

**GENERAL AGREEMENT**

Between

**TOWN OF KEARNY**

And

**KEARNY CIVIL SERVICE COUNCIL #11**

January 1, 2004 to December 31, 2007

APRUZZESE, McDERMOTT  
MASTRO & MURPHY, P.C.  
25 Independence Boulevard  
P.O. Box 112  
Liberty Corner, NJ 07938  
(908) 580-1776

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	
<u>ARTICLE</u>	
I RECOGNITION	2
II COLLECTIVE BARGAINING PROCEDURE	3
III CONDUCTING UNION BUSINESS ON EMPLOYERS TIME	4
IV DISCRIMINATION AND COERCION,	5
V PAY TREATMENT FOR EXTENDED ILLNESS	6
VI UNION SECURITY	8
VII WAGES	9
VIII HOURS	10
IX EDUCATION BENEFITS	11
X OVERTIME	12
XI VACATION	13
XII DEATH IN FAMILY	14
XIII HOLIDAYS	15
XIV HEALTH BENEFITS AND INSURANCE	16
XV INSURANCE AND AUTOMOBILE COSTS	18
XVI BULLETIN BOARD	19
XVII PENSIONS	20
XVIII VACANCIES	21
XIX DISCHARGE OR SUSPENSION	22
XX GRIEVANCE PROCEDURE	23
XXI ARBITRATION	24
XXII LONGEVITY	25
XXIII MANAGEMENT OF TOWN AFFAIRS	26
XXIV CLOTHING ALLOWANCE	27
XXV PERSONAL DAYS	28

XXVI HAZARDOUS WORK	29
XXVII LEAVES OF ABSENCE	30
XXVIII JURY DUTY	31
XXIX SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS	32
XXX COMMERCIAL LICENSES	33
XXXI DURATION	34

**PREAMBLE**

AGREEMENT MADE THIS DAY 15<sup>th</sup> OF November, 2004 by and between the TOWN OF KEARNY (hereinafter referred to as the "EMPLOYER") and the KEARNY CIVIL SERVICE COUNCIL #11 (hereinafter referred to as the "UNION");

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

WHEREAS, the UNION represents the Civil Servants employed by the Town of Kearny, and;

WHEREAS, the parties have heretofore entered into agreements covering wages, hours of work and other terms and conditions of employment for periods up to and including December 31, 2003 and;

WHEREAS, the parties desire to extend and amend said agreements for the period January 1, 2004 through December 31, 2007.

NOW THEREFORE, it is agreed as follows:

1. The agreement between the EMPLOYER and the UNION for the period up to and including December 31, 2003 is hereby extended for a four (4) year period, commencing January 1, 2004 to December 31, 2007, and all terms and conditions therein will continue, except as herein modified.

2. (A) Effective January 1, 2004, each employee of the unit shall receive an across the board salary increase of 3.2%;

(B) Effective January 1, 2005, each employee of the unit shall receive an across the board salary increase of 3.2%;

(C) Effective January 1, 2006, each employee of the unit shall receive an across the board salary increase of 3.0%;

(D) Effective January 1, 2007, each employee of the unit shall receive an across the board salary increase of 3.0%;

(E) For all employees hired after ratification of this contract (herein confirmed to be 12/1/04) there shall be new salary guides that will consist of seven (7) steps with step increases in equal amounts from minimum to maximum and the Town may reduce existing minimums by not more than \$2,500 where appropriate.

**ARTICLE I  
RECOGNITION AND SCOPE OF  
AGREEMENT**

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, Section 2 herein for the purpose of collective bargaining and all activities and processes hereto.

Section 2. The bargaining unit shall consist of all employees of the Town of Kearny other than department heads, assistant department heads and supervisors and excluding police and firemen. Also excluded from the bargaining unit are elected officials, members of the boards, managerial, confidential employees and Assistant Town Clerk.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

Section 1. 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 the parties. Unless otherwise designated, the Mayor or the Employer or his designee, and the President of the Union or his designee shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily not more than, six (6) additional representatives of each party shall participate in collective bargaining meetings.

**ARTICLE III**  
**CONDUCTING UNION BUSINESS ON EMPLOYER'S**  
**TIME**

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty employees to bring a department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiations Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay, each for a period of three (3) meetings.

