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**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF NEPTUNE CITY,  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

**AND**

**NEPTUNE CITY EMPLOYEES ASSOCIATION**

=====  
**EFFECTIVE JANUARY 1, 1993 THROUGH DECEMBER 31, 1995**  
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PREAMBLE

THIS AGREEMENT, made this        day of        1995, by and between THE BOROUGH OF NEPTUNE CITY, NEW JERSEY, hereinafter referred to as the "Borough" or "Employer", and the NEPTUNE CITY EMPLOYEES ASSOCIATION hereinafter referred to as the "Association" or "Union";

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to maintain and promote a harmonious relationship between the Employer and such of its employees who are within the provisions of this Agreement in order that more efficient, productive, and progressive public service may be rendered, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law;

NOW THEREFORE, in consideration of the premises 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 Employer hereby recognizes the Association as the sole exclusive representative for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all blue collar and white collar employees employed by the Borough of Neptune City, but excluding Borough Clerk, Deputy Borough Clerk, secretary to the Borough Clerk, managerial executives, confidential employees, police, professionals, craft employees and supervisors within the meaning of the Act.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, except as modified by this Agreement and consistent with existing laws, to manage and direct the affairs of the members of the association, and to fulfill its lawful obligation.

Section 2. It is further understood and agreed that all rights of management are retained by the Employer, that these rights shall include, but not be limited to the right to:

a. direct, supervise and otherwise manage the employees to maximize efficiency and to take all reasonable steps to improve productivity of the members of the Association.

b. hire, promote, transfer and assign;

c. suspend, demote, discharge or take other necessary disciplinary action for just cause;

d. relieve employees from duty because of lack of work or other legitimate reasons;

e. determine the work to be performed within the unit of employees covered by this Agreement;

f. purchase the services of others by contract or otherwise

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**Section 1.** A grievance is hereby defined as any complaint or question arising between the Employer and the Association, or any employee represented by the Association, as to the meaning, application, or operation of any provision of this Agreement. It is understood and agreed that either party of this agreement may file a grievance as hereinabove defined.

**Section 2.** For purposes of providing an orderly method for handling and disposing of grievances as defined, and to promote and improve the productivity of the members of the Association, it is hereby agreed that all such grievances shall be adjusted as follows:

**STEP 1.** If the Union or an employee represented by the Union wishes to file a grievance, it shall be presented by the designated Union representative or the aggrieved employee orally to the Department Head or his designated representative within twenty (20) days after the occurrence which give rise to the grievance. If the Employer files a grievance, it shall be presented orally by the Borough Administrator to the President of the Union

within twenty (20) days after the occurrence which gives rise to the grievance. The respective party to whom the grievance is presented shall answer such grievance orally within five (5) days from the date of its presentation.

**STEP 2.** If the grievance is not resolved at Step 1, or if no answer has been received within the time limits set forth in Step 1, the party initiating the grievance shall present same in writing to the Borough Administrator or the President of the Union as the case may be within five (5) days of the answer or expiration of time limits set forth in Step 1. This written presentation shall set forth the nature of the grievance, the applicable provisions of the Agreement, and the position of the initiating party with respect to same. The party to whom the grievance is presented shall answer the grievance in writing within five (5) days after receipt of same.

**STEP 3.** If a Union or employee grievance is not resolved at Step 2, or if no answer has been received within the time limits set forth in Step 2, the written grievance may be presented to the Committee of Council that oversees that Department in the Borough. The Committee shall render its decision on the grievance in writing within fifteen (15) days from the date the grievance is presented. If an Employer grievance is not resolved or answered at Step 2, it shall be considered



denied and the Employer shall have the right to request arbitration pursuant to the procedures hereinafter set forth.

**STEP 4.** If the Union or employee grievance is not resolved at Step 3, or if no response is received by the initiating party with the time set forth in Step 3, the grievance as written may be presented to the Mayor and Council of the Borough. The Mayor and Council shall render a final written decision with respect to the grievance within twenty (20) days from the date said grievance is presented.

**Section 3.** If a grievance is not settled at the final step of the grievance procedure, the aggrieved party shall have the right to choose between submitting such grievance to arbitration or to avail himself of all legal remedies provided by Title 40A of the Revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted to the Borough Administrator or his/her designated representative.

