

THIS BOOK DOES
NOT CIRCULATE

LABOR AGREEMENT

Between

THE BOROUGH OF BEACHWOOD,

A Municipal Corporation of the State of New Jersey;

And

THE BEACHWOOD CIVIL SERVICE EMPLOYEES

of

OCEAN COUNCIL #12

Ocean

4/1/76 - 12/31/78

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THIS AGREEMENT, made this 7th day of July, 1976, between the Borough of Beachwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Borough, and the Beachwood Civil Service Employees Association, Ocean Council #12, comprised of Beachwood Borough White and Blue Collar Employees, excluding supervisory, confidential and part-time employees. Such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining unit, after that agency held an appropriate election which shall be hereinafter referred to as the "Association". Wherever the terms White Collar, Blue Collar or White Collar Employee, Blue Collar Employee are used in this agreement, both designations shall be interchangeable and shall have the same meaning and effect.

NOW THEREFORE, the Borough and the Association mutually agree as follows:

I. PURPOSES:

The purpose of this agreement shall be as set forth herein the negotiable terms and conditions of employment to be observed between the parties hereto.

II. RECOGNITION OF ASSOCIATION:

The Borough recognizes the Beachwood Civil Service Employees Association, Ocean Council #12, as the exclusive representative of all White and Blue Collar Employees as set forth in the certifications of the election held by the Public Employment Relations Commission. Said Association is permitted to negotiate with the Borough for the purpose provided for under Chapter 303, L. 1968,

(N.J.S.A. 34:134-1 et seq), with respect to salary, hours, and those terms and conditions of employment permitted by said Statute.

III. DUES CHECKOFF:

The parties hereto recognize that an agency shop is not permitted by laws of the State of New Jersey.

A. The Borough shall deduct Association dues based on Chapter 233 Laws of 1969 from the employees' salary, same having been authorized in writing under the following conditions:

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

2. The amount of the monthly dues will be certified in writing by the President of the Employees Council and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

4. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made together with a list of names showing employees for whom deductions have been made.

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

IV. MANAGEMENT RIGHTS:

A. The Borough hereby retains and reserves unto itself,

without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the Laws and Constitutions of the State of New Jersey and the United States, except as may be specifically modified by this Agreement.

B. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing Statutes, are hereby reserved by the Borough as its management prerogatives and rights.

V. RIGHTS AND PRIVILEGES OF THE ASSOCIATION:

A. The Borough agrees to make available to the Association all public information concerning negotiable matters between the Borough and the Association to process any grievances or complaints. All requests shall be made through the Department Heads.

B. Whenever any representative of the Association or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

C. The Association shall have the use of the bulletin boards and mailboxes to contact members of the Association.

VI. NO STRIKE PROVISION:

During the term of this agreement and notwithstanding any change in existing law, the Association and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activity. The sole method for resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this agreement.

VII. STEWARDS:

A. The Borough recognizes the right of the Association to designate no more than three (3) stewards and alternates to represent the Association and the employees covered by this Agreement. The Association shall furnish the Borough with the names of the stewards and the alternates and shall notify the Borough of any changes.

B. The authority of the stewards or alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a steward to perform any of such duties during his working time, the steward shall be released from work by his supervisor as soon as convenient to the Borough and only to the extent necessary to make the investigation and for conferring with the Borough's representative.

2. The transmission to the Borough's representatives of messages and information which shall originate with and are authorized by the Association or its Officers.

3. Except as previously provided, the steward shall be required to perform his duties in the same manner and to the same extent as other employees.

C. Any settlement of a question by the steward and the supervisor of an employee involved in a dispute shall be reviewable by the Borough and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this agreement.

VIII. GRIEVANCE:

A. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed.

B. When a member of the Association wishes to present a grievance for himself or an employee or group of employees for settlement, such grievance shall be presented in the following manner:

1. The Shop Steward of the Association or the President of the Association or the designated representatives shall present the grievance or grievances in writing to the department head or his duly designated representative. The department head shall answer the grievance in writing within seventy-two (72) hours.