Section 3. The Employer agrees to grant the necessary time off without the loss of pay to the members of the Union selected as delegates to attend any State or National convention of the New Jersey Civil Service Employees association, provided that the number of delegates does not exceed in the aggregate one (1) delegate for the first 50 employees or fraction thereof and one (1) additional delegate for each additional 50 employees or fraction thereof. No more than one (1) delegate shall be selected from a Department with the exception of the Street Department, from which there shall be no more than (3) delegates selected. The above-mentioned limitations are exclusive of the President of the Union and the members of the State Board of Trustees. Provided further that such time off granted each delegate will not detrimentally affect the proficiency and effectiveness of the Department.

**ARTICLE IV  
DISCRIMINATION AND COERCION**

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 or origin.



**ARTICLE V**  
**PAY TREATMENT FOR EXTENDED ILLNESS**

Section 1. Employees shall be entitled to sick leave with pay during periods of disability due to illness, injury or recuperation there from for periods as hereinafter set forth.

Section 2. During the first calendar year of service after permanent employment, each employee shall be entitled to one (1) working day of sick leave for each month of service.

Section 3. For each subsequent calendar year of employment, ie, from January 1<sup>st</sup> to December 31<sup>st</sup> of each year, each employee shall be entitled to 16 working days of sick leave for each year.

Section 4. Unused sick leave shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section 5. In the event of an absence due to injury, as the result of or arising from employment, employees shall be entitled to temporary disability at the statutory rate without utilizing accumulated sick leave, provided however, for any such injury the employee shall be entitled to full pay for the first six (6) weeks of such absence without charge against the accumulated sick leave.

Section 6. Each employee shall be entitled, upon death or retirement from employment with the Town of Kearny, to payment for unused accumulated sick leave, up to a maximum of one hundred twenty (120) days at the prevailing wage rate in effect at the time of said death or retirement, provided such payment is legal under the laws of the State of New Jersey.

Section 7. No employee shall suffer the loss of any vacation time or sick leave by reason of same falling during any probationary period, provided that said employee passes the probationary period and is made a permanent employee. Any sick time or vacation time taken during the probationary period by an employee who subsequently successfully completes the probationary period and becomes permanent, shall be debited to that employee in accordance with the terms of this contract governing vacations and sick leave.

If during the probationary period an employee suffers loss of pay due to absences which otherwise would be chargeable to sick time or vacation time, then upon successful completion of the probationary period, the employee may require the Employer to reimburse him for the loss of pay and to debit the employee proportionately in accordance with the terms of this contract governing vacation and sick leave. In calculating service with the municipality for purposes of vacations, sick leave, longevity or any other benefits due to employees, employment shall include any time served during a probationary period.

Section 8. Effective January 1, 1984 and annually thereafter, during the term of the contract, the Employer and the Union agree to an incentive plan for sick leave, whereby all

employees who do not use a certain part of their annual allotted sixteen (16) sick days shall receive a one-time bonus payment as follows:

- Use 0 days in 1984, will receive a check for \$100.00.
- Use ½ day in 1984, will receive a check for \$90.00.
- Use 1 day in 1984, will receive a check for \$ 80.00.
- Use 1 ½ days in 1984, will receive a check for \$70.00.
- Use 2 days in 1984, will receive a check for \$ 60.00.
- Use 2 ½ days in 1984, will receive a check for \$50.00.
- Use 3 days in 1984, will receive a check for \$ 40.00.
- Use 3 ½ days in 1984, will receive a check for \$30.00.
- Use 4 days in 1984, will receive a check for \$ 20.00.
- Use more than 4 days in 1984, will receive no payment.

This procedure will also be in effect for 1985. The parties agree that this is a one-time annual bonus, which if payable, shall be made no later than June 1<sup>st</sup> in the year following the year in which it is earned. It is further understood and agreed that this incentive plan shall not diminish any other rights in the agreement between the parties hereto.

It is understood and agreed that this bonus is being paid for a one hundred percent attendance record. In the event any employee is injured and/or sick and does not use their annual allotted sick leave in accordance, for instance, under Article V as reflected in paragraph 5 hereof, such absence will disqualify the employee and/or employees from receiving any additional payments under the incentive plan for sick leave set out herein.

Section 9. The Town shall provide all covered employees represented by the union with temporary disability benefits, effective January 1, 1994, with the following conditions.

