

3-0561

JAN. 1, 1980 - DEC. 31, 1981

AGREEMENT

Point Pleasant Borough
THIS AGREEMENT made and entered into this _____ day of _____ 1980, to be effective the first day of January 1980, by and between the Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the Employer and The Clerical Employees of the Borough of Point Pleasant, hereinafter known and designated as the Union.

WITNESSETH THAT, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

STATEMENT OF PRINCIPLES

Section 1. The Employer has heretofore recognized the Union as the sole and exclusive bargaining representative of all full time permanently appointed clerical employees now or hereafter employed by the Municipal Offices of the Borough of Point Pleasant, except the Borough Clerk, Tax Collector, Registrar, Secretary of the Board of Health, Tax Assessor, Building Inspector, Zone and Code Enforcement Officer, confidential and supervisory employees and all others.

Section 2. The Employer has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-1 et seq., to negotiate with the Union as the said representative and to provide orderly and peaceful proceedings for presenting employees' grievances and proposals.

Section 3. The Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves onto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

Section 4. The exercise of the foregoing powers, authority, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States. That nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Laws of the State of New Jersey or under any local Laws as they pertain to the Employer, and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 5. The term of this contract shall be from January 1, 1980 through December 31, 1981.

* January 1, 1980 - December 31, 1981

ARTICLE II

NEGOTIATING PROCEDURE

Section 1. Negotiations for a successor Agreement shall begin not later than than September 15th of the appropriate year.

Section 2. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counter-proposals in the course of negotiations, with final approval of the contract to be made by the Employer at an open public meeting after ratification by the Union.

Section 3. With the sole exception of an agency shop provision, this Agreement incorporates the entire understanding of the parties in all matters which would or could have been the subject of negotiations and neither party shall be required to negotiate further for the years 1980 and 1981 with respect to any negotiable matter, whether or not covered by this Agreement.

Section 4. Except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as those set forth at length herein and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of this Agreement, other than as changed by this Agreement.

Section 5. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Union on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed, the Agreement shall be presented to all members of the collective bargaining unit.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. "Grievance" - Definition: A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment

Section 2. Any aggrieved employee shall present his/her written grievance within five (5) working days of knowledge of its occurrence or the grievance shall be deemed to be waived.

Section 3. The procedure for considering and resolving grievances are as follows:

Step 1. The employee and the steward or the employee individually, but in the presence of the steward, shall take up the grievance orally with the department head or Employer representative as designated. The answer by the Employer shall be in writing within

seventy-two (72) hours.

Step 2. If the employee is not satisfied with the results of Step 1. then such employee and/or the Steward shall present the grievance in writing within five (5) working days of receipt of the response at Step 1. to the individual or committee designated by the Mayor and Borough Council to hear such grievances. If the grievance is not adjusted satisfactorily to the grievant and/or the Union, the Union may present the grievance within ten (10) calendar days for arbitration as provided in Step 3. hereof.

Step 3. The Union shall submit a notice of arbitration, with a copy to the Mayor and Borough Council, to the New Jersey Public Employees Relations Commission (PERC) and request the appointment of an arbitrator in accordance with PERC's rules and regulations.

Step 4. The arbitrator's decision shall be in writing and shall be submitted to the Employer and the Union and shall be final and binding to all parties. The arbitrator shall have no authority to add to, subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an Award pertaining to an administrative decision or policy, rules and regulations of the appropriate State agency, or State statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement.

Step 5. If in the judgement of the Union a grievance affects employees in more than one department, the Union may submit such grievance in writing directly at the second step. The processing of all advanced steps filed grievances shall be filed at the level which can grant the relief.

Step 6. The costs for services of the arbitrator including pre-determined expenses, if any, and actual and necessary travel, subsistence expenses or cost of hearing room shall be borne between the Employer and the Union.

ARTICLE IV

SALARIES AND RATE OF PAY

Section 1. Effective January 1, 1980, each presently employed member of the bargaining unit who has been on the Borough payroll continuously and since January 1, 1980 shall receive an annual salary increase of seven hundred dollars (\$700.00). Any employee hired between January 1, 1980 and the signing date of this contract shall receive a pro-rata increase.

