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09-07

THIS GENERAL AGREEMENT made and entered into on this
day of _____, 1974, by and between the Town
of Kearny, a municipality in the County of Hudson, State of New
Jersey, hereinafter referred to as the "Employer" and CIVIL
SERVICE COUNCIL NO. 11, hereinafter referred to as the "Union".

WHEREAS, the parties hereto have carried on collective
bargaining negotiations for the purpose of developing and
concluding a general agreement covering wages, hours of work
and other conditions of employment;

NOW THEREFORE, in consideration of these premises and
mutual agreements herein contained, the parties hereto agree
with each other with respect to the employees of the Employer
recognized as being represented by the Union as follows:

74-75

LIBRARY
Institute of Management and
Labor Relations

NOV 10 1976

RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I Section 2 herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all employees of the Town of Kearny other than department heads and assistant department heads and excluding police and firemen. Also excluded from the bargaining unit are elected officials and members of boards.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

Section 5. This agreement shall be effective for the years commencing January 1, 1974 and ending December 31, 1975.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III
CONDUCTING UNION BUSINESS
ON EMPLOYER'S TIME

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty employees to bring a department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two members of such Committee shall be permitted to attend such meetings without loss of pay each for a period of three meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National convention of the New Jersey Civil Service Employees Association provided that the number of delegates does not exceed in the aggregate one delegate for the first 50 employees or fraction thereof and one additional delegate for each additional 50 employees or fraction thereof. No more than one delegate shall be selected from a Department with the exception of the Street Department from which there shall be no more than three delegates selected. The above-mentioned limitations are exclusive of the President of the Union and the members of the State Board of Trustees.

Provided further that such time off granted each delegate will not detrimentally affect the proficiency and effectiveness of the Department.

ARTICLE IV
DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or national origin.

ARTICLE V
PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. Employees shall be entitled to sick leave with pay during periods of disability due to illness, injury, or recuperation therefrom for periods as hereinafter set forth.

Section 2. During the first calendar year of service after permanent employment, each employee shall be entitled to one working day of sick leave for each month of service.

Section 3. For each subsequent calendar year of employment ; i.e., from January 1st to December 31st of each year, each employee shall be entitled to 16 working days of sick leave for each year.

Section 4. Unused sick leave shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section 5. In the event of an absence due to injury or illness as a result of or arising from employment, employees shall be entitled to temporary disability at the statutory rate without utilizing accumulated sick leave; provided, however, for any such injury, the employee shall be entitled to full pay for the first four weeks of such absence without charge against accumulated sick leave.

Section 6. Each employee shall be entitled upon death or retirement from employment with the Town of Kearny, for payment for unused accumulated sick leave, up to a maximum of (60) sixty days, at the prevailing wage rate in effect at the time of said death or retirement, provided such payment is legal under the laws of the State of New Jersey.

Section 7. No employee shall suffer the loss of any vacation time or sick leave by reason of same falling during any probationary period, provided that said employee passes the probationary period and is made a permanent employee. Any sick time or vacation time taken by an employee who is subsequently made permanent shall be debited to that employee in accordance with the terms of this contract governing vacations and sick leave.

ARTICLE VII
WAGES

Section 1. The salary schedule set forth in Schedule A attached hereto and made a part hereof shall be effective for the period commencing January 1, 1974 and ending December 31, 1974 and salaries shall be paid in accordance therewith.

Section 2. The salary schedule set forth in Schedule B attached hereto and made a part hereof shall be effective for the period commencing January 1, 1975 and ending December 31, 1975.

Section 3. In addition to all benefits conferred by the within agreement, employees working shift work at the Sewage Treatment Plant shall be paid the following pay which shall constitute the "Sewage Treatment Plant Shift Differential"

(a) 2:00 p.m. to 10:00 p.m. shift-----2%

(b) 10:00 p.m. to 6:00 p.m. shift-----3%

ARTICLE VII A
EDUCATION BENEFITS

The Employer agrees to pay the cost of Education benefits for educational courses taken by employees which constitute a benefit to and which are directly related to his employment activities, subject however to the following limitations.

- (a) Courses taken must be at an accredited college or University.
- (b) Payment will be made to a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the employee at the rate of Twenty percent (20%) per year of said reimbursable costs as hereinabove defined.
- (e) The employer shall deduct from said reimbursable costs, any Federal grant-in-aid funds that may have been received by the employee but Federal grant-in-aid funds shall not include Veteran's benefits.

ARTICLE VIII
HOURS

Section 1. Except as modified by Article IX Section 5A & 5B, the work week shall consist of five consecutive work days from Monday through Friday or as currently constituted as to shift work.

Section 2. The work day shall consist of eight hours or as currently constituted.

Section 3. None of the foregoing hours or days shall be changed except as agreed upon by the parties.

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this agreement for hours worked in excess of the regular work day, consisting of eight hours or as currently constituted, except as hereinafter set forth and only when such working of overtime is authorized by the department head or assistant department head.

