

3-0525 STORAGE

Monmouth

13-30

THREE YEAR AGREEMENT

BETWEEN

THE

BOROUGH OF MATAWAN, Borough of

AND

LOCAL UNION #400, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

(Blue-collar Employees)

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X - January 1, 1981 - December 31, 1983

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THIS AGREEMENT made this            day of            , 1981

BY AND BETWEEN:

THE BOROUGH OF MATAWAN, a municipality in the  
County of Monmouth, State of New Jersey,  
hereinafter called the "Employer",

AND:

LOCAL UNION #400, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, hereinafter called the "Union",

W I T N E S S E T H:

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

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section I:

This Agreement shall take effect January 1, 1981  
and shall remain in effect until December 31, 1983, unless  
otherwise specifically provided for herein. It shall continue

in effect from year to year thereafter, from January 1, through December 31 of each year, unless changed or terminated in the way later provided herein.

Section II:

(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.

Section III:

The Employer hereby authorizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section IV herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section IV:

The bargaining unit shall consist of all blue collar permanent employees of the Borough of Matawan, excluding managerial executives, professional employees, craft employees, supervisors within the meaning of the New Jersey Employer-Employees Relations Act, policemen, white collar employees, confidentials and crossing guards.

The parties recognize that there may be disputes concerning certain titles being included or excluded from the bargaining unit. Neither party waives or restricts its right to seek and obtain a clarification from the Public Employment Relations Commission (PERC) of said titles.

Section V:

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

Section VI:

This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section I:

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 each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section II:

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

ARTICLE III

DUES CHECK-OFF

1. It is agreed pursuant to the "New Jersey Employer-Employee Relation Act" as amended, that all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

2. The Borough shall deduct employees' Union dues or representation fee based on Chapter 233 Laws of 1969 from employees' salary authorizing the same in writing under the following conditions:

A. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.

B. The amount of monthly dues will be certified in writing by the Union and the amount shall be uniform for all members.

C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. They shall be deducted when pay is sufficient, in any payroll week, or payment of dues may be made by personal check to the Union if pay is not sufficient.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made.

E. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization on file with the Borough.

#### ARTICLE IV

##### CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

###### Section I:

The Employer shall permit members of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with Grievance Procedure set forth herein. The Grievance Committee will be granted reasonable time to a limit of one (1) hour during duty hours without loss of pay and with prior approval of his department head or designee, and providing the conduct of said business shall not diminish the effectiveness of their department or require the recall of any other employees to bring that department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing.

###### Section II:

The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

ARTICLE V  
DISCRIMINATION AND COERCION

Section I:

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, sex, national origin or political affiliation.

Section II.

Where the word "he" is used in this Agreement, it shall mean both sexes.

ARTICLE VI  
GRIEVANCE PROCEDURE

Section I:

A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or

A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the Department.

Section II:

If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.



## GRIEVANCE STEPS

### Section III:

Step 1. The Business Agent of the Union or his duly authorized and designated representative shall present in writing the grievance or grievances to the department head or his designee. The department head or his designee shall answer the grievance in writing within three (3) working days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance in writing to the Borough Council within five (5) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Borough Council shall answer the grievance in writing within twenty-one (21) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance has not been settled by the parties at Step 2 of the grievance procedure or if no answer in writing by the Mayor and the Borough Council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance within thirty (30) days as set forth in Article VII, entitled, Arbitration, hereinafter set forth.

### Section IV:

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE VII

ARBITRATION

Section I:

If a grievance is not settled under Article VI, such grievance shall, at the request of the Union or the Employer, be referred to the State Board of Mediation for selection of an Arbitrator according to its rules.

Section II:

All submissions to arbitration must be made within thirty (30) days.

Section III:

The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be advisory consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The Arbitrator shall have no authority to prescribe

a monetary award as a penalty for a violation of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

## ARTICLE VIII

### HOURS OF WORK - SHIFTS

#### Section I:

The normal work day for all employees shall be eight (8) hours work between the hours of 7:00 a.m. and 3:00 p.m., with thirty (30) minutes for lunch period between 12:00 noon and 1 p.m. shall constitute the work day, five (5) such days, Monday through Friday, shall constitute the forty (40) hour work week.

All work performed outside of the state hours and the first eight hours on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and holidays as prescribed in Article X; or days celebrated as such shall be paid at double the straight time rate.