**Section 4.** ARBITRATION - Any grievance as hereinabove defined which is not resolved by the grievance procedure may be submitted to arbitration in accordance with the

following terms and procedures:

a. The party requesting arbitration must make the request in writing within fifteen (15) days after the final step of the grievance procedure, (Step 4 for Union or employee grievance, and Step 2 for Employer grievance);

b. All request for arbitration shall be submitted to the Public Employment Relations Commission (PERC) for selection of an arbitrator in accordance with the procedures of that Agency;

c. The cost of arbitration shall be shared equally by the parties, but each party shall pay its own costs and expenses incurred in presenting its case to the arbitrator;

d. The arbitrator shall interpret the Contract as written and shall not have authority to add to, modify or otherwise change the written agreement between the parties;

e. The arbitrator shall render his written opinion and award within thirty (30) days after the close of the hearing, except in the case of discharge which the parties herewith agree to expedite to Step 4 of the grievance procedure within five (5) days of the date of discharge, and if not settled, to process said discharge to arbitration within three (3) days after decision under Step 4 of the grievance procedure. In a discharge case, the arbitrator shall render a "bench award" within four (4) hours after the close of hearing and thereafter shall

file his written opinion and award.

**Step 5.** The parties may mutually agree to extend the grievance procedure time limits and may also mutually agree to expedite a grievance to the final step of the grievance procedure after Step 1 presentation.

#### ARTICLE IV

#### SUSPENSION AND DISCHARGE

Section 1. The parties agree that the Employer may suspend or discharge any employee covered by this Agreement regardless of his seniority for good cause. Notice of such discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved,

Section 2. If an employee feels that he is being discharged or suspended unjustly, said employee may file a grievance in accordance with the provisions of the grievance procedure set forth herein, which grievance must be initiated within three (3) days (exclusive of Saturday and Sunday) from the date of the receipt of notice of discharge or suspension. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed absolute and final.

ARTICLE V

NO STRIKE - NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the departments and agencies of the Borough is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties agree that there shall be no strikes, walk-outs, sympathy strikes, refusal to cross picket lines, slow-downs, unlawful picketing, sick outs, or any other interference with normal work performance by the Association, its officers, members, agents, principal, or employees covered by this Agreement.

Section 2. The Union will take all reasonable actions necessary to prevent its members, officers, representative and the employees covered hereunder, either individually or collectively from participation in any of the conduct described in Section 1 above or any similar activity, including but not limited to publicly disavowing such action and ordering all such officers, representative, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be possible under the circumstances to bring about compliance

with its order. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge any or all of the employees directly or indirectly involved. Any such disciplinary action taken by the Employer may be treated as a grievance and processed in accordance with the terms of this Agreement.

**Section 3.** In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked-out any employee covered under the provisions of this Agreement.

**ARTICLE VI**  
**NON-DISCRIMINATION**

**SECTION 1.** The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

**SECTION 2.** The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

**SECTION 3.** Only one (1) personnel file shall be maintained by the Borough on an employee. Nothing of an adverse nature shall be placed in an employee's file without his or her initials being placed thereon and a copy being given to the employee.

**ARTICLE VII**  
**HOURS OF WORK**

**SECTION 1.** The standard work week would be Monday through Friday for all Borough Employees with the exception of Police Dispatchers who work rotating shifts Sunday through Saturday.

a. Employees shall be entitled to two (2) fifteen minute breaks within their normal work day.

b. Employees shall be entitled to a one (1) hour lunch.

**SECTION 2.** Dispatchers who are covered by the Agreement shall work in accordance with the schedule which shall be posted by the CHIEF OF POLICE or his designated representative in accordance with the present practice, which schedule may be modified subject to the needs of the Department. The Union shall be notified in advance of any permanent change in the department work schedule, and if a request is made, the Employer will negotiate with the Union concerning any such permanent work schedule change.



## ARTICLE VIII

### OVERTIME

Section 1. Hours worked in excess of those regularly scheduled shall be deemed overtime and shall be compensated at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay or in compensatory time off at the regular hourly rate of pay or in compensatory time off at the rate of one and one-half (1 1/2) hour for each hour of work.

Section 2. Whenever an employee is required to attend departmental meetings during his regular scheduled time off, he shall receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour.