2. If the grievance cannot be resolved at (1) or if no answer has been received by the Association within the time set forth in (1), the Association shall present the grievance in writing in duplicate by furnishing one copy to the Department Head and the other to the Borough Clerk. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Department Head shall answer the grievance in writing within seventy-two (72) hours after receipt of the grievance setting forth the position of the employer.

3. If the grievance cannot be resolved in (2), or if no answer has been received by the Association within the time set forth in (2), the grievance may be presented in writing to the

Mayor and Council. The final decision of the Mayor and Council shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

C. Nothing herein is intended to deny to the employee the right to appeal as expressly granted by a Civil Service hearing procedure as established by N.J.State Statutes.

IX. DISCRIMINATION:

A. Neither the Borough nor the Employee's Council shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation, national origin or Association activity.

B. Where the word "he" is used in the Agreement, it shall be construed as to include both masculine and feminine gender.

X. PERSONNEL FILES:

Employees shall have the right to inspect and review their own individual personnel file after proper request to their supervisor. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his personnel file. This writing shall become a part of the employees' personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employees' file. Employee signature signifying knowledge of these documents may be required at the discretion of the supervisor.

XI. ADHERENCE TO CIVIL SERVICE RULES:

The Employer and the Association understand and agree that all Rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever not specifically covered in the Agreement shall be binding upon both.

XII. LEAVE:

A. Bereavement.

1. Each employee shall be granted a maximum of four (4) days leave with pay per year in the event of the death of spouse, child, parent, mother-in-law, father-in-law, brother, sister, or grandparent.

2. In the event of a multi-death, a maximum of seven (7) bereavement days shall be granted.

3. Such leave shall be separate and distinct from any other leave time.

4. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.

B. Administrative.

1. All permanent employees shall be granted up to three (3) days leave with pay per year for personal reasons, this shall not be charged against annual leave or any other leave.

2. Unused administrative leave shall not accumulate from year to year.

C. Jury.

1. Should an employee be obligated to serve as a juror, he shall receive full pay from the Borough for all time spent on jury duty.

2. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Borough, with the exception of travel time, \$.15 per mile, parking and meals.

D. Maternity.

1. Permanent employees in the Borough's service who shall have completed their working test period will be granted leave during the time prior to the expected date of delivery and for one month after the actual date of delivery on presentation of a Doctor's certificate setting forth the necessity therefor.

2. Earned and accumulated sick leave and accumulated vacation leave may be used for maternity leave, but with the employee's own discretion.

3. Maternity leave granted in excess of sick leave or accumulated vacation leave shall be without pay.

E. Military.

1. A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.

2. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer prior to the effective date of such leave.

F. Annual Leave (Civil Service Rules 4:1-17,11)

1. Annual leave with pay shall be earned at a rate of one working day of leave for each full calendar month of service during the remainder of the calendar year following the date of

appointment; twelve (12) working days leave thereafter for every year up to four (4) years service, fifteen (15) working days leave after the completion of four (4) years and up to nine (9) years service; twenty (20) working days leave after the completion of nine (9) years and up to fourteen (14) years service; twenty-five (25) working days leave after the completion of fourteen (14) years service. Permanent part-time employees shall receive allowance on a proportionate basis.

2. Vacation leave allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused leave may be carried forward into the next succeeding year only.

3. Leave with pay must be requested in writing at least twenty-four (24) hours in advance.

4. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation at times they request. However, all vacation dates must be approved by the department head, or his duly designated representative.

5. The department head or his representative is to be notified prior to May 1st of desired vacation dates. In case of conflict in dates, the employee with seniority will be given preference. Any request made after May 1st will be assigned one of the dates still open.

G. Sick Leave (Civil Service Rules 4:1-17.16)

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per

month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established on the basis of one (1) working day per month.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

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

5. Absence without notice for five (5) consecutive days shall constitute a resignation under Section 16.12 (resignation) of The Civil Service Rules.

6. 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.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one 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 recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a

period of six (6) months.

b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

8. In case of death in the immediate family, reasonable proof shall be required.

9. The appointing authority 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, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

10. Upon the retirement of an employee, the Borough shall pay the employee for all of his accumulated sick leave that he has earned while he was in the Borough of Beachwood's employment. The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or two (2) or three (3) year payout.