#### Section II:

If it becomes necessary to work an additional shift, outside the regular hours, Monday through Friday, the first eight

hours of each of the five days shall be at straight time rate. Any work performed outside of these hours shall be paid at the overtime rate. An additional shift shall consist of five consecutive days, at eight hours per day.

Section III:

A lunch period of thirty (30) minutes shall be allowed, during the eight hour work day.

Section IV:

All overtime work required after the completion of regular shift shall be paid at one and one-half (1-½) times the "shift" hourly rate, or as prescribed in Article IX.

Section V:

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

ARTICLE IX

OVERTIME

Section I:

An employee shall be entitled to overtime at the rate of one and one-half (1-½) times his regular hourly rate only after said employee has worked forty (40) hours in any given work week. Vacation and holidays are to be considered as time worked in the above matter.

Section II:

No employee shall work in excess of their prescribed

work day unless said overtime is authorized by his department head or designee. Overtime will be distributed equally among the members covered by this Agreement and all overtime will be distributed by the Shop Steward.

Section III:

Any work performed in excess of eight hours on Saturday shall be at the rate of double time. Sundays and holidays shall be paid at the rate of double time. These overtime rates shall apply to any work performed outside the regular scheduled shift.

Section IV:

In the event that an employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed for a minimum of four (4) hours.

Section V:

Where possible and except in the case of emergency, a two (2) hour notification period should be given to an employee prior to his working overtime.

Section VI:

The foregoing shall be subject, however, to any State or Federal Law or Regulation which may now or in the future be enacted to the contrary.

Section VII:

Employees covered by this Agreement shall be entitled to a meal, paid for by the Borough of Matawan, when they work ten (10) continuous hours through two meals. Employees shall submit a voucher and a copy of the bill as proof of payment.

ARTICLE X

HOLIDAY - PERSONAL LEAVE

Section I:

Each employee covered by this Agreement shall receive the following holidays:

One-half day New Year's Eve	Thanksgiving Day
New Year's Day	The day after Thanksgiving Day
Memorial Day	One-half day Christmas Eve
Fourth of July	Christmas Day
Labor Day	Washington's Birthday
Election Day	Good Friday
Veteran's Day	Columbus Day

Section II:

The above mentioned holidays shall be included in the employee's regular pay period.

Section III:

Employees covered by this Agreement shall be entitled to personal leave of four (4) days each year for 1981, 1982, and 1983.

ARTICLE XI

JURY DUTY

Section I:

Any employee who is absent from work because of jury duty or appearing as a witness on behalf of the Borough, upon proper evidence of same being presented to the Borough Committee, shall receive full pay.

However, all jury pay received shall be turned over to the Borough.

ARTICLE XII

BEREAVEMENT LEAVE

Each employee shall be granted three (3) days leave with pay upon death of a member of his immediate family. Immediate family shall be defined as father, mother, sister, brother, husband, wife, daughter, son, father-in-law, mother-in-law, or relative living under the same roof. Employees may be granted one day off with pay to attend the funeral of any other relative as approved by the Commissioner.

ARTICLE XIII

VACATIONS

Section I:

Each employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as vacation with pay at his regular rate of pay.

<u>LENGHT OF EMPLOYMENT</u>	<u>VACATION TIME</u>
One to five years	2 weeks
Five to ten years	3 weeks
Ten to Fifteen years	4 weeks
Fifteen to twenty years	5 weeks
Twenty years and over	6 weeks

Section II:

Eligibility for vacation shall be computed as of the first day of the month in which the individual employee was hired. Vacation time shall not be cumulative from year to year. However, the Borough recognizes a need might arise for an

individual to carry over a given amount of vacation time from one year to the next. The Employer shall grant any individual employee an opportunity to appear before the Borough Council with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Borough Council reserves the right to either approve or deny the request based solely upon the Council's discretion. However, no employee shall lose vacation time by virtue of being required to work during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

#### ARTICLE XIV

##### SICK LEAVE

###### Section I:

Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

###### Section II:

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment he will be granted one (1) day for each month of complete service of full-time employment. From the beginning of employee's second year of employment he will be granted fifteen (15) days of sick leave per year. All unused sick leave shall be cumulative from year to year, not to exceed twenty-six (26) days.



Section III:

(a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.

(b) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause of disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation.

