

Clerical  
2336

RESOLUTION  
130-94

AUTHORIZING EXECUTION OF CONTRACT  
BETWEEN THE  
BOROUGH OF KEYPORT  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS

WHEREAS, there have been negotiations between the Borough of Keyport and the International Union of Operating Engineers (Clerical Employees) for a proposed contract for the period of January 1, 1993 through December 31, 1995; and

WHEREAS, the Borough of Keyport and the International Union of Operating Engineers have reached an agreement as to the terms of said contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Keyport, County of Monmouth, State of New Jersey, that the contract between the Borough of Keyport and the International Union of Operating Engineers, all as attached hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and hereby are authorized to execute said contract on behalf of the Borough of Keyport, same having been ratified and signed by the International Union of Operating Engineers.

Offered by:	Mr. Hammond			
Seconded by:	Mrs. Atkins			
Roll Call Vote:	A	N	AB	AS
Pedersen	x			
Graham	x			
Atkins	x			
Cerese			x	
Bergen	x			
Hammond	x			
Mayor Meria				
AB-Absent AS-Abstain				

I, Judith L. Poling, do hereby certify this to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at a meeting held on March 19, 1994

*Judith L. Poling*  
Judith L. Poling, RMC  
Borough Clerk

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE BOROUGH OF KEYPORT**

**and**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 68-68A-68B, AFL-CIO**

THIS AGREEMENT effective as of the first day of January 1993 by and between THE BOROUGH OF KEYPORT, NEW JERSEY a Municipal Corporation of the State of New Jersey , hereinafter referred to as "BOROUGH" and Local 68, International Union of Operating Engineers, 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 I - 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 II - 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 III - JOB OPENINGS AND POSTING**

All bargaining unit job openings shall be posted in all bargaining unit shops and offices. The job posting 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 IV - SENIORITY**

Seniority shall be defined as the length of continual service with the Borough within the bargaining unit from the employees date of hire as a full-time employee.

### **ARTICLE V - 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 VI - 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 total monthly

union dues amount so deducted shall be forwarded each month to the union, no later than the 15th of the following month.

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.

**ARTICLE VII - AGENCY SHOP CLAUSE**

- A. The Unions 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 employer 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 employer in connection with this article based upon information furnished by the union or its representative.

#### **ARTICLE VIII - 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 IX - 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 employees to use the Council Chambers to eat their lunch.

During the summer months, employees will have the option to work 8:30 AM to 4:00 PM.

#### **ARTICLE X - 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.

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 upon the signing of the contract, the employees shall pay four dollars (\$4.00) per pay period towards the cost of their health insurance.

Effective January 1, 1995, the employees shall pay five dollars (\$5.00) per pay period towards the cost of their health insurance.

- 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.

The Borough and the union would agree to meet to discuss these changes for possible negotiations.

#### **ARTICLE XI - 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 XII - DISABILITY INSURANCE**

The Borough of Keyport shall continue to provide the disability benefit coverage currently provided to all bargaining unit employees which shall continue to include the payment of the employees full salary and benefits. Any disability insurance payment made to the employee shall immediately be signed over to the Borough in consideration of payment of full salary and benefits.

### **ARTICLE XIII - 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.

### **ARTICLE XIV - 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 one-half (50%) of the earned unused accumulated sick days up to a maximum of \$12,500.

### **ARTICLE XV - SICK DAY BUY BACK**

Effective January 1, 1993, all bargaining unit employees shall have the option of a yearly buy back of five (5) 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 agreement shall be required to have seventy-five (75) sick days in the bank to qualify for the buy back benefit.

### **SECTION XVI - PERSONAL DAYS:**

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

All employees hired into the bargaining unit after the signing of this agreement will receive the following personal days:

1st year	3 personal days per year
2nd year	4 personal days per year
3rd year	5 personal days per year
4th year	6 personal days per year

**SECTION XVII - 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 two (2) floating holidays which can be taken by the employees at any time during the year with the approval of the employee's supervisor.

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

**ARTICLE XVIII - VACATION**

All bargaining unit employees shall receive the following vacation:

<b>YEARS OF SERVICE</b>	<b>VACATION DAYS</b>
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.

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.

**ARTICLE XIX - 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 XX - FAMILY ILLNESS LEAVE**

Effective January 1, 1993, 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 XXI - BEREAVEMENT LEAVE**

Effective January 1, 1993, 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 or anyone making his/her home with the employee's family and regarded as a member of the family.

#### **SECTION XXII - MEAL ALLOWANCE**

All bargaining unit employees shall receive ten dollars (\$10.00) meal allowance for working more than ten (10) consecutive hours.

#### **ARTICLE XXIII - EDUCATION FUND**

The Borough shall allow employees time off with pay to attend any seminars, classes, or training that is related to the employee's job, and which has been approved by the Borough.

The Borough shall pay registration, tuition, books, mileage, and tolls for any such attendance by the employee.

If the employee requests to attend any seminars, classes, or training, that has not been requested by the Borough, the employee must obtain a passing grade (if given) in order to be reimbursed.