H. Leave of Absence without pay.

i. Leave of absence without pay, for cause, may be granted by the Borough provided it does not seriously disrupt operations.

2. A request for a leave of absence without pay shall be presented to the supervisor in writing.

3. A leave of absence shall not exceed six (6) months. It may be renewed not more than one (1) time for a like period, with the Department of Civil Service approval.

4. An employee who fails to report for work the first work day after the expiration of his leave shall be considered to have quit.

I. Other Leaves.

All other proper and authorized leaves as provided in the Rules of the Department of Civil Service shall be recognized and constitute a part of this agreement.

XIII. MILEAGE.

A. All employees who have approval to use personal vehicles for Borough business shall be reimbursed in accordance with the Internal Revenue Service allowance.

B. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the Borough.

C. Mileage on the speedometer shall be checked by the supervisor before an employee leaves and upon his return.

XIV. HOLIDAYS.

A. The following are recognized as Holidays:

From 12:30 P.M. New Year's Eve

New Years Day

Lincoln's Birthday

Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

B. Each full-time regular employee will receive his regular salary for any holiday on which they are not required to work. If any employee is requested or required to work on a Holiday, he shall receive his regular pay plus one additional day's pay.

XV. UNIFORMS.

A. The Borough shall provide the following uniforms to the Blue Collar employees.

1. Six (6) pair pants
2. Three (3) short sleeve shifts
3. Three (3) long sleeve shirts
4. Two (2) jackets.

B. The Borough shall provide for the cleaning and repair of the Blue Collar employee's uniforms.

C. The Blue Collar employees shall wear clean uniforms

each and every day.

XVI. SAFETY EQUIPMENT

A. Employees shall do their part to work safely, wear required safety equipment, and observe all safety rules and regulations.

B. The Borough shall furnish following safety equipment for the appropriate employees.

1. Work gloves
2. Safety goggles
3. Safety shoes
4. Hard helmets
5. Safety vests
6. Rain gear
7. Rain boots

C. It shall be the responsibility of the employee to care for issued safety equipment.

D. Replacement will be made only upon the return of damaged or worn out equipment.

E. Failure to wear or properly use required safety equipment or comply with safety rules and regulations shall result in disciplinary action.

F. Any accident, no matter how slight, shall be reported to the Superintendent of Public Works at once.

XVII. SAFETY AND HEALTH.

The Borough will provide a clean, safe and healthy place to work, clean bath facilities with hot and cold running water,

a toilet, and clean and safe equipment with which to work, including all O.H.S.A. required equipment.

XVIII. PAY PROCEDURES WITH WORKMAN'S COMPENSATION.

A. Anyone injured in the performance of his or her work will receive workman's compensation in accordance with workman's compensation Insurance Regulations.

B. Anyone receiving Workman's Compensation shall receive his full salary for the number of full sickleave weeks (40 hours), which he has unused on the books. During this time, he will sign over his Workman's Compensation checks to the Borough, in order to receive his pay. After the length of sickleave time has been reached, he will receive only Workman's Compensation pay.

C. This procedure does not use up the sick leave. It is only a basis for computation.

XIX. HOSPITAL AND MEDICAL INSURANCE

A. The Borough shall maintain, at no cost to the employee, hospitalization and major medical coverage provided by Blue Cross and Blue Shield and the Prudential Insurance Company.

B. Coverage shall include, but not be limited to.

1. Hospital room and board and miscellaneous costs.
2. Outpatient benefits.
3. Laboratory fees, diagnostic expenses and therapy treatments.
4. Maternity costs
5. Surgical costs
6. Rider "J" coverage
7. Major-medical coverage.