Section IV:

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The employee's department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(c) The department head may require an employee who has been absent because of personal illness, as a condition of his

return to duty, to be examined, at the expense of the Borough of Matawan, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.

(d) Abuse of sick leave shall be cause for disciplinary action.

#### ARTICLE XV

##### INSURANCE

###### Section I:

The Borough shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Borough employment.

###### Section II:

Benefits shall remain the same as the existing State plan 750 Series, unless changed by referendum of the Borough.

###### Section III:

The Employer shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

#### ARTICLE XVI

##### RETIREMENT BENEFIT

###### Section I:

It is agreed that, at the time of retirement, the Borough will purchase back all accumulated unused sick days of any employee covered by this Agreement.

Section II:

Retirement benefits shall remain the same as the existing State plan.

Section III:

For the purpose of this Article, Retirement shall mean separation from service with the Borough for other than disciplinary reasons, either having reached the required years of service or having reached the required age in accordance with the Public Employees Retirement System.

ARTICLE XVII

UNIFORM ALLOWANCE

Section I:

Every employee covered by this Agreement shall receive a clothing allowance of \$400. for 1981, \$450. for 1982 and \$500. for 1983...

Section II:

All blue collar employees shall be required to wear their uniforms while on duty.

ARTICLE XVIII

SALARIES

Section I:

The two employees at the Second Grade Step will be advanced to \$11,500.00 for 1981, with additional increases of \$1,200. for 1982 and \$1,200. for 1983.

Section II:

All other employees covered by this Agreement shall receive increases of \$1,200. for 1981, \$1,200. for 1982 and \$1,200. for 1983.

ARTICLE XIX

LONGEVITY

Section I:

Each employee covered by this Agreement shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Borough of Matawan in the sum of two and one-half (2½%) percent. Example: 5 years - 2½%; 10 years - 5%; 15 years - 7½%; 20 years - 10%.

Section II:

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XX

EMPLOYEE RIGHTS

Section I:

Any employee shall have the right to have a Union repre-

sentative accompany him in all disciplinary procedures filed against him by his department head or the Borough.

Section II:

All disciplinary proceedings filed against any employee by his department or the Borough shall only be for just cause and in accordance with R.S. Title Two (Civil Service). No notices of this action shall be made or posted publicly.

Section III:

All employees shall have the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by legislation, is considered to be of a confidential nature and not to be released by the Employer.

Section IV:

An employee shall be provided with a copy of a specific rule or regulation of his department or the Borough.

ARTICLE XXI

MANAGEMENT RIGHTS

Section I:

The Borough maintains the exclusive right to direct the work force of employees based on seniority and the operations of the various departments. This shall include, but not be limited to:

- (a) Direction and operation generally;
- (b) Machinery, tools and equipment to be used;
- (c) Shift schedules;
- (d) Hours of work (within the Agreements contained herein)
- (e) Hire, promotions, discharge, demotions, and disciplinary action against employees, all in accordance with Title Two (Civil Service);
- (f) Making, drafting and enforcing rules and regulations governing the same and safety of its employees.

Section II:

1. The Borough may establish and enforce reasonable rules which do not conflict with this Agreement and regulations for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the employees' Union and shall be posted on various bulletin boards.

2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's 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 the employee's Union may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth previously in this Agreement.

ARTICLE XXII

MISCELLANEOUS

Section I: BULLETIN BOARD

Two (2) bulletin boards will be made available to employee's Union for the purpose of posting employee Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the employee's Union and of general employee's Union activities. Union members shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

Section II:

Any employee covered by this Agreement, who pursues a course to better their education for the benefit of the Borough of Matawan, as approved by the Borough Council, shall be fully reimbursed all his costs upon satisfactory completion of such course..

ARTICLE XXIII

FURTHER NEGOTIATIONS

Section I:

during the month of October, 1983, at the request of either party a meeting may be called at a mutually agreed time and place for the purpose of effecting, if possible, a new or continuation

of the within Agreement, commencing the first day of January, 1984.

ARTICLE XXIV

SAVINGS CLAUSE

Section I:

Should any provision or application of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall hereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this            day of            , 1981.

BOROUGH OF MATAWAN

Attest:

Madeline J. Russo  
Clerk

By: Victor R. Pinellera  
Mayor

LOCAL UNION #400, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS  
BOROUGH OF MATAWAN

Attest:

\_\_\_\_\_

By: Frank L. Van Dusen  
Business Agent

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