employee's anniversary year.

The bargaining unit employees shall have the option of carrying unused vacation time into the following year with the approval of the Business Administrator. The unused time must be taken by June 30th of that following year.

In the event an employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive one (1) day's pay for each day or earned vacation which had not been taken at the time of the employee's death.

An employee who is retiring or who has otherwise separated shall be entitled to his/her prorated vacation allowance for the current year and any vacation which may have been carried over from the preceding year.

ARTICLE 19 - JURY DUTY

All bargaining unit employees who are required to perform jury duty or appear in court as a witness on behalf of the Borough shall receive their full salary and benefits while serving, upon proper evidence of same being presented to the Borough Business Administrator. Any compensation received by the employee for Jury Duty shall be turned over to the Borough promptly.

ARTICLE 20 - FAMILY MEDICAL LEAVE

All bargaining unit employees shall be entitled to five (5) working days per year with full pay due to serious illness of any relative in the employee's immediate family or a relative for whom one is responsible. Immediate family shall include father, mother, spouse, spouse's father or mother, child, brother, sister, or any relative residing in the immediate household. These days shall be subtracted from the available sick days that the employee has.

All bargaining unit employees shall be entitled to a leave of absence of up to twelve (12) weeks per year, as provided in the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

ARTICLE 21 - BEREAVEMENT LEAVE

All bargaining unit employees shall be entitled to four (4) working days with pay for absences caused by the death of a member of the employee's immediate family as defined in Article XX of this Agreement, or because of the death of another relative, including grandfather, grandmother, grandchild, stepmother, stepfather, stepchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or anyone making his/her home with the employee's

family and regarded as a member of the family. If the deceased family member lives outside of New Jersey, and the States bordering New Jersey, the employee shall receive one (1) additional day off with pay.

Any bargaining unit employees hired after January 1, 2012 shall be entitled to three (3) working days with pay for absences caused by the death of a member of the employee's immediate family as defined in Article XX of this Agreement, or because of the death of another relative, including grandfather, grandmother, grandchild, stepmother, stepfather, stepchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or anyone making his/her home with the employee's family and regarded as a member of the family. If the deceased family member lives outside of New Jersey, and the States bordering New Jersey, the employee shall receive one (1) additional day off with pay.

Bargaining unit members will receive an additional one (1) day's leave with pay for the death of a member's spouse or child.

ARTICLE 22 - MEAL ALLOWANCE

All bargaining unit employees shall receive twelve dollars (\$12.00) meal allowance for working more than ten (10) consecutive hours.

ARTICLE 23 - EDUCATION FUND

The Borough shall allow employees time off with pay to attend any seminars, classes, or training that are related to the employee's job, and which have been approved by the Borough. The Borough shall reimburse any bargaining unit employee who attends such classes with the reimbursement including registration fees, class fees, books, and the standard I.R.S. reimbursement rate of mileage. Employee must submit within thirty (30) days of receiving proof of passing grade. The reimbursement payment shall be made within sixty (60) days from the date submitted receipt of passing grade. If the employee requests to attend any seminar, class, or training that has not been requested by the Borough, but approved by the borough prior to attending, the employee must obtain a passing grade (if given) in order to be reimbursed.

There is an annual stipend of \$175.00 for a college degree or job related professional certification.

Nothing herein shall prevent the bargaining unit employee from requesting of the Borough the right to attend any seminar, classes, or training that the employee believes is necessary for his/her job. Upon approval by the Borough the Borough will pay the full cost of such classes and training.

ARTICLE 24 - BULLETIN BOARDS

The Borough will provide Bulletin Boards for the employees for the purpose of posting notices relating to meetings and any other Union business.

ARTICLE 25 - STEWARD/UNION BUSINESS

If the Union duly authorizes a member from the bargaining unit to represent it during formal hearings of grievances, and if such hearings of grievances should take place during regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

All employees who are members of the Union's negotiating committee and are scheduled to work during the hours of scheduled negotiations shall be paid in full.

The Union Business Representative shall have access during working hours to all facilities in which employees covered by this Agreement work, for the purpose of adjusting grievances and negotiating the settlement of disputes. The Union representative will provide advance notification of his site visit to the Borough.

ARTICLE 26 - GRIEVANCE PROCEDURE

Definition: The term grievance is a complaint by an employee or employees or the Union at the request of an employee or employees that there has been a mis-interpretation, mis-application or violation of this Agreement.