1. The first 30 days of temporary disability shall be unpaid. Employees may use sick leave or other paid time such as vacation, personal or compensatory time during this 30-day period.
2. The maximum period of time of coverage for any period of temporary disability shall be 6 continuous months, commencing after the 30-day period referred to above.
3. The amount of payment to the employee shall be two-thirds of each employee's regular salary or \$304.00 per week, whichever is less. This dollar amount of \$304.00, which is to be the 1993 base rate, shall be increased each year, effective January 1<sup>st</sup>, by a percentage equal to the percentage increase for salaries for that year. As an example, the amount of 1994 will be \$319.00, which is \$304 times 105%, rounded to the nearest dollar,
4. Use of sick leave by an employee in lieu of the use of this plan shall not be precluded.

Section 10. Consistent with applicable law, employees on extended sick leave for any reason shall call their supervisor on Monday of each week with a status update of anticipated date for return to work.

**ARTICLE VI  
UNION SECURITY**

A. In so far as permitted by law, the Employer agrees to deduct from the pay of all employees who are members covered by this agreement, initiation fees, dues and assessments as required by the CS11 by-laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regular recurring basis.

B. Representation Fee.

1 Purpose of Fee - If an employee does not become a member of the Union during any membership year (January 1 to December 31), which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative. Once during each membership year, covered in whole or in part by this agreement, the Union will submit to the Town a list of those employees who have not become members of the Union for the then current membership year.

2. Notification - Prior to the beginning of each membership year, the Union will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year.

3. Certification - The Union will certify to the Town before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.

4. Demand and return - The Union agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Town.

5. The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Town in conformance with this provision.

6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction or transmission of regular membership dues.

**ARTICLE VII  
WAGES**

Section 1. In addition to all benefits covered by the within agreement, employees who work the following shifts shall receive the following additions to pay, which shall be known as shift differential:

- A. 2 p.m. to 10 p.m.     5%
- 1 p.m. to 9 p.m.     5%
- 3 p.m. to 11 p.m.    5%
- B. 10p.m. to 6 a.m.     10%

The shift differential listed under (A) above cover certain employees working at the library and Town Hall and dispatchers.

Section 2. Effective January 1, 2005, the Town shall pay employees on a biweekly basis.

Section 3. Salary step increases are payable as of the first of the month that the increase is due.

Section 4. An employee promoted to a new title shall be placed on the step with the next higher dollar value in the new scale above the salary received by the employee prior to the promotion.

Section 5. All employees hired on or after the date of ratification of this contract shall have their first week of pay withheld.

**ARTICLE VIII  
HOURS**

Section 1. The work shall consist of five consecutive days of work during the seven day period from Monday through Sunday, the scheduling of which shall be in accordance with the efficient operations of the Town's departments.

Section 2. Except for employees hired prior to 7/1/93 who normally work less than 35 hours per week, the workday shall consist of eight hours of work for blue collar employees inclusive of a one hour paid lunch, and seven hours of work for white collar employees exclusive of a one hour unpaid lunch.

Section 3. Subject to the provisions of Section 4 herein as those provisions relate to employees hired prior to ratification of this contract (herein confirmed as 12/1/04), the Town may modify hours of work consistent with the efficient operation of its departments. Employees will be given at least 2 weeks notice of any change in the work hours except in cases of emergency when shorter notice may be given.

Section 4. Employees hired prior to ratification of this contract may retain their present work schedule of hours of work per day and days of work per week. Employees hired after ratification of this contract shall have a workday as set forth in Section 2 and shall have a work week of five consecutive days of work inclusive of Saturday and Sunday with shifts from Monday through Friday; Tuesday through Saturday; and Wednesday through Sunday. Employees hired prior to ratification of this contract may volunteer to change their hours or days of work to one of the new shifts that may be created.

**ARTICLE IX**  
**EDUCATION BENEFITS**

The Employer agrees to pay the cost of education benefits for educational courses taken by employees which constitute a benefit to and which are related to his employment activities, subject to the prior approval of the employer, which shall not be unreasonably withheld.

A. Course taken must be at an accredited college or university, and attendance must occur outside of work hours; however, the Town Administrator has discretion to allow shift change to attend classes.

B. Payment will be made to a maximum of forty (\$40.00) dollars per credit per undergraduate credit.

C. Payment for the cost of books shall not exceed forty (\$40.00) dollars per year.

D. Payment shall be made in the form of reimbursement to the employee at the rate of fifty percent (50%) per year of said reimbursable costs herein above defined so that one hundred percent (100%) is paid over two years.