Section 3. The scheduling of all compensatory time off which may be earned under the terms of this Agreement shall be at the discretion of the supervisor in charge of the employee's department, and will be consistent with the provisions hereinafter set forth. Employees shall provide the Department Supervisor with seven (7) days advance notice, and fourteen (14) days for police dispatchers, of request for compensatory time off. Full consideration shall be given to emergency request for compensatory time off. No more than one employee shall receive compensatory time off at one time unless specific approval is given by the Department Supervisor. Whenever possible, request for

compensatory time off shall be granted consistent with the needs and efficient operation of the Department.

Accumulated compensatory time will not exceed two hundred and forty (240) hours for the current calendar year, and any excess must be requested to be taken off within fifteen (15) days or it will be assigned off by the Department Supervisor. In addition, no employee shall be permitted to take a combination of personal or compensatory time off that exceeds five consecutive days without prior approval of the Department Supervisor.

During the year an employee may request to convert accumulated compensatory time to paid overtime. This shall be requested through the Department Supervisor or his designee and shall be paid to the employee on the next pay period following the request, providing the funds are remaining in the budget.

Accumulated compensatory time may be carried over from one calendar year to the next.

**Section 4.** In the event that an employee is required to appear as a witness in any judicial proceeding outside his/her regularly scheduled work day, arising directly out of his/her employment, he/she shall be guaranteed one (1) hour at double time, irrespective of time spent and shall receive time and one-half (1 1/2) for any time past the first hours.

Section 5. Any requested change of personal or compensatory time off affecting another individual's schedule that is less than thirty (30) days into the schedule must be approved by that individual prior to submitting the request to the Chief. (This section applies to all dispatchers).

ARTICLE IX  
CALL IN PAY

Whenever an employee is called into work either prior to or after his regularly scheduled work day or on weekends or on scheduled holiday, he/she shall receive compensation at the rate of double time (2 hours) for one hour and time and one-half (1 1/2) for all hours worked beyond the first hour. The employee shall have the option to elect either pay or compensated time for the above. This does not apply to part time employees.

**ARTICLE X**

**WAGES**

Effective January 1, 1993 thru March 31, 1994 all employees will receive a salary that is increased by 5.5% of their 1992 base salary.

Effective April 1, 1994 thru March 31, 1995 all employees will receive a salary that is increased by 5.5% of their base salary which is in effect from January 1, 1993 thru March 31, 1995.

Effective April 1, 1995 through December 31, 1995 all employee will receive an increase of 4% of their base salary that was in effect as of March 31, 1995.

## ARTICLE XI

### LONGEVITY

In addition to salaries, wages or other payments hereunder, employees shall receive longevity payment at the annual rate of \$500.00 for each completed five (5) years of service with the Borough. Longevity payment shall be paid on November 15th of each year. In the first year an employee becomes eligible for a longevity increment, said payment shall be prorated based upon the remaining number of months in the calendar year after the employee's anniversary date. For example, an employee completing 5 years of service on June 30th would receive a longevity increment of \$250 on November 15th. Each year thereafter, the employees would receive a longevity increment of \$500. After completing 10 years of service on June 30th, the employee would receive a longevity increment of \$750 on November 15th and each year thereafter \$1,000 per year.

If the employee shall terminate his/her employment with the Borough of Neptune City or retire, he/she shall then receive his/her longevity on his/her last paycheck.

**ARTICLE XII**  
**CLOTHING ALLOWANCE**

**Section 1.** The following clothing allowances are effective January 1, 1993 thru December 31, 1995:

Police Dispatchers- \$475 per annum

Public Works Employees - \$375 per annum

**Section 2.** The following clothing maintenance allowance is effective January 1, 1993 through December 31, 1995:

Fulltime Police Dispatchers \$475.00 per annum

**Section 3.** The clothing maintenance allowance shall be paid in a lump sum once per calendar year on November 15. This clothing maintenance allowance shall be forfeited if the employee terminates his/her employment with the Borough of Neptune City or is terminated for any reason during the calendar year.

**Section 4.** Any uniform or clothing excluding jewelry, that was damaged or destroyed in the performance of duty shall be replaced by the Borough as soon as possible. Any restitution ordered by the court in the event clothing was damaged shall be paid to the Borough.

