

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF KEANSBURG**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**LOCAL 1032**

**July 1, 2009 through December 31, 2011**

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## Preamble

THIS AGREEMENT is made and entered into on the 1<sup>st</sup> day of July, 2009, by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as the "Borough" and the Communications Workers of America, Local 1032, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve harmonious and economic relations between the Borough and the Union and to establish a basic understanding relative to the rates of pay, hours of work, and other conditions of employment consistent with the law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal Laws and City Ordinances and Regulations may have application to the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that the law does not apply where relevant, and

WHEREAS, the Borough Manger of the Borough of Keansburg has negotiated with the members of the Union with regard to this Agreement, and

WHEREAS, this Agreement has been approved by the Borough Council of the Borough of Keansburg.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

### **ARTICLE 1** **RECOGNITION**

1.1 The Borough hereby recognized the Union as the exclusive and sole representative for collective bargaining negotiations concerning salaries, hours, disciplinary actions, disciplinary matters, and other terms and conditions of employment for all regular full-time and part-time employees of the Borough of Keansburg, New Jersey, exclusive of Police Officers and other employees as excluded by the Public Employer-Employee Relations Act.

1.2 Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all full-time and part-time persons represented by the Union in the above-defined negotiations.

## **ARTICLE 2**

### **DURATION OF AGREEMENT**

The term of this Contract shall be from July 1, 2009 through December 31, 2011 effective in accordance with the salary scale and base salary increases and fringe benefit provisions as set forth specifically herein.

2.1 The Union shall, through its membership and elected officers, ratify this Agreement without modifications, deletions, or omissions unless there is exercised the future bargaining provisions as the fringe benefits as set forth specifically herein.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.1 The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To regulate hours of employment to best meet the needs of the Borough.
4. To suspend, demote, discharge, or take other disciplinary action for good and just cause accordingly to law.

- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited to only the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of New Jersey and of the United States and Ordinances of the Borough of Kearsburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.
- 3.3 Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties, and responsibilities under R. S. 40 and R. S. 11, or any other national, state, county, or local laws or ordinances.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

- 4.1 The Borough hereby agrees that all full-time and part-time named employees shall have the right freely to organize, join, and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid protection. The Borough agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Union activities.

The Borough shall not discriminate against any employee because of any political affiliation.

- 4.2 It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin, political affiliation, or religious belief.

- 4.3 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation (or deprived from any professional services) without just cause.
- 4.4 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**5.1 General:**

It is recognized that a complaint may arise between the Borough and the Union, or between the Borough and any one or more employees, concerning the meaning or application of, or compliance with, any section of this Agreement. The Borough and the Union earnestly desire that such complaints or grievances shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise will be kept as informal as may be appropriate and is outlined hereafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

**5.2 Procedure to be followed:**

The Union and the Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Department of Personnel regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Borough, and subject to the provisions of the Department of Personnel regulations.

A grievance shall be settled in the following manner:

**Step One:**

The aggrieved shall institute action within five (5) working days after the event giving rise to the grievance that has occurred, or within ten (10) working days after the discovery of the incident by the employee, Union, or Borough, and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the five (5) working days shall be deemed to constitute an abandonment of the grievance.

The Union understands that immediate supervisors have no authority to settle a grievance that will affect the Borough financially without the additional approval of the Borough Manager.

**Step Two:**

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) working days after the answer to the first step. The Borough Manager shall set a meeting within five (5) working days after the request or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Manager with the Union Representative or the Union Attorney, if requested by the grievant.

The Borough Manager's answer to the second step shall be delivered to the Union within five (5) working days after the meeting.

**Step Three:**

In the event the grievance is not resolved to the satisfaction of any parties herein referred to, it shall be submitted to the New Jersey Department of Personnel.



If such grievance is one of the Department of Personnel Statutes other than that covered by Title II, it shall be taken to binding arbitration in the following manner:

Within five (5) working days after the completion of Step Two, the individual grievant, the Union, or the Borough may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his/her decision shall be final and binding on all parties. Costs of the arbitrator shall be borne equally between the Borough and the Union. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his/her decision within thirty (30) working days of the hearing.

**BOROUGH GRIEVANCES:**

Grievances initiated by the Borough shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance that has occurred. A meeting will be held within five (5) working days after the filing of the grievance between the Borough Manager, the Borough Attorney, and the Union and its Attorney in an effort to adjust the differences between the parties, and in the event that grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

**ARTICLE 6**

**AUTHORIZED SALARY DEDUCTIONS**

- 6.1 The Borough, in compliance with Chapter 233, P. L. 1969, agrees to the following conditions.
- A. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues as directed on the authorization card or letter of authorization.
  - B. The amount of monthly dues will be certified in writing by the Union and the amount shall be uniform for all members.