E. The Employer shall deduct from said reimbursable costs, any federal grant-in-aids funds that may have been received by the employee but federal grant-in-aid funds shall not include veteran's benefits.

**ARTICLE X  
OVERTIME**

Section 1. The Employer agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this agreement for hours worked in excess of the regular work day except as hereinafter set forth and only when such working of overtime is authorized by the department head or assistant department head.

Section 2. In the event an employee is required to work more than ten (10) consecutive hours overtime after having worked his regular eight (8) hour work day, he shall be paid for said ten (10) hours at rate of time and one-half as set forth above. However, if the said employee is required to work more than eighteen (18) hours consecutively, he shall be paid for all or any part of the next six (6) hours at the rate of double time for such hours. In no case shall an employee be required to work more than a twenty-four (24) hour period, he shall be excused from work on his next regular work day without loss of pay for that day.

Section 3. Work performed on Saturday or Sunday or on the sixth or seventh consecutive day of the workweek shall be paid at time and one-half.

Section 4. Time and one-half shall be paid for all holiday work in addition to holiday pay.

Section 5. Employees recalled to duty on a weekday at time other than during their regular tours of duty shall be paid a minimum of three (3) hours pay irrespective of time actually worked at the applicable overtime rate of pay set forth in this agreement.

Employees called to duty on Saturday or Sunday, or the sixth and seventh consecutive work day shall be paid a minimum of four (4) hours pay irrespective of time actually worked at the applicable overtime rate of pay set forth herein.

A. Library employees working on Saturday or Sunday shall be paid at the prevailing overtime rate as same is defined in this contract.

Section 6. Overtime shall be allocated and granted on a departmental seniority basis where possible. Departmental job grade of same shall be provided to the Union. The Employer shall revolve the list in granting overtime. An employee is not eligible for overtime when he/she is out sick.

Section 7. Compensation for such overtime shall be at time and one-half of the employee's normal hourly rate of pay except as herein above set forth.

Section 8. Payment for overtime work shall be made within two (2) pay periods after such overtime is performed.

**ARTICLE XI  
VACATION**

Section 1. Permanent and probationary employees covered by this agreement shall be granted vacations in accordance with the following schedule:

A. Newly appointed employees shall receive one (1) working days vacation for each month of service during the first calendar year of employment.

B. Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive fourteen (14) days vacation.

C. Beginning with the sixth calendar year and through the tenth calendar year of employment, employees shall receive seventeen (17) working days vacation.

D. Beginning with the eleventh calendar year and through the fourteenth year of employment, employees shall receive twenty-one (21) working days vacation.

E. Beginning with the fifteenth calendar year of employment, employees shall receive twenty-five (25) working days vacation during that year and during each year of employment thereafter.

F. The term calendar year as used herein shall mean that with the exception of newly appointed employees, who shall receive vacation days as outlined in clause two above, each employee's vacation increment shall become effective on January 1<sup>st</sup> of the year in which his anniversary date falls. Payment of accrued vacation shall be prorated based upon actual months worked during the calendar year when the employment of an employee is terminated for cause or an employee resigns or an employee is on an unpaid leave of absence for one month or more. For purposes of this Article paid disability or Workers' Compensation shall not be considered as an unpaid leave of absence. Any overpayment of prorated vacation entitlement shall be deducted from the final paycheck given to the employee.

Section 2. In order not to interfere with the proper and efficient operation of the Employer, it is agreed that the scheduling of vacations must be left to the discretion of the Employer, but such discretion shall not be arbitrarily exercised and seniority shall be a governing factor.

Section 3. An employee's vacation pay shall be the same amount he would have received had he worked his regular schedule.

Section 4. Vacation periods for employees as computed in accordance with Section 1 above shall commence on the first day of the employee's normal work week and continue until the vacation entitlement period is exhausted unless the parties hereto agree otherwise; provided however, for that portion of any vacation period that exceeds two weeks, the Department Head may exercise his discretion as to whether that portion of the employee's vacation should be given consecutively with the first two weeks, but in any event shall attempt to give that excess portion of the employee's vacation period in full weeks where possible and proper.



**ARTICLE XII  
DEATH IN FAMILY**

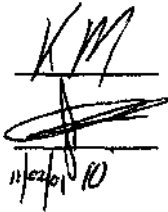
The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed four working days beginning with the date of death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law grandparents of the employee or spouse, sister-in-law, brother-in-law, grandchild, or any member of the employee's household.

