

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 blue collar 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 blue collar employees in the public works department and police dispatchers, 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. 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. 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.

#### 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 working in the public works department shall be from Monday through Sunday, and shall consist of five (5) consecutive eight (8) hour work days for a forty (40) hour work week.

The work week for all bargaining unit employees working as police dispatchers shall remain the present seven (7) day rotating, three (3) shift schedule.

#### ARTICLE IX - WORK DAY

The work day for all bargaining unit employees working in the public works department shall be from 7:00 AM to 3:30 PM, inclusive of one-half (1/2) hour for lunch.

The work day for all bargaining unit employees working as police dispatchers shall be from 8:00 AM to 4:00 PM on the day shift, 4:00 PM to 12:00 AM on the afternoon shift, and 12:00 AM to 8:00 AM on the midnight shift. All shifts shall include one-half (1/2) hour for meals.

#### 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 it's option self-insure or change it's 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. Health Insurance Co-Pay: Effective upon the signing of this agreement, all employees shall pay four dollars (\$4.00) per pay period towards the cost of their health insurance. Effective on January 1, 1994, the four dollar (\$4.00) co-pay shall be increased to a five dollar (\$5.00) co-pay, per pay period, and shall remain at five dollars (\$5.00) for the duration of this contract.

NOTE: The health insurance co-pay shall be paid based upon the twenty six (26) bi-weekly paychecks that the employee receives.

- 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 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 not compensable under the worker's compensation law.

#### ARTICLE XIII - PENSION

Insert pension language from borough.

#### 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. During the first year of employment new employees covered by this agreement will be granted one (1) sick day per month of service earned.

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.

**SECTION XVI - PERSONAL DAYS:**

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

**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.

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:

YEARS OF SERVICE	VACATION DAYS
1 to 6 years	12 Days
7 to 10 years	15 Days
11 to 20 years	20 Days
over 20 years	25 Days

**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 evidence of same being presented to the Borough Business Administrator.

### SECTION XX - 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.

### SECTION XXI - CDL LICENSE

The Borough shall reimburse all bargaining unit employees the additional cost over and above the cost of the New Jersey State Motor Vehicle Drivers License that is paid by the employee for the employee's CDL License. The Borough agrees to reimburse this payment within 3 pay periods from the date it is submitted..

### SECTION XXII - MEAL ALLOWANCE

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

### SECTION XXIII - 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 or because of the death of another relative, including grandfather, grandmother, grandchild, or anyone making his/her permanent home with the employee's family and regarded as a member of the family.

Immediate family shall be defined as: Father, Mother, Husband, Wife, Child, Brother, Sister, Father-In-Law, Mother-In-Law.



#### ARTICLE XXIV - EDUCATION FUND

The Borough shall allow employees time off with full pay to attend any seminar, classes, or training that are required for the employee's job with the Borough paying the full cost of all such classes and training.

The Borough shall fully reimburse any bargaining unit employee who attends the union training facility, or any other equivalent training facility with the prior approval of the Department Supervisor. The reimbursement shall include registration fees, class fees, and books and shall <sup>be</sup> made within 3 pay periods from the date submitted.

#### ARTICLE XXV - BULLETIN BOARDS

OK The Borough will provide Bulletin Boards for the employees for the purpose of posting notices relating to meetings and any other union business.

#### ARTICLE XXVI - 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 XXVII - 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 XXVIII - 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 five and one-half percent (5 1/2%) wage increase added to their base salary.
- C) Effective on January 1, 1995, all bargaining unit employees shall receive a five and one-half percent (5 1/2%) wage increase added to their base salary.

### ARTICLE XXIX - SHIFT DIFFERENTIAL

Effective upon the ratification of this Agreement, all police dispatchers working the afternoon and midnight shifts shall receive the following shift differential added to their hourly pay rate for all hours worked on said shifts:

Afternoon Shift:	0.15/hour
Midnight Shift:	0.25/hour

### ARTICLE XXX - 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 XXXI - 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 eight (8) hours per day and forty (40) hours per week.