C. Specific details are contained in the master policies and contracts on file in the Office of the Borough Clerk.

XX. WORK HOURS.

A. White Collar

1. The normal workday is six (6) hours, excluding a one (1) hour unpaid lunch period.

2. The normal workday starts at 9 a.m. and ends at 4 p.m.

3. The normal workweek will be thirty (30) hours, Monday through Friday.

4. All work after or other than these hours shall be considered as overtime, and shall be compensated as such.

B. Blue Collar

1. The normal workday is eight (8) hours, excluding a thirty (30) minute unpaid lunch period.

2. The normal workday starts at 8 a.m. and ends at 4:30 p.m., except special project shifts which shall be scheduled three (3) days in advance.

3. The normal workweek is ~~forty~~ (40) hours, Monday through Friday.

4. All work after or other than these hours shall be considered as overtime work, and shall be paid as such.

5. Time and one-half a person's hourly wage to be paid after a normal work day or work week or on Saturday, the sixth work day.

6. Double a person's hourly wage shall be paid for Sunday and Holidays.

C. Overtime.

1. Overtime will be worked only when necessary, and the employees are expected to work necessary overtime.
2. Overtime work shall be distributed as equitably as practical among those who normally do the work.
3. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from the Superintendent of Public Works or his assistant, in case of his absence.
4. All hours worked other than normal work hours shall be considered necessary overtime.
5. Any part of an hour worked past the normal working hours shall be paid as one hour of overtime pay and the individual shall complete the hour.

D. Emergency Call-in Time

1. All employees will be paid a minimum of two (2) hours pay at time and one-half his hourly wage for work on regular work days and Saturdays for emergencies.
2. All employees will be paid a ~~minimum~~ minimum of three (3) hours pay at double his hourly wage for work on Sunday and Holidays for emergencies.

E. Rest Period.

1. Employees will have a fifteen (15) minute ~~break~~ break period on the first half of each full workday.

F. Snow Work.

1. Snow work is emergency work and shall be paid as such.

2. Snow work shall be paid as overtime work as covered under overtime.

3. Snow work during a regular shift is excluded from overtime or emergency pay.

XXI. JOB CLASSIFICATION.

A. Employees will normally work only in their own classification.

B. If the employee must work in a higher job classification than his job for more than five (5) continuous hours, he shall receive the higher rate of pay for the higher job classification.

C. If the employee is required to work at a lower classification, he shall receive his regular rate of pay.

D. This provision does not apply to snow or emergency work.

E. Whenever an employee is promoted or reclassified from one class or title to another, then the salary shall be adjusted so as to provide that he enters the new classification schedule in the step which will provide a salary no less than his former rate of pay.

XXII. WAGE SCALE.

A. Assessing Clerk.

1. First year	\$5,300.00
2. Second year	5,700.00
3. Third year	6,200.00
4. Fourth year	6,600.00
5. Fifth year and succeeding years	7,000.00

B. Account Clerk

1. First year	\$5,600.00
2. Second year	6,000.00
3. Third year	6,500.00
4. Fourth year	6,900.00
5. Fifth and succeeding years	7,300.00

C. Sanitary Landfill Caretaker

1. First year	5,000.00
2. Second year	5,500.00
3. Third year	6,000.00
4. Fourth year	6,500.00
5. Fifth and succeeding years	7,000.00

D. Laborer

1. First year	7,100.00
2. Second year	7,500.00
3. Third year	7,900.00
4. Fourth year	8,400.00
5. Fifth and succeeding years	9,000.00

E. Truck Driver

1. First year	8,200.00
2. Second year	8,800.00
3. Third year	9,400.00
4. Fourth year	10,100.00
5. Fifth and succeeding years	10,800.00

F. Senior Water Repairer

1. First year	\$8,600.00
2. Second year	9,200.00
3. Third year	9,900.00
4. Fourth year	10,550.00
5. Fifth and succeeding years	11,300.00

G. Equipment Operator

1. First year	9,200.00
2. Second year	9,800.00
3. Third year	10,400.00
4. Fourth year	11,000.00
5. Fifth and succeeding years	11,600.00

H. Foreman

1. First year	10,300.00
2. Second year	10,900.00
3. Third year	11,600.00
4. Fourth year	12,300.00
5. Fifth and succeeding years	13,000.00

I. Cost of living.

1. In each succeeding calendar year of this contract, the wage scale shall be adjusted in accordance with the Bureau of Labor Statistics, Cost of Living Index, for the Philadelphia region.