**ARTICLE XIII**

**HOLIDAYS**

**Section 1.** All employees covered under this agreement shall be entitled to the following (13) paid holidays per year: The recognized holidays are:

NEW YEARS DAY  
MARTIN LUTHER KINGS BIRTHDAY  
PRESIDENTS DAY  
GOOD FRIDAY  
EASTER (FLOATING HOLIDAY)  
MEMORIAL DAY  
JULY 4TH  
LABOR DAY  
COLUMBUS DAY  
VETERANS DAY  
THANKSGIVING  
FRIDAY AFTER THANKSGIVING (in lieu of Election Day)  
CHRISTMAS

**Section 2.** If the employer declares any other holiday for Borough employees, other than the PBA bargaining unit, the same shall be given to the employees covered hereunder.

**Section 3.** It is recognized by both parties that dispatchers in the Police Department may not enjoy time off on the aforesaid holidays by reason of Departmental business. Accordingly, in lieu of the holiday itself, Fulltime Police Dispatchers shall receive compensation for the said holidays listed above. In the event any of the aforesaid recognized holidays falls on a non duty day, said holiday shall be deemed to have fallen on a regular working day.



ARTICLE XIV

PERSONAL DAYS

Section 1. Each employee shall be entitled to four (4) personal leave days per calendar year without loss of pay. There shall be no carry over of unused personal leave from one calendar year to another. The scheduling of personal days off shall be at the discretion of the Supervisor in charge of the employees home department. Police dispatchers shall submit their request for personal days off fourteen calendar days in advance. All other employees shall submit their request for personal days off five (5) days in advance. The request shall be given to the employee's department supervisor. Full consideration shall be given for emergency request of personal days.

Section 2. No employee shall be permitted to take a combination of personal or compensatory time off that exceeds five (5) consecutive days without prior approval of the department supervisor.

Section 3. In the case of dispatcher, any change of personal days off affecting another individual's schedule that is less than thirty (30) days into the schedule must be approved by that said individual in writing prior to submitting the request to the Chief of Police.

**ARTICLE XV**

**VACATIONS**

**Section 1a.** Each employee covered by this Agreement shall be entitled to annual vacation leave based upon his years of full time service with the Borough in accordance with the schedule which is set forth as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>WORKING DAYS</u></b>
6 MONTH THROUGH 1 YEAR	1 DAY PER 2 MONTHS TO A MAXIMUM OF 5 DAYS.
AFTER 1 COMPLETE YEAR THROUGH 5 COMPLETE YEARS	10 WORKING DAYS
6TH YEAR THROUGH 8 COMPLETE YEARS	15 WORKING DAYS
9TH YEAR THROUGH 15 COMPLETE YEARS	20 WORKING DAYS
START OF 16TH YEAR AND THEREAFTER	25 WORKING DAYS

**Section 1b.** Any employee hired after 7/1/93 shall be entitled to annual vacation leave which is set forth as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>WORKING DAYS</u></b>
6 MONTH THROUGH 1 YEAR	1 DAY PER 2 MONTHS TO A MAXIMUM OF 5 DAYS.
AFTER 1 COMPLETE YEAR THROUGH 5 COMPLETE YEARS	10 WORKING DAYS
6TH YEAR THROUGH 10 COMPLETE YEARS	15 WORKING DAYS
11TH YEAR THROUGH 19 COMPLETE YEARS	20 WORKING DAYS
START OF 20TH YEAR AND THEREAFTER	25 WORKING DAYS

**Section 2.** For purposes of computing time in service each employee employed by the Borough on or before June 30th shall earn credit for the entire year. If an

employee is hired on or after July 1st, his time in service shall be computed from the following January.

**Section 3.** Scheduling of annual vacation leave shall be the sole responsibility of the Department Supervisor. Wherever possible, requests for vacation leave shall be granted consistent with the needs of the Department. Where two or more employees request the same vacation leave, preference is given on the basis of seniority consistent with the needs of the Department.

**Section 4.** If the services of any employee covered hereunder are terminated for any reason other than discharge for cause, his vacation entitlement shall be prorated and paid to him if owed or reimbursed to the Employer from the final paycheck if the employee has taken vacations in excess of his prorated vacation entitlement at the time of termination. No prorated vacation benefits shall be paid to an employee who is discharged for just cause.

ARTICLE XVI

INSURANCE AND MEDICAL BENEFITS

Existing Blue Cross, Blue Shield, Rider J, Major Medical and Equitable Life Insurance benefits shall be continued during the term of this Agreement, as well as Workers Compensation and False Arrest Insurance.