Section 2. In the event an employee is required to work more than ten (10) consecutive hours overtime after having worked his regular eight hour work day, he shall be paid for the said ten (10) hours at the rate of time and one-half as set forth above. However, if the said employee is required to work more than eighteen hours consecutively he shall be paid for all or any part of the next six (6) hours at the rate of double time for such hours. In no case shall an employee be required to work more than twenty-four (24) consecutive hours. When an employee has worked for a consecutive twenty-four (24) hour period, he shall be excused from work on his next regular work day without loss of pay for that day.

Section 3. Work performed on Saturday or Sunday or on the 6th and/or 7th consecutive day of the work week shall be paid at time and one-half.

Section 4. Time and one-half shall be paid for all holiday work in addition to holiday pay.

Section 5. Employees recalled to duty on a weekday at time other than during their regular tours of duty shall be paid a minimum of three (3) hours pay irrespective of time actually worked at the applicable overtime rate of pay set forth in this Agreement. Employees called to duty on Saturday or Sunday, or the sixth and seventh consecutive work day in the case of sewage treatment plant employees, shall be paid a minimum of four (4) hours pay irrespective of time actually worked at the applicable overtime rate of pay set forth herein.

5A Library employees working on Saturday or Sunday shall be paid at the prevailing overtime rate as same is defined

in this contract.

5B Employees working on Tuesday evenings, either in the Town Hall, or in the Kearny Board of Health, shall be paid at the prevailing overtime rate, as same is defined in this contract.

Section 6. Overtime shall be allocated and granted on a departmental seniority basis where possible. Departmental job grade seniority lists shall be maintained by the Employer and copies of same shall be provided to the Union. The Employer shall revolve the list in granting overtime.

Section 7. Compensation for such overtime shall be at time and one-half of the employee's normal hourly rate of pay except as hereinabove set forth.

Section 8. Payment for overtime work shall be made within two pay periods after such overtime work is performed.

ARTICLE X
VACATION

Section 1. Commencing January 1, 1974, all permanent and probationary employees covered by this agreement shall be granted vacations in accordance with the following schedule:

(a) Newly appointed employees shall receive one working day's vacation for each month of service during the first calendar year of employment.

(b) Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive (14) fourteen working days vacation.

(c) Beginning with the sixth calendar year and through the tenth calendar year of employment, employees shall receive (17) seventeen working days vacation.

(d) Beginning with the eleventh calendar year of employment, and through the fourteenth calendar year of employment, employees shall receive (21) twenty one working days vacation.

(e) Beginning with the fifteenth calendar year of employment, employees shall receive twenty-five working days vacation during that year and during each year of employment thereafter.

(f) The term calendar year as used herein shall mean that with the exception of newly appointed employees, who shall receive vacation days as outlined in clause (a) above, each employee's vacation increment shall become effective on January 1, of the year in which his anniversary date falls.

Section 2. In order not to interfere with the proper and efficient operations of the employer, it is agreed that the scheduling of vacations must be left to the discretion of the employer, but such discretion shall not be arbitrarily exercised and seniority shall be a governing factor.

Section 3. An employee's vacation pay shall be the same amount he would have received had he worked his regular schedule.

Section 4. Vacation periods for employees as computed in accordance with Section 1 above shall commence on the first day of the employee's normal work week and continue until the vacation entitlement period is exhausted unless the parties hereto agree otherwise; provided, however, for that portion of any vacation period that exceeds two weeks, the Department Head may exercise his discretion as to whether that portion of the employee's vacation entitlement should be given consecutively with the first two weeks, but in any event shall attempt to give that excess portion of the employee's vacation period in full weeks where possible and proper.

ARTICLE XI
DEATH IN FAMILY

Section 1. The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed four calendar days beginning with the date of death of a spouse, child, mother, father, brother, sister, mother-in-law or father-in-law, grandparents of the employee or spouse, or any member of the employee's household.

ARTICLE XII
HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement:

New Year's Day
Lincoln's Birthday
Third Monday in February, known as Washington's Birthday
Good Friday
Last Monday in May, known as Memorial day
July 4th (Independence Day)
First Monday in September, known as Labor Day
Second Monday in October, known as Columbus Day
— Fourth Monday in October, known as Veteran's Day—
Election Day (General)
Fourth Thursday in November, known as Thanksgiving Day
Christmas Day

Section 2. Employees shall receive pay for all said holidays regardless of the day upon which said holiday falls so that holidays falling on Saturday will be celebrated on Friday, and all holidays falling on Sunday will be celebrated on the following Monday.

Section 3. All clerical employees, (i.e., all employees not receiving clothing allowance and whose job titles as listed in Schedules A and B annexed are notated "C", as hereinafter set forth) shall receive the day after Thanksgiving as a holiday with pay, plus two additional holidays to be designated by the Mayor.

ARTICLE XIII
HOSPITAL AND MEDICAL LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this Agreement, full Blue Cross and Blue Shield coverage, including Rider "J" benefits and major medical insurance for a period of five (5) years after retirement, provided, however, that during such five (5) year period the retired employee is not otherwise covered for such insurance by another employer or is not covered by Medicare.

Section 3. The Employer agrees to provide, at no expense to the employees, a Five Thousand Dollar (\$5,000.00) Life Insurance Policy for all employees covered by this Agreement.