Section 2. Effective January 1, 1981, all members of the bargaining unit on the payroll as of that date shall receive an annual salary increase of eight hundred dollars (\$800.00).

Section 3. The regular rate of pay of a member of the bargaining unit shall be his/her annual salary plus his/her longevity compensation as determined by the provisions of this Agreement divided by the number of regular pay periods during the calendar years 1979 and 1980.

ARTICLE V

EMPLOYEE WORK SCHEDULE

Section 1. The work day for members of the bargaining unit assigned to the Municipal Offices shall consist of six (6) working hours, with one (1) hour off without pay for lunch and the assignment of an additional two (2) hours on one (1) night of the normal work week to constitute the work week as provided in Section 4. hereof.

Section 2. The work day for members of the bargaining unit assigned to the Police Department and the Public Works Department shall be in accordance with a schedule agreed upon and approved by both the employee and the department head of the respective department and shall constitute the work week as provided in Section 4. hereof.

Section 3. During the normal work day, a member of the bargaining unit shall be entitled to one (1) fifteen (15) minute break during the before noon and one (1) fifteen (15) minute break during the after noon hours of work.

Section 4. The employee work week shall consist of a total of thirty-two (32) working hours per week, Monday through Friday only.

ARTICLE VI

OVERTIME COMPENSATION

Section 1. Each member of the bargaining unit shall be paid overtime compensation at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked in excess of forty (40) hours in any work week.

Section 2. If a member of the bargaining unit is called into work other than his/her normally scheduled work day, such employees shall be guaranteed four (4) hours of pay.

Section 3. If a member of the bargaining unit works sufficient hours to qualify for overtime pay, such member of the bargaining unit shall have the option to take compensatory time at the equivalent of straight time in lieu of overtime pay at a time mutually agreeable with the immediate supervisor and the employee.

ARTICLE VII

EMPLOYEE RIGHTS

Section 1. No permanent employee who has served his/her probationary period shall be disciplined, reprimanded, reduced in compensation or job classification without just cause. If any member of the bargaining unit participates during working hours in scheduled negotiations or grievance proceedings, he/she shall suffer no loss in pay or change in scheduled duty hours.

Section 2. Other than working hours, the Union shall have the right to use Municipal buildings at all reasonable hours for meetings upon notification to the Borough Clerk.

Section 3. Other than working hours, the Union shall have the right to use Municipal facilities and equipment, including typewriters, mimeographing or other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

Section 4. Any member of the bargaining unit who is a member of the Fire Department and/or First Aid Squad on a voluntary basis shall be granted time off with pay when emergency calls require attendance to perform the necessary duties.

Section 5. Time necessary for appearance in any legal proceeding, other than that connected with any form of legal or illegal Union activity, connected with the employee's employment or with the Municipal Offices if the employee is required by the Court to be present, such employee will suffer no loss of pay and such time shall be considered as work time in computing overtime pay, if necessary.

ARTICLE VIII

SENIORITY

Section 1. Newly hired permanent employees shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status, and all seniority and permanent employees security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated any time during said period without recourse what so ever.

Section 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

Section 4. An employee shall lose all seniority rights for any one or more of the following reasons, but not limited to these reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate;
- (d) Failure to be recalled after lay off for a period in excess of twelve (12) calendar months.

Section 5. Seniority shall be among the factors considered for any employee seeking either a promotion or transfer to any position resulting in a pay increase or increase in responsibilities or duties.

Section 6. Seniority shall be the prime consideration in the selection of vacation time.

Section 7. In the event of a general reduction in force, the Union shall be notified and a meeting shall be held between the Employer and the Union at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

Section 8. An employee laid off during the general reduction in force and who is recalled and reinstated to his former position shall receive his former rate of pay or the current wage for his position, which ever is the higher.

Section 9. Any notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee. It is the responsibility of the employee to keep the Municipal Office informed of his current address.

ARTICLE IX

HOSPITAL AND MEDICAL INSURANCE

Section 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the ordinances of the Borough of Point Pleasant.