Existing dental plan benefits shall be continued during the term of this Agreement for the benefit of all covered under this Agreement. This Dental Plan is known as International Health Care Services, Inc. and includes all services and payments outlined in their proposal dated May 5, 1983.

It is understood and agreed between the parties that the employer shall have the right to change the carrier providing the insurance as set forth therein. By the designation of a new carrier, however, the Employer may not reduce the benefits of the employee. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as through final binding arbitration under the Grievance Procedure were in place but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

Employees can keep group medical benefits after regular retirement by paying premiums in advance to the

Borough.

**Section 2.** Any employee hired after 7/1/93 shall be entitled to Medical Insurance Premiums paid by the Borough for the Employee only.

No dependant coverage premium shall be paid by the Borough for a period of five (5) years from the employees date of hire.

The employee shall be entitled to purchase dependant coverage at the employee's expense at a rate payable by the Borough for its covered employees through payroll deductions. Purchase of this coverage may be made at anytime during the five (5) year period in accordance with the carrier's rules and regulations.

**Section 3.** Any employee who elects not to be enrolled in any and all of the above health benefits shall receive \$2,000.00 in compensation in lieu of said benefits, payable on November 15th.

ARTICLE XVIISICK LEAVE

Section 1. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment and may be used by an employee for personal illness, illness in his immediate family which includes only his/her spouse, cohabitant, and children and requires his/her attendance upon the ill member, quarantine restriction, pregnancy or disabling injuries.

Section 2. Permanent full time employees of the Borough on annual salary shall be granted sick leave hereinbefore defined with pay to which eligible, as follows:

a. all employees hired as of January 1, 1972 and still employed by the Borough shall accumulate sick leave at the rate of ten (10) hours for each full month of service, or fifteen days a year for each year of 1990, 1991, 1992 and 1993. The fifteen days sick leave shall apply only to those employees who have completed five (5) year service. Employees with less than five years' of full time service shall during the first twelve months of service with the Borough shall accumulate sick leave at the rate of eight (8) hours per month or twelve (12) days

per year until they reach five (5) years of service.

The amount of such leave not taken shall accumulate from year to year to his or her credit up until the employees separation with the Borough.

b. All employee's upon separation from the Borough shall be entitled to one-half (1/2) at the rate of pay in effect at the time of separation for each full day of unused accumulated sick leave up to a maximum of three hundred (300) days which is the equivalent of one hundred and fifty (150) days pay.

c. Said accumulated sick leave shall be paid to the employee in one lump sum upon separation from employment with the Borough.

d. In the event that an employee separates from the Department within five (5) years of his or her starting date, all of the aforementioned accumulated sick leave benefits will be NULL AND VOID, unless that separation is a disability retirement.

e. Any employee who take sick leave after he/she has already worked a portion of the work day, may use one-half (1/2) day of his sick leave benefits.

f. The Borough of Neptune City retains the right in its discretion to extend the period of sick leave aforementioned beyond the terms previously cited.

g. In the event of the employee's death prior to his or her separation, all accumulated sick leave benefits

will be paid on the basis noted in this section above to the employee's designated beneficiary or estate.,

**Section 3.** The Borough Administrator may require a certificate from a licensed physician as proof of illness. An employee must promptly notify his superior officer of intended absence from work. Notification shall be made before the employee's usual starting time. Failure to notify his superior officer may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

**Section 4.** Borough employees can not accrue sick or vacation time beyond the period of one year while the employee is on leave for job related injuries.



**ARTICLE XVIII**

**BEREAVEMENT LEAVE**

**Section 1.**

a. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay for three working days.

b. Immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother, sister, employee's grandparents and spouse's grandparents, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law and cohabitant.

c. Reasonable verification of the event may be required by the Borough of Neptune City.

d. Such bereavement leave is in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

e. An employee of the Borough may make a request to their Department Supervisor for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

**ARTICLE XIX**

**JOB INCURRED INJURY**

Section 1. When an employee has a work connected injury or disability and is unable to work, the Borough shall pay the employee his or her regular salary until such a time that workman's compensation takes effect.

Section 2. The Borough shall pay the difference between workman's compensation and the employee's regular salary for a period not to exceed one (1) year from the date of injury, after which time the employee shall then revert to workmen's compensation.