#### **ARTICLE XXIV - 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 XXV - 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 XXVI - 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 XXVII - SALARIES

- A) Effective and retroactive to January 1, 1993, all bargaining unit employees shall receive a five percent (5%) wage increase added to their base salary.
- B) Effective January 1, 1994, all bargaining unit employees shall receive a four and one-half percent (4 1/2%) wage increase added to their base salary and a \$500.00 wage adjustment to their base salary.

Effective on January 1, 1995, all bargaining unit employees shall receive a four and one-half percent (4 1/2%) wage increase added to their base salary and a \$500.00 wage adjustment to their base salary.

- C) Example: If an employee's base salary is \$20,000.00 on 12/31/93, effective 1/1/94 the employee shall receive a 4 1/2% wage increase and a \$500.00 wage adjustment as follows:

- a.     \$20,000.00 + (4 1/2%) =         \$20,900.00
- b.     \$20,900.00 + (\$500.00) =        \$21,400.00 - new base salary

### ARTICLE XXVIII - LONGEVITY

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

<u>Yrs of Service</u>	<u>1993/1994</u>	<u>Jan. 1, 1995</u>
5 to 10 Years	1%	1%
10 to 15 Years	2%	2%
15 to 20 Years	3%	4%
20 to 25 Years	4%	5%
25 Years	5%	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 employees 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 employees hourly pay rate.

#### **ARTICLE XXIX - ON-CALL STIPEND**

Effective upon January 1, 1994, the Borough shall pay a \$300.00 yearly stipend to bargaining unit employees who are on-call for the Borough during the year.

Effective January 1, 1995, the stipend shall be \$300.00 per year.

This stipend shall be added to the employees base salary.

#### **ARTICLE XXX - OVERTIME**

All bargaining unit employees shall receive overtime pay at the rate of time and one-half (1 1/2X) the employees 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 XXXI - CALL-IN-PAY**

Effective January 1, 1994, all Bargaining Unit Employees who are called into work shall be guaranteed a minimum of three (3) 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 (3) hour call-in, the employee will not receive an additional minimum call-in payment. However, if the employee works beyond the original three (3) 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.

### **ARTICLE XXXII - 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 effect the employment or cause the layoff of any employee of this unit.

### **ARTICLE XXXIII - 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 XXXIV - RULES AND REGULATIONS**

1) The Borough may establish an 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 XXXV - 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.

#### **ARTICLE XXXVI - 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 XXXVII - 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.

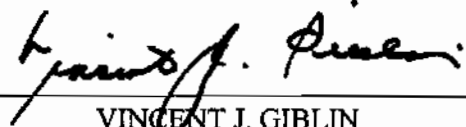
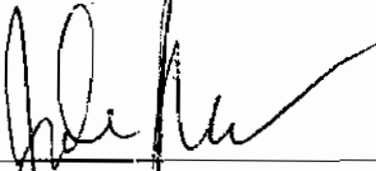
**ARTICLE XXXVIII - DURATION OF AGREEMENT**

This Agreement shall become effective as of the 1st Day of January 1993 and shall terminate at Midnight on the 31st Day of December 1995.

IN WITNESS WHEREOF, we have appended our signatures and affixed our Seals this day of 1993.

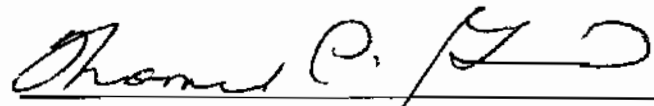
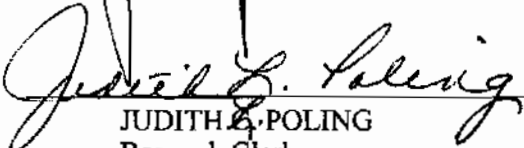
BOROUGH OF KEYPORT

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 68-68A-68B



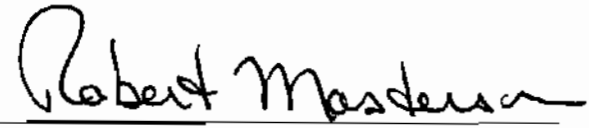
JOHN J. MERLA  
Mayor

VINCENT J. GIBLIN  
Business Manager

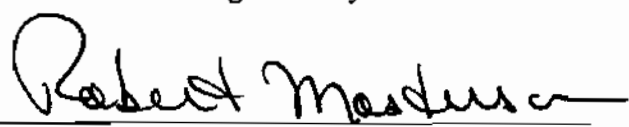


JUDITH G. POLING  
Borough Clerk

THOMAS P. GIBLIN  
President



ROBERT MASTERSON  
Recording Secretary



ROBERT MASTERSON  
Business Representative



**APPENDIX A**

Registrar

Senior Account Clerk

~~Senior~~ Clerk/Typist

*ccol/6021000*

Clerk/Typist/Police

~~Tax Clerk~~

Principal Clerk/Stenographer

Account Clerk