ARTICLE X

VACATION

Section 1. During each year of this Agreement, each full time member of the bargaining unit shall be entitled to vacation with pay at his/her regular rate of pay as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
A) Up to one (1) year.	One (1) working day for each month of service.
B) Second through fifth year.	Twelve (12) working days.
C) Sixth through tenth year.	Fifteen (15) working days.
D) Eleventh through fifteenth year.	Eighteen (18) working days.
E) Sixteenth through twentieth year.	Twenty-one (21) working days.
F) Twenty-first through twenty-fifth year.	Twenty-four (24) working days.

- G) Twenty-sixth year and thereafter. Twenty-seven (27) working days.
- H) During the final year of employment, one twelfth (1/12th) of annual vacation based upon years of service for each month of service.

Section 2. Scheduling of vacation shall be subject to supervision of the department head in accordance with sound departmental administrative requirements, however, scheduling of vacation time shall be based upon seniority provided that such requests for vacation time are filed with the proper departmental head according to existing practice and procedure.

ARTICLE XI

HOLIDAYS

Section 1. The following days are recognized as holidays and members of the bargaining unit shall not be required to work on such days however they shall be paid their regular rate of pay for a normal working day:

- | | |
|--------------------------|---------------------|
| A) New Year's Day | G) Labor Day |
| B) Lincoln's Birthday | H) Columbus Day |
| C) Washington's Birthday | I) Thanksgiving Day |
| D) Good Friday | J) Veteran's Day |
| E) Memorial Day | K) Election Day |
| F) Independence Day | L) Christmas Day |

Section 2. In the event that any day of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3. In the event a holiday named in this contract shall fall on a Saturday or a Sunday or during an employee's vacation period, such employee shall receive an additional days' vacation but shall not receive a days' pay for the holiday.

ARTICLE XII

SICK LEAVE

Section 1. Each permanent full time member of the bargaining unit is granted fifteen (15) working days sick leave with pay each calendar year. Members of the bargaining unit with less than one (1) year of service shall receive one (1) day of sick leave per month of service with pay, from the day of regular employment up to and including December 31st next following the day of employment, and fifteen (15) days sick leave with pay for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate but not take sick leave.

Section 2. Sick leave not taken in any one (1) year shall accumulate from year to year, and each member of the bargaining unit shall be entitled to use such accumulated sick leave with pay if and when needed.

Section 3. The Employer may require the certificate of a reputable physician in attendance as proof of illness or injury of the member of the bargaining unit or of the need for his/her attendance upon a member of his/her immediate family, for leaves under the following conditions:

- a) Leave taken the day immediately prior to or immediately following an authorized paid holiday as specified in this Agreement or a vacation;
- b) Three (3) consecutive days of absence for reasons of illness;
- c) Absence on sick leave for three (3) days or more in any one (1) month or an unacceptable pattern of absence on sick leave;
- d) Said certificate may be required by the department head or the governing body and, in addition thereto, the governing body may require the member of the bargaining unit to be examined by a physician of the governing body's choice at his own expense.

Section 4. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such member of the bargaining unit is paid under provisions of Chapter XV of Title 34 of the revised statutes of New Jersey for temporary disability for the period of time that such member shall be absent from work on sick leave.

Section 5. Sick leave is hereby defined to mean absence from post of duty of employee due to illness, injury, exposure to contagious disease or attendance upon the member of the bargaining unit's immediate family being seriously ill or injured and requiring the care and attendance of such member of the bargaining unit.

ARTICLE XIII

OTHER LEAVES OF ABSENCE

Section 1. The Employer may grant upon written request of the employee a leave of absence without pay.

Section 2. - Maternity Leave. The Employer shall grant maternity leave without pay to any member of the bargaining unit upon request subject to the following stipulations and limitations:

- a) The Employer may request a certificate by a reputable physician relating to the employee's physical condition. The leave granted for maternity purposes shall be for a reasonable period of time, however, not to exceed six (6) months.
- b) Any member of the bargaining unit who is physically disabled during the period of maternity leave shall be entitled to use sick leave for the number of days specified by her physician's written statement.
- c) Upon return from leave granted pursuant to this section, a member of the bargaining unit shall be considered as if he/she

were actively employed by the Employer during the leave, and shall be placed upon the salary schedule at the level he/she would have achieved if he/she had not been absent. Seniority will not accumulate during a period of leave of absence without pay.