**ARTICLE XIII  
HOLIDAYS**

Section 1. The following shall be recognized as paid holidays under this agreement:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day (July 4<sup>th</sup>)

Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Christmas Day



Section 2. Each employee may observe his/her birthday by not working on such day after having given seventy-two hours notice and in such case shall be paid for such day at his regular rate of pay. Employees may opt to have the birthday as a floating holiday. Employees must declare, at the beginning of the calendar year their choice. If the employee's choice is a floating holiday a seventy-two hour notice is required prior to use.

Section 3. Employees shall receive pay for all said holidays regardless of the day upon which said holiday falls so that holidays falling on Saturday will be celebrated on Friday and all holidays falling on Sunday will be celebrated on the following Monday.

Section 4. All clerical employees, (i.e. all employees not receiving clothing allowance and whose job titles as listed in Schedule A and B annexed are notated "C", as hereinafter set forth) shall receive the day after Thanksgiving as a holiday with pay, plus two (2) additional holidays to be designated by the Mayor.

Section 5. Employees working a Tuesday through Saturday shift may request to celebrate a Monday holiday on either the preceding Saturday or the following Tuesday and such request shall not be unreasonably denied. Employees working a Wednesday through Sunday shift may request to celebrate a Monday or Tuesday holiday on the preceding Sunday or the following Wednesday and such request shall not be unreasonably denied.

Section 6. Employees must work the full day before and after the holiday unless excused for a pre-approved vacation day, personal day or sick day with a doctor's note to be eligible for holiday pay.

**ARTICLE XIV**  
**HEALTH BENEFITS AND INSURANCE**

Section 1. The Employer agrees to maintain, at no cost to the employee, health insurance coverage through the New Jersey State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this agreement, health insurance coverage that is provided regular Employees. It is understood by both parties that the current level of benefits provided through the State Health Benefits Plan, satisfies the requirements of Section 1 and 2 of this Article.

Section 3. The employer shall have the option to change the specific insurance provider provided benefits and conditions of the insurance contract equals or exceeds those prevailing insurance contracts. The Town will at least maintain the same level of benefits as provided by the State Health Benefits Plan as of June 1, 1998. Benefits shall be defined as payment and services provided in the insurance contract. Conditions shall be defined as those provisions in the insurance contract such as physician selection, co-pay, deductibles, total dollar indemnity, etc.

1. In the event the Employer invokes the above option, it must notify the Union six (6) months prior to the proposed effective date of such change.
2. Five (5) months prior to the effective date of such change the Employer must provide the Union with complete information about the proposed medical insurance plan.
3. Three (3) months prior to the effective date of such change, representatives of the Employer and the Union shall meet to discuss in detail the proposed medical insurance plan.
4. The parties recognize that no two plans are exactly alike. Minor variations shall be resolved between the parties prior to the effective date the provider is changed.
5. The proposed medical plan is subject to the grievance procedure contained in the agreement between the Employer and the Union.
6. The provisions in Section 3 above are applicable only if all bargaining units, which represent employees of the Town of Kearny, also accept the same insurance provider and coverage.

Section 4. The Employer agrees to provide, at no expense to the employees, a five thousand (\$5,000.00) dollar life insurance policy for all employees covered by this agreement. The Employer agrees to provide, at no expense to the employee, a five thousand (\$5,000.00) dollar life insurance policy for all retired employees.

Section 5. The Dental Plan in effect as of January 1, 1979 shall be continued, except that it shall be improved as of February 1, 2004 so that the deductible is \$50.00 and the plan is 80/20 plan with an annual maximum of \$2,000.00. Effective January 1, 1989 retirees of C.S. #11 will be permitted to join the dental plan of the Town at the retirees' sole cost and expense.

Section 6. The Town at its cost shall provide to all employees and their dependents a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town of Kearny subject to a co-payment by the employee, which shall be consistent with the co-pays provided under the terms of the State Health Benefits Plan. If the co-pays increase in the third or fourth year of the contract, CS11 has the right to request negotiation on this issue.

Section 7: The Town further agrees to provide, at no cost, to all qualified retired employees under State Statute who have been prior to their retirement, employees covered by this agreement, a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town subject to a co-payment by retired employees, which shall be consistent with the co-pays provided under the State Health Benefits Plan.

