

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, 2005 – DECEMBER 31, 2007

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THIS AGREEMENT effective as of the first day of January 2005 by and between THE BOROUGH OF KEYPORT, NEW JERSEY a Municipal Corporation of the State of New Jersey, hereinafter referred to as "BOROUGH" and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68A, 68B, AFL-CIO, 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 Department of Personnel 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 9:00 AM to 4:30 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.

During the summer months, employees will have the option to work 8:30 AM to 4:00 PM. Summer months shall be from May 15th through September 30th.

ARTICLE 10 - HOSPITALIZATION AND DENTAL PLANS

A. The Borough shall continue to provide the current health and dental coverage to all bargaining unit employees and their dependents.

The Borough may at its option 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.

Subject to "B" below, in the event that the Borough plans to make a change in the existing health and 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 plans, the Union may grieve this matter at Step #3 of the grievance procedure.

- B. Effective January 1, 2006 all employees enrolled in the health insurance plan offered by the Borough of Keyport shall be responsible for making a payment of ten dollars (\$10.00) per pay period, by payroll deduction, towards the cost of that health insurance. If the Borough of Keyport decides to enter into the New Jersey State Health Plan the employees will not be required to make any payment towards the cost of that health insurance plan.
- C. 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.
- D. In addition to the Vision Benefit provided in the Borough of Keyport Health Benefit Plan, the Borough shall provide up to a maximum of \$100.00 per year for a reimbursement for prescription glasses for employees only. Proof of service and a voucher shall be submitted.

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.

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 roving calendar, shall receive two (2) incentive days.

ARTICLE 15 - SICK DAY BUY BACK

Effective January 1, 2007, all bargaining unit employees shall have the option of a yearly buy back of seven (7) 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.

SECTION 16 - PERSONAL DAYS:

All current bargaining unit employees shall be entitled to six (6) personal days per year with full pay.

- A Effective upon the signing of the contract, Annette Kovacs shall be eligible to receive six (6) personal days per year.
- B Effective upon the signing of the contract (1996-1998) all new employees hired into the bargaining unit shall receive the following personal day benefit. (Any current Borough employees 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

SECTION 17 - HOLIDAYS

All bargaining unit employees shall receive fifteen (15) holidays per year, which shall include the twelve (12) legal holidays listed in the Borough General Ordinance, Martin Luther King Day, and the Day after Thanksgiving, and Christmas Eve.

All bargaining unit employees who work on one of the twelve (12) legal holidays, Martin Luther King Day, or the Day after Thanksgiving, 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.

ARTICLE 18 - VACATION

All current bargaining unit employees 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

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.

All bargaining unit employees shall have the option of carrying over all unused vacation time into the following year, with the approval of the business administrator.

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.

SECTION 20 - FAMILY ILLNESS 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.

SECTION 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, 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.

Effective January 1, 2002, bargaining unit members will receive an additional one (1) day's leave with pay for the death of a member's spouse or child.

SECTION 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 mileage at the rate of \$0.25 per mile. Payment shall be made within three (3) pay periods from the date submitted. If the employee requests to attend any seminar, class, or training that has not been requested by the Borough, the employee must obtain a passing grade (if given) in order to be reimbursed.

Effective January 1, 2003 there will be 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.

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 thirty (30) 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

- A. Effective and retroactive to January 1, 2005, all bargaining unit employees shall receive a four percent (4%) wage increase to their base salary.
- B. Effective and retroactive to January 1, 2006, all bargaining unit employees shall receive a four percent (4%) wage increase to their base salary.
- C. Effective January 1, 2007, all bargaining unit employees shall receive a four percent (4%) wage increase to their base salary.

ARTICLE 28 - LONGEVITY

Effective January 1, 1993, all eligible employees shall receive the following longevity payments:

<u>Yrs of Service</u>	<u>Longevity %</u>
5 to 10 Years	1%
10 to 15 Years	2%

15 to 20 Years	4%
20 to 25 Years	5%
25 Years	6%

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 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. Longevity shall be added to the employee's hourly pay rate.

ARTICLE 29 - ON-CALL STIPEND

Effective and retroactive to January 1, 2002, the Borough shall pay a \$450.00 yearly stipend to bargaining unit employees who are on-call for the Borough during the year.

Effective January 1, 2004, the stipend will increase to \$475.00.

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.

ARTICLE 38 - BREAK PERIODS

All bargaining unit employees shall be entitled to a morning and an afternoon break period.

ARTICLE 39 - WORKING AT A HIGHER JOB CLASSIFICATION

Effective January 1, 1996, 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 the signing of the new contract 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

Permit fees will be waived within the Borough for bargaining unit employees. Waived permit fees shall be consistent with those currently enjoyed by First Aid, Fire Borough, Municipal Board.

ARTICLE 42 - 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 43 - DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st Day of January 1, 2005 and shall terminate at midnight on December 31, 2007.

IN WITNESS WHEREOF, we have appended our signatures and affixed our Seals
this 26/07 day of

BOROUGH OF KEYPORT

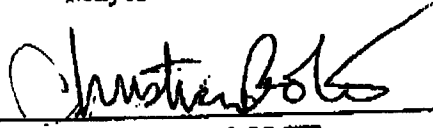
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO**



ROBERT BERGEN
Mayor



THOMAS P. GIBLIN
Business Manager



CHRISTIN BOLTE
Councilwoman



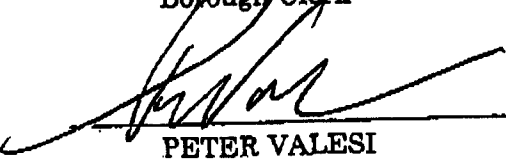
DENNIS J. GIBLIN
President



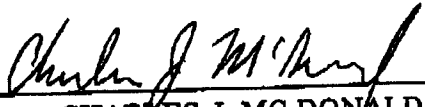
ALISON CINQUEGRANA
Borough Clerk



MICHAEL V. GANN
Recording Secretary/



PETER VALESI
Borough Administrator



CHARLES J. MC DONALD
Business Representative/

APPENDIX A

1/1/99 to 12/1/99

Registrar

Sr. Account Clerk

Sr. Clerk/Typist

Clerk/Typist

Tax Clerk

Principal Clerk/Stenographer

Account Clerk

APPENDIX A

Effective 12/1/99

Sr. Account Clerk

Senior Permit Clerk/Typing

Police Records Clerk

Registrar of Vital Statistics/Secretary to the Board of Health

Administrative Secretary