Step 1: The aggrieved employee or employees must present a grievance in writing to the first line supervisor through the Union Shop Steward within fifteen (15) working days of the occurrence of the grievance, except that no time limits shall apply in case of a violation of the

wage provision of this Agreement. If a satisfactory settlement is not achieved with the first line supervisor within five (5) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up, within ten (10) working days, with the Borough Administrator or someone with authority to act upon such a grievance. A decision must be made within fifteen (15) working days in writing.

Step 3: If no satisfactory settlement can be agreed upon, the Union shall then take the matter up within ten (10) working days with the Borough Council. A decision must be made within fifteen (15) working days in writing.

Step 4: If no satisfactory settlement can be agreed upon, the matter may be referred to the Public Employment Relations Commission within twenty (20) working days with a request for a list of Arbitrators. An Arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission.

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an Arbitrator in any single case.
2. The fees and expenses of the Arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties including but not limited to the presentation of witnesses, shall be borne by the Party incurring same.
3. The Arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.
4. The decision of the Arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties.
5. Either the Borough or the Union may waive any of the steps of the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.
6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the

grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. 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.

ARTICLE 27 - SALARIES

Effective and retroactive to January 1, 2012, all bargaining unit employees shall receive a one and three quarter (1.75%) percent wage increase to their base salary.

Effective January 1, 2013 all bargaining unit employees shall receive, one and three quarter (1.75%) percent wage increase to their base salary.

Effective January 1, 2014 all bargaining unit employees shall receive a two and one quarter (2.25%) percent wage increase to their base salary.

Effective January 1, 2015 all bargaining unit employees shall receive a two and one quarter (2.25%) percent wage increase to their base salary.

ARTICLE 28 - LONGEVITY

A. All eligible employees hired on or before January 1, 2008 shall receive the following longevity payments:

<u>Yrs of Service</u>	<u>Longevity %</u>
05 to 09 Years	1%
10 to 14 Years	2%
15 to 19 Years	4%
20 to 24 Years	5%
25 Years	6%

Longevity payments shall be based upon the employee's base salary as of January 1st of the current year and the same percentage shall be paid each succeeding year until the employee reaches the next longevity step.

B. Employees hired after January 1, 2008 shall receive the following longevity payments:

<u>Years of Service</u>	
5 Years	\$ 500.00
10 Years	\$1,000.00
15 Years	\$1,500.00

Longevity payments shall be the same amount each year until the employee reaches the next longevity step.

C. Longevity payments shall be paid to all eligible employees effective on their employment anniversary date and shall be considered in total with their salary for pension purposes. Longevity shall be added to the employee's hourly pay rate.

ARTICLE 29 - ON-CALL STIPEND

The Borough shall pay a \$475.00 yearly stipend to bargaining unit employees who are on-call for the Borough during the year.

The Borough will provide and pay for the basic monthly cost of a pager or cellular phone if needed for job related work.

ARTICLE 30 - OVERTIME

All bargaining unit employees shall receive overtime pay at the rate of time and one-half (1 1/2X) the employee's regular rate of pay for all hours worked in excess of seven and one-half (7 1/2) hours per day and thirty seven and one-half (37 1/2) hours per week.

ARTICLE 31 - CALL-IN-PAY

All bargaining unit employees who are called into work shall be guaranteed a minimum of three and one-half (3 ½) hours' pay at time and one-half (1 1/2X) their regular hourly rate. If an employee is called out a second time, within the original three and one-half (3 ½) hour call-in, the employee will not receive an additional minimum call-in payment. However, if the employee works beyond the original three and one-half (3 ½) hour call-in period, the employee shall receive time and one-half (1 1/2X) the employee's regular hourly rate for all additional hours worked.

Effective January 1, 2002, all employees who are scheduled to return back to work shall be guaranteed a minimum of two and one-half (2 ½) hours return to work pay, at the employees overtime rate of pay (1 1/2x).

ARTICLE 32 - BARGAINING UNIT WORK

No other Borough employee or person with only the exception of temporary workers shall perform the work of this bargaining unit.

If temporary workers perform any work of this unit, it will not affect the employment or cause the layoff of any employee of this unit.

ARTICLE 33 - MANAGEMENT RIGHTS

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) Assignments of schedules
- F) Hire, promotion, discharge, demotion and disciplinary action against employees, as provided by Title 11 (Civil Service)
- G) Making, drafting and enforcing of rules and regulations, governing the same and for discipline and safety of its employees.

ARTICLE 34 - 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 rules and regulations shall be furnished to the Union 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 or 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 provision that such

employee or Union may treat the order or instruction as a grievance which will be handled in accordance with the Grievance Procedure set forth previously in the Agreement.