### ARTICLE XXXII - CLOTHING ALLOWANCE

All Bargaining Unit Employees shall receive the following clothing allowance:

Effective January 1, 1993	\$580.00
Effective January 1, 1994	\$610.00
Effective January 1, 1995	\$650.00

The Clothing Allowance shall be continued from year to year and shall be paid by separate checks on the dates listed below. No receipts will be required concerning the clothing allowance.

Public works employees shall receive one-half (50%) of their clothing allowance on June 1st of each year and shall receive the remaining one-half (50%) of the clothing allowance on November 15th of each year.

Police Dispatchers shall receive their full clothing allowance payment on April 1st of each year.

### ARTICLE XXXIII - CALL-IN-PAY

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 XXXIV - BARGAINING UNIT WORK

No other Borough employee or person shall perform the work of this Bargaining Unit with the only exception of volunteer workers, part-time summer workers, and community grant workers.

The Borough shall retain its right to contract by bid or negotiation any type of work or labor for the Municipality and agrees to meet and confer with the union prior to implementation of this action, if such action effects the employees of this Bargaining Unit.

The Borough agrees to consider all police dispatchers for all dispatcher overtime work that may become available but retains the right to use other qualified part-time individuals to perform this overtime work.

#### ARTICLE XXXV - JOB TITLES/WORKING AT A HIGHER JOB CLASSIFICATION

The Borough and the Union agree to meet within forty-five (45) days after the signing of this Agreement for the purpose of negotiating a list of additional job titles within the Bargaining Unit and for negotiating an Agreement concerning employees who work at a higher job classification regarding the rate of pay that the employee would receive.

This negotiated Agreement shall be added to the body of this Contract.

#### ARTICLE XXXVI - 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 XXXVII - 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 XXXVIII - 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 XXXIX - 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 XL - 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.

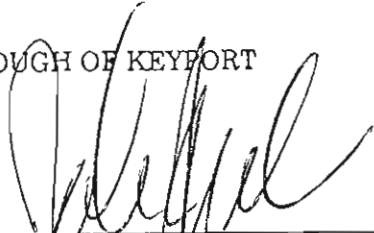
### ARTICLE XLI - DURATION OF AGREEMENT

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  
23rd day of November 1993.

BOROUGH OF KEYPORT



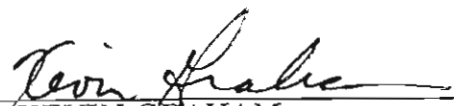
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JOHN J. MERLA  
Mayor



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JUDITH C. POLING  
Borough Clerk




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KEVIN GRAHAM  
Councilman


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



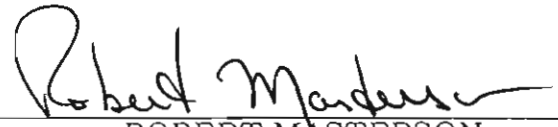
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VINCENT J. GIBLIN  
Business Manager



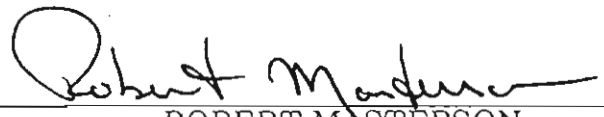
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THOMAS P. GIBLIN  
President



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ROBERT MASTERSON  
Recording Secretary



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ROBERT MASTERSON  
Business Representative

## SCHEDULE A

Public Works Foreman  
Equipment Operator  
Mechanic  
Public Works Repairer  
Laborer (1st Year) (2nd Year) (3rd Year)  
Water Plant Operator  
Assistant Water Treatment Plant Operator  
Assistant Water Plant Operator/Laborer  
Meter Reader/Repairer  
Senior Communications Operator (Step 3)  
Communications Operator (Step 0) (Step 1) (Step 2)  
Building Maintenance Worker  
Probationary Laborer  
Water Plant Operator, Part-time