**ARTICLE XX**

**MILITARY LEAVE**

**Section 1.** Military leave shall be governed by the applicable provisions of the New Jersey Revised Statutes.

**Section 2.** Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to meet minimum attendance requirements shall be governed by the applicable provisions of the New Jersey Revised Statutes.

**ARTICLE XXI**

**JURY DUTY**

**Section 1.** Any employee subpoenaed for jury duty shall receive his/her standard daily pay, provided he/she endorses over to the Borough any compensation check exclusive of mileage, received by the employee as a juror.

**Section 2.** Where an employee receives notice of jury duty, he/she immediately advise his/her Department Head or Supervisor, who shall in turn notify the Borough Clerk and Treasurer so that his/her absence from his/her job responsibilities may be approved and the receipt of the jury compensation check by the Treasurer can be assured.

**ARTICLE XXII**

**VOLUNTEER SAFETY DEPARTMENTS**

The Association shall provide to the Borough Clerk/Administrator and Supervisors a list of all Borough employees who are active and/or exempt members of the Volunteer Fire Departments and First Aid Squads. Upon request of the Borough Fire Chief, Assistant Fire Chief or First Aid Captain, all employees on the individual lists may answer alarms or call where they are requested unless performing duties that would cause detriment to the Borough.

Any employee responding to the emergency call and not needed is required to immediately return to his/her job site.

**ARTICLE XXIII**

**LEAVE OF ABSENCE**

Leaves of absence without pay for a period of time not to exceed three (3) days per year shall be granted with prior approval by the Department Head or Supervisor or in the case of dispatchers the Chief of Police and together with the reason therefore shall be recorded as directed by the Borough Clerk/Administrator.

Any employee desiring a leave of absence without pay will submit a request in writing to his/her Department Head or Supervisor or Chief of Police giving the following information:

1. The period for which the leave is desired
2. The reason for the leave
3. The specific date on which he/she will return to work and upon which he/she can expect to be terminated from his/her employment is he/she has not returned to work or obtained an extension of the original leave.

**ARTICLE XXIV**  
**RETIREMENT BENEFITS**

**Section 1.** All Borough employees enrolled in the New Jersey Public Employee's Retirement System of New Jersey shall be subject to the requirements and provisions of the respective plans.

**Section 2.** All employees' contributions to the plan shall be deducted from their salaries and remitted to the State in accordance with the provisions of State Law.

**Section 3.** Employees with a minimum of Five (5) years of service and who shall have accumulated sick leave upon retirement or separation for each full day of unused accumulated sick leave up to a maximum of three hundred days which is the equivalent of a maximum of one hundred and fifty (150) days pay.

**Section 4.** Said accumulated sick leave shall be paid to the employee in one lump sum on retirement from the Borough of Neptune City. Upon separation, other than retirement, said accumulated sick leave pay shall be given to the employee within 45 days notice of separation.

**RETIREMENT BENEFITS Cont.**

**Section 5.** In the event that an employee separates from employment with the Borough within a period of less than five (5) years of service, or his/her starting date, all the above mentioned accumulated sick leave benefits shall be NULL and VOID, unless that separation is a disability retirement.

**Section 6.** In the event of the employee's death prior to his/her separation, all the above accumulated sick leave shall be payable to the employee's designated beneficiary or estate.



**ARTICLE XXV**

**LAYOFF AND RECALL**

**Section 1.** Should it become necessary to layoff employees because of lack of work, budgetary limitations or discontinuance of a particular service the Borough shall resort to strict seniority.

Seniority shall be defined as total length of continuous service during which the employee has been employed by the Borough of Neptune City in the employee's Department.

**Section 2.** In the event of a layoff, there shall be a presumption that seniority shall prevail. The employee with the least seniority shall be the first laid off. Upon rehiring, the laid-off employee with the greatest seniority shall be the first rehired providing the laid off employee has the ability to perform the job functions.

**Section 3.** If the Borough determines that the procedure for laying off persons first with the least seniority and rehiring persons with the greatest seniority cannot be honored in the case of a particular employee because of the needs of the municipality, and the skills, or lack of skills of the person being laid off or rehired, the Borough shall notify the Union of its intentions and the reasons therefore. If the Union disagrees with the intended action of the Borough, it shall have the right to file a grievance pursuant to Article XVI within five (5)

days from the mailing of the Borough's Notice of Intended Action. Failure of the Union to file a grievance shall be determined a waiver thereof and the acceptance of the position of the Borough.