- d) All benefits to which a member of the bargaining unit was entitled to at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same category of position which he/she held at the time said leave commenced.

Section 3. - Bereavement Time. In the event of a death in his/her immediate family, as hereinafter defined, an employee shall be granted three (3) working days leave from duty with pay, which day shall not be charged against either sick leave, holiday or vacation time.

The immediate family is hereby defined as parent, spouse, child, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild of the member of the bargaining unit.

Section 4. - Jury Duty. Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid full pay less the amount of his jury duty pay.

ARTICLE XIV

LONGEVITY COMPENSATION

Section 1. In addition to the annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percent of Annual Pay</u>
A) After three (3) full years.	One Percent (1%).
B) After six (6) full years.	Two Percent (2%).
C) After nine (9) full years.	Three Percent (3%).
D) After twelve (12) full years.	Four Percent (4%).
E) After fifteen (15) full years.	Five Percent (5%).
F) After eighteen (18) full years.	Six Percent (6%).
G) After twenty-one (21) full years.	Seven Percent (7%).
H) After twenty-four (24) full years.	Eight Percent (8%).

ARTICLE XV

RETIREMENT BENEFITS

Section 1. It is in the best interests of the Borough of Point Pleasant to encourage employees to commit themselves to lifetime careers of public service, and to that end, to assure that employees who do devote their lives to such careers receive adequate retirement benefits.

Section 2. For purposes of computing both employee and Employer contributions to the Public Employees Retirement System, the remuneration upon which such contributions are calculated shall be the sum of each respective employee's annual salary plus his/her longevity compensation.

ARTICLE XVI

DUES DEDUCTION

Section 1. The Employer agrees to deduct from the salaries of those employees covered by this Agreement, dues for the Union as said employees individually and voluntarily in writing authorize the Borough to deduct. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9E. Said monies together with records of any corrections shall be transmitted to the Union by the Employer.

Section 2. The Union shall certify to the Borough, in writing, the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Employer in writing prior to the effective date of such change.

Section 3. The Union agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds.

ARTICLE XVII

SAVINGS CLAUSE

Section 1. The parties agree that if any provision of this contract or the application of this contract as it applies to any member of the bargaining unit or set of circumstances shall be held invalid, then the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby.

DURATION

Section 1. This Agreement shall become effective as of the first day of January 1980 and shall remain in full force and effect and will expire on the 31st day of December 1981.

Section 2. The Union shall have the right to open negotiations between September 1, 1981 and December 31, 1981 for a successor Agreement.

BOROUGH OF POINT PLEASANT

Dated: 6/10/80

By Peter A. Malone

By _____

CLERICAL EMPLOYEES OF THE BOROUGH OF
POINT PLEASANT

Dated: 6/10/80

By Judith A. Blech, Vice President

By Janice Vandenberg, Treasurer

MEMORANDUM OF UNDERSTANDING

In consideration of agreements reached during negotiation between the Borough of Point Pleasant and the clerical employees of the Borough of Point Pleasant, the parties have agreed upon the following to be signed as a Memorandum of Understanding:

- 1) Sue Johnson is a confidential employee within the meaning of the Act and as such shall not be a member of the Bargaining Unit.
- 2) Sue Johnson shall receive a seven hundred dollar (\$700.00) annual increase effective January 1, 1980 and effective January 1, 1981, an eight hundred dollar (\$800.00) annual increase.
- 3) For that working time other than her regular scheduled work week, during which Sue Johnson is performing the confidential duties for the Borough Council which form the basis for her designation as confidential employee, Sue Johnson shall be paid double her regular rate of pay based upon her regular computed hourly rate.

For the Mayor and Borough Council:

Peter A. Marone

For the Clerical Employees of the Borough of Point Pleasant:

Judith A. Black, Vice President
Janice Van der Neut, Treasurer