Section 4. The Employer agrees to pay full cost of Medicare premiums and charges as authorized by Chapter 111 of Public Laws of 1973 and as required by Resolution of the Council passed on May 22, 1974.

ARTICLE XIV
INSURANCE & AUTOMOBILE COSTS

Section 1. The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by this Agreement during the performance of their duties.

Section 2. The Employer agrees to pay the sum of (\$25.00) Twenty Five dollars per month to those employees who are required by their superiors to use their private automobiles to carry on their regularly assigned duties.

Section 3. The Employer agrees to provide collision coverage either through a separately obtained Insurance policy or by acting as a self-insurer in an amount not to exceed(\$2,500.00) Twenty Five Hundred Dollars which shall be used to indemnify employees covered by section 2 hereof for property damage provided:

(a) The said employee is not the sole cause of the accident.

(b) The said employee was not at the time of the accident, under the influence of narcotics, or alcohol.

(c) The said employee was specifically authorized to use his vehicle by his superior, to carry on his regularly assigned duties.

ARTICLE XVI
PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XX
ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own.

ARTICLE XXI
RETROACTIVITY

All agreements made herein relative to wages, hours and conditions of employment or otherwise as agreed upon subsequent to January 1, 1974, shall be retroactive to January 1, 1974.

ARTICLE XXII
LONGEVITY

Section 1. Effective January 1, 1974, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article VII herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 3. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls and such increment shall be due and payable on the 1st day of January of the calendar year in which his anniversary date falls and thereafter on January 1st of each successive year.

ARTICLE XXIII
MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this Agreement, is vested in and retained by the Employer, exclusively.

ARTICLE XXIV
CLOTHING ALLOWANCE

Section 1. A clothing allowance in the amount of Fifty Dollars (\$50.00) shall be paid for the year 1974 only by the Employer to all non-clerical employees covered by this Agreement and public health nurses whose job title in Schedules A and B annexed are notated with the designation "N.C.".

Section 2. A clothing allowance in the amount of Two Hundred Dollars (\$200.00) shall be paid for the year 1974 by the Employer to all non-clerical employees covered by this Agreement and public health nurses whose job titles in Schedules A and B annexed are notated with the designation "N.C.".

Section 3. A clothing allowance in the amount of Two Hundred Dollars (\$200.00) shall be paid for the year 1975 by the Employer to all non-clerical employees covered by this Agreement and public health nurses whose job titles in Schedules A & B annexed are notated with the designation "N.C.".

ARTICLE XXV
PERSONAL DAYS

Section 1. Commencing January 1, 1974, all employees covered by this agreement shall be entitled to three (3) days off as personal days off for personal business.

Section 2. Such personal days shall be non-cumulative from year to year and must be taken within each calendar year. The choice of days shall be subject to the approval of the department head but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given, where possible, at least 24 hours in advance of the commencement of the work day or days sought as personal business days. If such 24 hour notice cannot be given, maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

ARTICLE XXVI
HAZARDOUS WORK

Section 1. The Employer agrees that in any case where work is required to be performed during hours other than regular work day hours and where such work may constitute a safety hazard to an employee, such work shall only be performed by two or more employees working together.

Section 2. In determining whether such work constitutes a safety hazard, as referred to above, the following factors shall be considered by the department head, or in his absence, his designee or assistant, prior to requiring work to be performed during other than regular work day hours:

- (a) The hour of the day or night that such work is to be performed;
- (b) The existence of traffic hazards;
- (c) The location where the work is to be performed;
- (d) The physical effort required to perform such work;
- (e) Weather conditions;
- and (f) Any other factors deemed pertinent by the department head or his delegate.

Section 3. The decision to assign two or more employees in the case of safety hazards, shall be made by the department head, his designee or assistant .

ARTICLE XXVII
LEAVES OF ABSENCE

The Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion but such grant of leave shall not be discriminatorily, unreasonably or unjustifiably refused or denied.

ARTICLE XXVIII
JURY DUTY

In the event an employee covered under this Agreement is called to jury duty by any Court, the Employer shall pay said employee his full, regular base weekly wage for the entire period of the jury duty without deduction for juror's compensation.

ARTICLE XXIX

SCHEDULE FOR PAYMENT
OF CERTAIN BENEFITS

The Employer shall pay certain of the contractual benefits required under this agreement in accordance with the following schedule:

(a) Clothing allowance shall be paid in full on January 1st of each year.

(b) Longevity increments shall be paid on the first day of January of each year.

(c) Retroactive payment of all fiscal benefits provided for under this agreement for the year 1974, including but not limited to wages, minimum pay, overtime pay and the benefits scheduled for payment under this article, shall be paid as soon as reasonably possible after execution of this agreement, but no later than December 31, 1974.

ARTICLE XXX
DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1974 to and including the 31st day of December, 1975.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this day of , 1974.

SEAL
ATTEST:

TOWN OF KEARNY

STEWART AITKEN

BY: _____
DAVID C. ROWLANDS, Mayor

SEAL
ATTEST:

CIVIL SERVICE COUNCIL #11

Secretary

BY: _____
EDWARD TINTLE, President