2. The adjustment shall be made when the year end figures are provided by the Bureau of Labor Statistics.

3. Wage adjustments shall be made upon the passage of the annual salary ordinance.

4. Wage adjustments shall be retroactive to January 1st.

J. Each employee shall be placed in his proper salary step

upon the signing of this Agreement and no employee shall be placed in a step under which he would receive less compensation that he is currently receiving.

XXIII. LONGEVITY.

A. Longevity pay shall be issued in either a lump sum on the pay period nearest to December 1st, by separate check, or as additional prorated compensation tendered at each pay period to all permanent Civil Service employees with more than five (5) years continuous full time service as of December 1st and based upon the date of his full time appointment. The employee shall file with the Clerk, a signed authorization for the manner in which longevity pay shall be received.

B. Longevity shall be paid according to the following schedule.

1. Five (5) years plus one (1) day of continuous service through ten (10) years continuous service-\$150.00.
2. Ten (10) years plus one (1) day of continuous service through fifteen (15) years continuous service-\$300.00.
3. Fifteen (15) years plus one (1) day of continuous service through twenty (20) years continuous service-\$450.00.
4. Twenty (20) years plus one (1) day of continuous service through twenty-five (25) years continuous service-\$600.00.
5. Twenty-five (25) years plus one (1) day of continuous service-\$750.00.

C. Any employee retiring during the course of the year shall receive longevity prorated on a monthly basis. The same procedure shall be followed in the event of an employee's death.

XXIV. SEVERABILITY CLAUSE.

A. If any part, clause, portion or article of this agreement

shall be subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect, absent the illegal clause.

B. Should a legislative act or government regulation or order affect any particular provision of this agreement, it shall apply only to that specific portion of this agreement affected thereby.

XXV. DURATION OF AGREEMENT.

A. This agreement shall be effective retroactively to January 1, 1976, and shall continue in full force and effect until December 31, 1979.

B. Both parties reserve the right to reopen negotiations concerning insurance coverage at least sixty (60) days prior to the end of any calendar year during the term of this agreement.

C. At least ninety (90) days prior to the expiration of this agreement, the parties shall serve notice upon each other with regard to the successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

BOROUGH OF BEACHWOOD

Attest:

Eleanore L. Symington
Eleanore L. Symington, Clerk

BY: Christina DeForest
Christina DeForest, Mayor

BEACHWOOD BOROUGH
OCEAN COUNCIL #12

Attest:

Elizabeth Reiner, Pres.
Ocean Council #12
N.J.C.S.A.

BY: John G. Weigand, Jr.
John G. Weigand, Jr., President

Patrick Ritchie
Patrick Ritchie, Vice President

Herbert J. Hekey
Secretary

Christine R. Dehnz
Christine R. Dehnz, Secretary

Prepared by:

Henry D. Brandenburg, Esq.
769 U.S. Highway 9
Bayville, N.J. 08721
(201) 269-4333.

R E S O L U T I O N

RESOLVED, that the Borough of Beachwood enter into agreement with the Beachwood Civil Service Employees of Ocean Council #12, which said agreement shall be substantially in the form of the agreement attached hereto, for the purpose of defining conditions of employment applicable to the members of the Beachwood Civil Service Employees of Ocean Council #12 and to promote and improve employer-employee relationships.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the Borough of Beachwood be, and they are hereby, authorized to execute said agreement on behalf of the Borough of Beachwood and to affix the seal of the Borough thereto.

AND BE IT FURTHER RESOLVED, that a copy of said agreement, certified as a true copy, be filed by the Borough Clerk with the New Jersey Public Employment Relations Commission.

APPROVED:

Christina DeForest
Christina DeForest, Mayor

C E R T I F I C A T I O N

I do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Borough Council of the Borough of Beachwood in the County of Ocean and State of New Jersey held on the *7th* day of *July* 19*76*, a quorum of said Borough Council being present and voting thereon.

Eleanore L. Symington
Eleanore L. Symington, Borough Clerk