**Section 4.** The Borough when recalling laid off employees, shall contact the employee at the employee's last known address and the employee shall have two (2) work days to respond to such recall notice.

**Section 5.** The Borough agrees to give at least two (2) weeks notice whenever making permanent layoffs, to the Association and the affected members. Notices must be given in writing to the employees and the Association.

**Section 6.** If a laid off employee does not accept a recall offer from the Borough, said employee shall retain his/her position on the recall list for a period of two (2) years from the date of layoff.

**Section 7.** In the event of a layoff, those employees terminated by the Borough shall be entitled to two weeks of base salary and if entitled, longevity as severance pay.

**Section 8.** This article (XXV) does not apply to anyone fired for just cause.

**ARTICLE XXVI**

**COLLECTIVE NEGOTIATION PROCEDURE**

**Section 1.** One (1) employee from each department up to maximum of four (4) employees shall be excused from his/her normal work duties in order to attend collective negotiation sessions.

**Section 2.** Employees will not suffer any loss of regular straight time pay for attending collective negotiations sessions as noted in Section 1 above during their regularly scheduled straight time working hours.

**Section 3.** Any employee involved in collective negotiations shall be given a reasonable period of time to report to his/her normal job assignment after the conclusion of the negotiation session. The determination by the employee's supervisor of a reasonable amount of time shall include a sufficient amount of time for the employee to change into a uniform, if appropriate, and/or time for the employee to obtain a meal it is customary for the employee to have such a meal prior to reporting for duty.

**ARTICLE XXVII**

**ASSOCIATION FACILITIES**

The Borough agrees to make available to the Association one (1) file cabinet in order to store Association records only. The Borough agrees to make available one (1) Bulletin board for posting of Association Notices (to be positioned somewhere accessible to all Association Members).

**ARTICLE XXVIII**  
**ASSOCIATION RIGHTS**

**Section 1.** All association members shall be treated fairly and free from harassment from any Borough official or supervisor.

**Section 2.** The association shall be given three (3) days written notice of any disciplinary action or hearing before the Mayor and Council so that employees may have time to get proper legal counsel as provided by the Association or by his/her choice.

**Section 3.** No employee under this agreement may be fired, demoted, or suspended without pay, without a meeting before his/her Supervisor, Department Head or in the case of dispatchers, with the Chief of Police.

**Section 4.** The Borough of Neptune City shall furnish the Association any promotions, demotions, hirings, firings or layoffs shall be reported to the Association.

**Section 5.** Any job openings shall posted for a period of eight days prior to any selection for a job opening. Such notice must be dated and signed by the initiator with copies posted on the employees bulletin board.

**Section 6.** Any employees who is required to meet with a supervisor or representative of the Borough on a matter which may lead to disciplinary action, shall be notified in advance of the purpose of the meeting and his/her right to have representation at said meeting.

**ARTICLE XXVIX**

**SEPARABILITY AND SAVINGS**

**Section 1.** Each and every clause of the Agreement shall be deemed separable from each and every other clause of this Agreement.

**Section 2.** It is understood and agreed that if any provision of this Agreement or the application of the 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.

**Section 3.** If any such provisions are so held to be invalid, the Borough of Neptune City and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXX**

**DURATION**

**Section 1.** This Agreement shall become effective on January 1, 1993 and shall terminate on December 31, 1995.

**Section 2.** Either party shall have the right to request renegotiation of this Agreement in accordance with the then existing rules of the Public Employees Relations Commission.



If neither party exercises its right set forth herein to renegotiate this Agreement, said Agreement shall remain in full force and effect thereafter from year to year until terminated by either party in accordance with the provision of this Article.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10<sup>th</sup> day of October 1995.

ATTEST:

Joel Poppe  
BOROUGH CLERK

THE BOROUGH OF NEPTUNE CITY  
COUNTY OF MONMOUTH, NEW JERSEY

BY: John J. Reeves

BY: Joseph F. Fuda

BY: \_\_\_\_\_

ATTEST:

NEPTUNE CITY EMPLOYEES ASSOCIATION

BY: Anthony J. Bruno

BY: Robert Lepore Jr.

BY: Carol Stone