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15-28

BOOK DO NOT CIRCULATE

1975

THIS AGREEMENT made this 15<sup>th</sup> day of October,  
1976

BY AND BETWEEN: THE BOROUGH OF SEASIDE PARK,  
a municipality in the County of Ocean,  
State of New Jersey,

hereinafter called the "employer",

AND: SEASIDE PARK PUBLIC WORKS  
ASSOCIATION,

hereinafter called the "association".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the employer recognized as being represented by the association as follows:

ARTICLE I:

RECOGNITION

The Borough recognizes the Association as the exclusive representative as certified on June 22, 1970 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all employees employed by the Department of Public Works, Borough of Seaside Park, Ocean County, New Jersey; but excluding all office clerical employees, policemen, managerial executives, seasonal employees and supervisors within the meaning of the New Jersey Employer--Employee Relations Act of 1968.

ARTICLE II:

BULLETIN BOARD

SECTION ONE:           The Borough shall supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location in the Borough Garage which shall be for the use of the Association for posting of notices and bulletins pertaining only to Association matters. All bulletins must have the approval of the Department Head.

SECTION TWO:           All coffee breaks will be taken at Borough garage. The Borough will supply all necessary equipment and supplies for the coffee breaks.

ARTICLE III:

GRIEVANCES

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Borough and the Association or between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

STEP ONE: The aggrieved employee shall discuss his problem with the Association and foreman who shall attempt to settle the problem within 48 hours from the time it was presented.

STEP TWO: If the grievance is not resolved at STEP ONE, it shall be reduced to writing by the aggrieved employee and one copy immediately furnished to the Borough Clerk and one copy to the Superintendent of the Department of Public Works. The Superintendent and a representative of the Association shall meet and attempt to resolve the problem within 48 hours from the time it was presented.

STEP THREE: Failing to find a mutually satisfactory solution in STEP TWO, a meeting shall be arranged between a representative of the Association and a representative of the Borough Council with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in STEP TWO.

STEP FOUR: Any employee shall have the right to process his own grievance provided that a representative has the right to be present, and it is further provided that any agreement reached with such employee is not violative of this Agreement.

ARTICLE III:

GRIEVANCES (CONTINUED)

STEP FIVE: If a grievance is not settled under STEP FOUR, such grievance shall, at the request of the Association or Borough, be referred to the Department of Civil Service for resolution and hearing in accordance with the usual procedure.

ARTICLE IV:

SENIORITY

SECTION ONE: It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be effected.

SECTION TWO: Employees in the category Laborer 2 will be promoted to Laborer 11 only upon recommendation of the Borough Superintendent with the approval of the Borough Council.

ARTICLE V:

HOURS OF WORK

SECTION ONE:

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

SECTION TWO:

The basic work week shall consist of forty (40) hours, consisting of five (5) consecutive days. The basic work day shall consist of eight (8) hours per day, exclusive of a sixty (60) minute lunch period.

ARTICLE VI

OVERTIME

SECTION ONE: All work performed in excess of forty (40) hours but not more than forty-eight (48) hours during one (1) work week shall receive compensation at time and one-half. Any work performed over the forty-eight (48) hour period during one (1) work week shall be paid at the rate of double time.

SECTION TWO: All work performed on emergency call out basis shall be guaranteed a three (3) hour minimum at the rate of time and one-half. If said emergency call out falls on a recognized holiday, a three (3) hour minimum will be guaranteed at the rate of double time.

SECTION THREE: Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.



ARTICLE VII:

LONGEVITY

SECTION ONE:

Effective January 1, 1975 each employee shall be paid in addition to his base pay, a longevity increment based upon his years of service in the employ of the Borough and therefore shall receive an additional \$300.00 having completed five (5) years of service and shall receive an additional \$300.00 upon the completion of each additional five (5) years of service.

SECTION TWO:

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from the first day in January following said date.

ARTICLE IX:

VACATION

- Each permanent full-time employee shall receive an annual vacation leave in accordance with the New Jersey Administrative Code of the Department of Civil Service Rule 4:1-17:11 (in accordance with the policy set for State employees).