ARTICLE 35 - DISCRIMINATION

The Borough and the Union shall not discriminate against any employee by reason of race, creed, sex, age, color, political, or religious affiliation or national origin.

All employees shall act to provide a work environment that is free of harassment.

ARTICLE 36 - 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 a particular provision of this Agreement shall apply only to the specific portion of the Agreement affected hereby.

ARTICLE 37 - MILITARY DUTY

All bargaining unit employees who are called into active duty or training in the military shall be entitled to fifteen (15) days per year for such duty or training, with full pay and benefits from the Borough and subject to USERRA.

ARTICLE 38 - BREAK PERIODS

All bargaining unit employees shall be entitled to two (2) fifteen (15) minute breaks, which can be combined with ½ hour lunch with approval from the department head.

ARTICLE 39 - WORKING AT A HIGHER JOB CLASSIFICATION

Any current bargaining unit employee who works a minimum of four (4) hours at a higher bargaining unit job classification shall receive the higher salary rate of that title for all hours worked in that capacity.

All bargaining unit employees hired after February 6, 2007 shall be required to work a 100 hour cumulative probationary period before they are eligible to receive the higher pay.

ARTICLE 40 - CLOTHING

Clothing damaged while in the performance of an employee's job will be replaced by the Borough provided the Borough Administrator is made aware of a claim for the damaged clothing within twenty four hours.

ARTICLE 41 - PERMITS

All Borough fees will be waived for all bargaining unit employees, except those fees collected on behalf of third parties, violations or fines.

ARTICLE 42 - PART TIME EMPLOYEES

A part time employee shall be any employee holding a single title or holding a Collective Bargaining Agreement title who works on a year round, twelve (12) months basis for no less than 26 hours per week.

Such part time employees shall receive only the following benefits which are prorated: vacation, personal days and sick days. All other benefits are excluded, including without limitation, health benefits, longevity, education fund, holidays and bereavement.

ARTICLE 43 - AMENDMENT

This Agreement represents the entire Agreement between the parties. Any amendment to the Agreement must be in writing and signed by representatives of both parties.


ARTICLE 44 - DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st Day of January 1, 2012 and shall terminate at 11:59 p.m. on December 31, 2015.

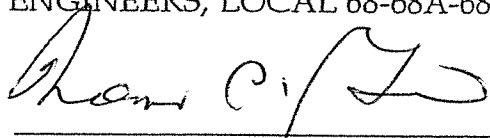
IN WITNESS WHEREOF, we have appended our signatures and affixed our Seals this day of MAY, 2012.

BOROUGH OF KEYPORT

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

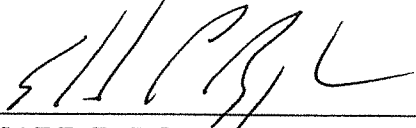


ROBERT MC LEOD
Mayor

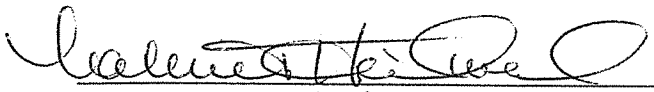


THOMAS P. GIBLIN
Business Manager

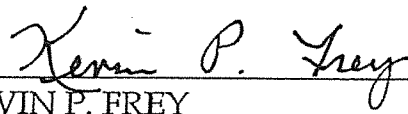
Council Member



EDWARD P. BOYLAN
President

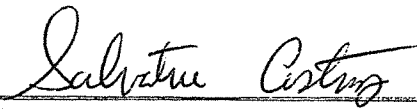


VALERIE T. HEILWEIL, RMC
Borough Clerk



KEVIN P. FREY
Recording Secretary

Borough Administrator



SALVATORE COSTANZA
Business Representative

APPENDIX A

EFFECTIVE January 1, 2012

Prior Title:

Consolidated Title:

- REGISTRAR / SEC. TO THE BOARD OF HEALTH REGISTRAR/BOARD SECRETARY
- SR. ACCOUNT CLERK SENIOR ACCOUNT CLERK
- ACCOUNT CLERK ACCOUNT CLERK
- CLERK/TYPIST/RECORDS SUPPORT 2
SUPPORT 2 KEYBOARDING CLERK 1/RECORDS
- SR. CLERK/TYPIST KEYBOARDING 2
- POLICE RECORDS CLERK RECORDS SUPPORT
TECHNICIAN 2
- ADMINISTRATIVE SECRETARY ADMINISTRATIVE SECRETARY