7a: The Town will reimburse directly to the retired employee any co-payment in excess of the co-pays provided under the terms of the State Health Benefits Plan for active employees, upon the submission of valid receipts.

**ARTICLE XV**  
**INSURANCE AND AUTOMOBILE COSTS**

Section 1. The Employer agrees to provide liability insurance coverage in an adequate sum covering the employees who are covered by this agreement during the performance of their duties.

Section 2. The Employer agrees to pay the sum of fifty (\$50.00) dollars per month to those employees who are required by their superior to use their private automobile to carry on their regular assigned duties.

Section 3. The Employer agrees to provide collision coverage either through a separately obtained insurance policy or by acting as a self-insurer in an amount not to exceed two thousand five hundred (\$2,500.00) dollars which shall be used to indemnify employees covered by Section 2 hereof for property damage provided:

- A. The said employee is not the sole cause of the accident.
- B. The said employee was not at the time of the accident under the influence of narcotics or alcohol.
- C. The said employee was specifically authorized to use his vehicle by *his* superior to carry on his regular assigned duties.

**ARTICLE XVI  
BULLETIN BOARD**

The Employer shall permit the Union reasonable use of all bulletin boards located in the respective department facilities for posting notices concerning Union business. This permission will be revoked if the Union posts derogatory or inflammatory material on the bulletin boards.

**ARTICLE XVII**  
**PENSIONS**

The Employer will provide pension and retirement benefits to employees covered by this agreement pursuant to **the provisions** of the Statutes and Laws of the State of New Jersey

**ARTICLE XVIII**  
**VACANCIES**

Section 1. When the Employer determines that a vacancy exists in a department, such vacancy shall be filled within sixty (60) days provided there exists a Civil Service list for the vacancy that contains a list of three (3) or more candidates for the vacancy.

Section 2. If at the time of the vacancy no Civil Service list as defined in Section I is available, the Employer shall request a list from the Commission within thirty (30) days after such list becomes available.



**ARTICLE XIX**  
**DISCHARGE OR SUSPENSION**

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

**ARTICLE XX**  
**GRIEVANCE PROCEDURE**

Section 1. 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 procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Head of Department or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Head of Department; or his duly designated representative within 30 days after Council 11 discovers the infraction. The Head of the Department shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved in 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 within ten (10) days in writing to the Business Administrator. This presentation shall set forth the position of the Union, and at the request of either party, discussions may ensue. The Business Administrator shall answer the grievance in writing within ten (10) days after receipt of the grievance setting for 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 Business Administrator has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with Article XXI, "Arbitration", hereinafter set forth.

Section 4. Nothing herein contained is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

**ARTICLE XXI  
ARBITRATION**

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party within 30 days after receipt of the Step 2 decision, specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen days following the presentation of such demand the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and statement of procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own.

**ARTICLE XXII  
LONGEVITY**

Section 1. Employees hired prior to ratification (herein 12/1/04) and who are covered by this agreement shall be paid, in addition to the rates of pay set forth in Article VII herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
4-7	2
8-11	4
12-15	6
16-19	8
Beginning 20	10

Employees hired after ratification of this contract shall be paid a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
11-15	3%
16-19	6%
beginning 20 <sup>th</sup> year	10%

Section 2. The parties agree that employees' entitlement to longevity is vested and earned on January 1<sup>st</sup> of each year. The parties recognize that since January 1, 1997, longevity has been included in the employee's weekly salary. Payment of longevity shall be prorated based upon actual months worked during the calendar year when the employment of an employee is terminated for cause or an employee resigns or an employee is on an unpaid leave of absence for 1 month or more. For purposes of this Article paid disability or Workers' Compensation shall not be considered an unpaid leave of absence. In the event of retirement or death of the employee during the calendar year, the employee or his /her estate shall receive the balance of the longevity pay to which the employee is entitled in that year which shall be paid in a lump sum. This lump sum payment shall not be added to base salary for pension purposes.

**ARTICLE XXIII  
MANAGEMENT OF TOWN AFFAIRS**

The Union recognizes that areas of responsibility must be reserved to the employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer, exclusively.

**ARTICLE XXIV  
CLOTHING ALLOWANCE**

Section 1. A clothing allowance of three hundred twenty-five (\$325.00) dollars shall be paid to all non-clerical employees covered by this agreement with the exception of those holding the title of mechanic supervisor, mechanic, mechanic welder or mechanic's helper. Effective in calendar year 2005 and for the remaining term of the contract the clothing allowance shall be \$375.00 per year.