- C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required 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.
- D. Dues deducted from an employee's pay will be transmitted by check as directed as soon as practicable after the deductions have been made.
- E. A new authorization card will automatically cancel any prior deduction authorizations on file with the Borough.
- F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards or letter of authorization submitted by the Union to the Borough.
- G. If, during the course of this Agreement, CWA Local 1032 effects a change in the rate of membership fees, CWA Local 1032 will notify the Borough in writing of said increase.
- H. Each employee covered by this Agreement shall be required to pay a fee equal to eighty-five percent (85%) of the annual dues of CWA Local 1032 unless said employee is a member of said Union. Such fees will be deducted from employee's salaries in the same manner as dues. These provisions are in compliance with the existing New Jersey Statutes.

**ARTICLE 7**  
**SALARIES**

- 7.1 The minimum salary scale as of July 1, 2009 for each of the classifications in the bargaining unit shall be listed in Schedule A, attached hereto and made a part hereof.

- A. Effective July 1, 2009, all employees shall receive a three (3%) percent increase in their salary.
- B. Effective January 1, 2010, all employee shall receive a three (3%) percent increase in their salary.
- C. Effective January 1, 2011, all employees shall receive a three (3%) percent increase in their salary.
- D. All increases shall be added to the starting salaries.

7.2 Public Works employees who are required to have a CDL License shall receive an additional one-time adjustment of five hundred dollars (\$500). Employees who obtain the required CDL License in the future will also receive the adjustment.

7.3 Each employee shall be paid twenty-six pays per year.

7.4 The salary ordinance, and Schedule A, Minimum Salary Scale, shall be strictly adhered to by the Borough and its employees.

7.5 In the event of an employee's death, retroactive payment due the employee shall be paid to the beneficiary as indicated on the P. E. R. S. retirement forms.

7.6 The retroactive payment for the period of July 1, 2009 to the date of the signing of this Agreement shall be made to all individuals for their proportionate share of any increase whether or not on the date of signing of this Agreement they are presently employed.

## **ARTICLE 8**

### **ADDITIONAL BENEFITS**

8.1 All Department of Public Works' employees shall be allowed two (2) coffee breaks per day; time to be established by the Superintendent of the Department of Public Works. Said coffee break shall not exceed fifteen (15) minutes per break.

All Department of Public Works' employees shall be entitled to a one-half (1/2) hour dinner break, after working continuously for ten (10) hours or after 7:30 p. m.

Effective July 1, 2009, all Department of Public Works' employees shall receive a seventeen dollars (\$17) meal allowance after working continuously for eleven and one-half (11-1/2) hours.

- 8.2 Communications Operators – effective July 1, 2009, a five hundred dollar (\$500) per year matron duty stipend, limited to Communications Operators who are trained and perform matron duty on a regular basis, shall be paid.

Communications Operators shall have two paid breaks per shift; to be established mutually with the Chief of Police. Said breaks shall not exceed fifteen (15) minutes per break.

Employee lounge located on the second floor of Borough Hall is available to be used as a lunch room for municipal employees.

Water and Sewer Department employees who have added DEP licenses pertaining to their job description shall be entitled to one thousand dollars (\$1,000) each year of the contract for each license held, provided their licenses are maintained in good standing and approved by the Superintendent of the Water and Sewer Department. Payment to be made the first payday in September.

Employees required to work in *out-of-title work* shall receive twenty dollars (\$20) per diem provided the *out-of-title work* is performed for a minimum of one (1) day with prior written authorization.

## **ARTICLE 9**

### **LONGEVITY PAY**

- 9.1 All full-time employees shall be paid longevity based on the following:

- After five (5) years of service, five hundred dollars (\$500) paid on anniversary date.

- After ten (10) years of service, one thousand dollars (\$1,000) paid on anniversary date.
- After fifteen (15) years of service, one thousand five hundred dollars (\$1,500) paid on anniversary date.
- After twenty (20) years of service, two thousand dollars (\$2,000) paid on anniversary date.
- After twenty five (25) years of service, two thousand five hundred dollars (\$2,500) paid on anniversary date.
- After thirty (30) years of service, three thousand dollars (\$3,000) paid on anniversary date.

9.2 All current employees shall have the choice of either receiving longevity as a lump sum or having it put in their base pay. Employees must make this choice by January 30, 2007 and cannot change the method in which they receive their longevity for the life of this contract. All future bargaining unit members will have longevity as part of their base pay.

9.3 All school crossing guards, after five (5) years of service, will receive longevity pay of one ~~and one-half percent (1-1/2%)~~ based on hours worked.