ARTICLE IX:

HOLIDAYS

SECTION ONE:

Each full-time employee covered by this

Agreement shall receive holiday pay equal to one days pay at eight

(8) hours of straight time without working the following days:

New Year's Day

Columbus Day

Lincoln's Birthday

General Election Day

Washington's Birthday

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Friday following Thanksgiving Day

Independence Day

Christmas Day

Labor Day

SECTION TWO:

An employee required to work on a holiday

shall be paid time and one-half his regular pay in addition to holiday pay.

ARTICLE X:

SICK LEAVE AND BEREAVEMENT PAY

SECTION ONE:

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay on one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

SECTION TWO:

An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the borough.

SECTION THREE:

Every permanent full-time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey. Additional time may be granted with the consent of the Superintendent of Public Works if the death of the member of the family is outside the State of New Jersey. Immediate family shall include spouse, children, parents, brothers and sisters; also spouse's parents, brothers, sisters and grandparents of employee or spouse.

ARTICLE XI:

HEALTH AND WELFARE

Hospital and medical insurance shall be provided for as set forth from time to time in the Borough of Seaside Park ordinances; Blue Cross--Blue Shield--Rider "J" and a Prudential Group Medical Plan.

ARTICLE XII:

RETIREMENT SICK PAY

SECTION ONE:            Upon retirement, the retiree, is to be paid one-half of all accumulated sick days during all his years of employment.

SECTION TWO:            Upon death 100% of accumulated sick leave shall be paid by the Borough to the employee's named beneficiary or to his estate.

ARTICLE XIII:

SAFETY AND UNIFORMS

SECTION ONE:

The Borough will supply to each employee safety work shoes **not to exceed two pair per year** in addition to which they will supply the following uniforms:

2 shirts and 2 pants--winter;

2 shirts and 2 pants--summer;

or any combination of the above at the request of the employee.

The type of uniform shall be determined by the Borough officials and it shall be mandatory that said uniforms be worn during the respective winter and summer seasons in accordance with the regulations of the Borough. All employees must report for work wearing such prescribed uniforms. All employees reporting without the prescribed uniform shall be determined to be unprepared for duty and shall be subject to being sent home by his supervisor without pay.

SECTION TWO:

In addition to the above for winter, outside work, the Borough shall provide winter workcoats, **not to exceed one coat per two year period.**

SECTION THREE:

It is further understood and agreed that a minimum of ten (10) hard hats as well as sufficient work gloves shall be kept in stock at the Borough Garage for the use of employees on an as needed basis.

ARTICLE XIV

PERSONAL DAYS

It is agreed that each employee shall have the right to two (2) personal days without pay on forty -eight (48) hours notice to the Superintendent of Public Works at discretion of Superintendent.



ARTICLE XV

SALARY AND WAGES

Each employee will receive retroactive to January 1, 1976  
an increase on base salary of \$650.00 for the calendar year 1976.

ARTICLE XVI:

SAVINGS CLAUSE

It is understood and agreed that any right or benefit presently being received by said employees is not incorporated into this document, the said right or privilege shall continue.

It is further understood and agreed that if any provision of this Agreement or the application of this agreement to any person or circumstance shall be held invalid the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalid, the Borough and Association will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XVII:

TERMINATION AND EXTENSION OF  
AGREEMENT

SECTION ONE:

The term of this Agreement shall be from ~~January 1, 1975 through December 31, 1975~~ and its terms and conditions effective with its commencement.

SECTION TWO:

In the absence of written notice given at least thirty (30) days prior to the expiration date of either party to the other of intention to terminate, this Agreement shall automatically be renewed for the period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date.

SECTION THREE:

In the event such notice is given, negotiations shall begin not later than fifteen (15) days prior to the expiration date.

SECTION FOUR:

It is understood that if the Public Works Association seeks a successor Agreement commencing from January 1, 1976 that this Agreement shall remain in full force until said Agreement has been reached.

SECTION FIVE:

Completeness of Agreement: This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

Nothing in this Agreement shall be construed to deny to the Association or any member any rights which they have obtained prior to the date hereof and which may not have been incorporated into the terms hereof.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 15<sup>th</sup> day of October, 1976.

BOROUGH OF SEASIDE PARK

Attest:

By: Joseph J. Delaney Mayor

Maureen K. Debb  
Clerk

SEASIDE PARK PUBLIC WORKS  
ASSOCIATION

By: Frank Marley President