Section 2. A boot allowance of three hundred twenty-five (\$325.00) dollars shall be paid to all employees in the titles of mechanic supervisor, mechanic, or mechanic's helper. In addition to this allowance, those in the above mentioned titles would also receive uniform service as provided by professional uniform company. This service will include uniforms (shirt, pants, jackets) and weekly cleaning. This service will be paid entirely by the employer.

Section 3. In addition to the payments in Section 1 and 2, the Employer shall provide, at its expense, adequate rain gear to all non-clerical employees covered by this agreement.

**ARTICLE XXV**  
**PERSONAL DAYS**

Section 1. All employees covered by this agreement shall be entitled to four days off as personal days for personal business.

Section 2. Such personal days shall be non-cumulative year to year and must be taken within each calendar year. The choice of days shall be subject to approval of the department head but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given where possible, at least twenty-four hours in advance of the commencement of the workday or days sought as personal business days. If such twenty-four hour notice cannot be given to the department head or suitable supervisory personnel the maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

**ARTICLE XXVI  
HAZARDOUS WORK**

Section 1. The Employer agrees that in any case where work is required to be performed during hours other than regular work day hours and where such work may constitute a safety hazard to an employee, such work shall only be performed by two or more employees working together.

Section 2. In determining whether such work constitutes a safety hazard, as referred above, the following factors shall be considered by the department head, or in his absence his designee or assistant, prior to requiring work to be performed during other than regular work day hours:

- A. The hour of the day or night that such work is to be performed.
- B. The existence of traffic hazards.
- C. The physical effort required to perform such work.
- D. Weather conditions.
- E. Any other factors deemed pertinent by the department head or his delegate.

Section 3. The decision to assign two or more employees in the case of safety hazards shall be made by the department head, his designee or assistant.



**ARTICLE XXVII  
LEAVES OF ABSENCE**

The Employer agrees that leaves of absence without pay requested by employees covered by this agreement shall be granted by the Employer at the Employer's discretion, but such grant of leave shall not be discriminately, unreasonably, or unjustifiably refused or denied.

**ARTICLE XXVIII**  
**JURY DUTY**

In the event an employee covered under this agreement is called to jury duty by any court, the Employer shall pay said employee his/her full regular base weekly wage for the entire period of the jury duty without deduction for juror's compensations.

**ARTICLE XXIX**  
**SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS**

The Employer shall pay certain contractual benefits required under this agreement in accordance with the following schedule:

- A. Clothing allowance shall be paid in full with the first pay of February.
- B. Sick leave incentives as provided for in Article V shall be paid with the first pay in March of the following year.

**ARTICLE XXX**  
**COMMERCIAL DRIVERS LICENSE**

Section 1. The Town shall reimburse the \$35.00 cost of a commercial Driver's License (hereinafter referred to as CDL) to any current member of the bargaining unit required by the Town to obtain such license during 1992-1993.

Section 2. Any employee who obtained such a license, during 1992 or 1993 and did so during working hours, shall be reimbursed one regular work day, the same type of day they took off to obtain their license (vacation, personal, sick or comp. Time), This day shall be added to their accrued time upon the signing of the formal contract.

Section 3 Following the date the memorandum of agreement was signed by the parties (7-22-93) new employees hired for positions that require CDL must obtain a CDL on their own time and at their own expense. If they do not have a CDL at the time of appointment, they must obtain a CDL within 90 days of date of hire, or be subject to termination.

Section 4. If at any time in the future, other employees are required by the Town to obtain a CDL, they shall be reimbursed for the cost of the CDL, and granted time off paid by the Town to obtain the CDL.

Section 5. Effective in calendar year 2004 employees who possess a commercial drivers license (CDL) will be paid \$5.00 per week for each week that they possess the CDL for a maximum of \$260.00 per year which shall be paid in a lump sum with the last paycheck of the calendar year.

**ARTICLE XXXI  
DURATION**

Section 1. This agreement shall be in effect from the 1<sup>st</sup> day of January 2004 to and including the 31<sup>st</sup> day of December, 2007.

Section 2. The parties agree to commence negotiations for a new collective bargaining agreement no later than October 1, 2007.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

SEAL

TOWN OF KEARNY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

CIVIL SERVICE COUNCIL NO. 11

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

140288