9.4 Schedule B, Longevity List, attached hereto and made a part hereof, lists the names of the current employees along with their date of hire, which shall act as their anniversary date.

9.5 In the event an employee is terminated/retired prior to the anniversary date of said employee the employee will be paid a lump-sum longevity calculated in accordance with this Article prorated over the amount of days worked in the employee's longevity year. Any employee suspended shall forfeit longevity prorated on the period of suspension.

9.6 While an employee is absent from work, utilizing sick time – sick, vacations, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time along with longevity is not earned.

- 9.7 In the event of an employee's death prior to the anniversary date of said employee, the beneficiary as indicated on the P. E. R. S. retirement forms, will be paid a lump sum longevity calculated in accordance with this Article prorate over the amount of days worked in the employee's longevity pay.

#### **ARTILCE 10**

#### **OVERTIME/HOURS OF WORK**

- 10.1 The Borough has the right to schedule overtime work as required in a manner most advantageous to the Borough and consistent with the requirements of the Borough, the public interest, and applicable law.
- 10.2 Overtime opportunities will be distributed as on a seniority rotation basis among employees in the same job classification, department, and shift. It is specifically understood and agreed that in the event a Communications Operator's positions is unfilled, the list of Communications Operators shall be canvassed prior to any other persons being solicited.
- 10.3 Overtime compensation shall be paid as follows:
- Department of Public Works employees shall be paid for all time over forty (40) hours per week in their regular pay at time and one-half (1-1/2).
  - In lieu of overtime pay, employees may request compensatory time or the Borough may offer compensatory time.
  - All overtime work must be approved in advance.
- 10.4 Employees in the Department of Public Works, when called upon to work an emergent situation on weekends or holidays shall receive no less than three (3) hours pay at overtime rate for each time they are called to work.
- 10.5 During the summer months when the beaches are open, unit members will not be required to work on beaches when the outdoor temperature becomes excessive in accordance with OSHA guidelines.

**ARTICLE 11**

**Holidays**

11.1 The following holidays shall be paid holidays. Employees shall be compensated at their regular rate of pay for sixteen (16) paid holidays per year as follows:

New Years Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

11.2 Payment shall be in the following manner if the same is due and owing to employees whose employment is based on round-the-clock operation and who work shifts. Seven (7) of the holidays shall be paid on the first payday in July and the balance of nine (9) shall be paid on the first payday in December.

11.3 Communications Operators will receive holiday pay based on seven (7) hours per paid holiday; forty-nine (49) hours paid on the first payday in July, and the balance of sixty-three (63) hours paid on the first payday in December.

**ARTICLE 12**

**VACATION TIME**

12.1 Employees shall be granted a vacation, if earned, each year. Vacation may be taken anytime in the year; however, the Borough reserves the right to limit the number of employees taking vacation during the months of June, July, and August. Vacation shall be earned in the following manner prorated the fifth (5<sup>th</sup>), eleventh (11<sup>th</sup>), and eighteenth (18<sup>th</sup>) years, on the employees anniversary date.

**YEARS OF EMPLOYMENT**

**VACATION EARNED**

First (1 <sup>st</sup> ) year	Twelve (12) days
Two to Five (2-5) years	Fifteen (15) days
Six to Ten (6-10) years	Eighteen (18) days
Eleven to Seventeen (11-17) years	Twenty-three (23) days
Eighteen (18+) years or more	Twenty-eight (28) days

- 12.2 Employees shall be entitled to buy back up to ten (10) vacation days at the end of each contract year provided written notice is given to the Borough of the buy-back request by May 1<sup>st</sup> to allow for budgetary planning. Compensation for vacation day buy-back shall be received by the 2<sup>nd</sup> paycheck in July.
- 12.3 Permanent part-time employees shall earn vacation on a proportion basis applied to the above schedule.
- 12.4 Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. This determination must be obtained by the employee in writing to guarantee the carry-over provision. Any unused vacation may be carried forward one succeeding year only.
- 12.5 Anything hereinabove to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of vacation time to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled vacation time on a seniority basis.
- 12.6 In the event of an employee's death, payment for accumulated vacation time shall be made to the beneficiary as indicated on the P. E. R. S. retirement forms.
- 12.7 The employee shall provide forty-eight (48) hours written notice to their department head when requesting a vacation day unless it is determined by the Borough Manager that the request is of an extreme emergency.



- 12.8 Employees with twelve (12) hour schedules will have their earned vacation allotment calculated in terms of hours based on the existing seven (7) hour per day schedule.
- 12.9 While an employee is absent from work, utilizing sick time – sick, vacation, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time along with longevity is not earned.

**ARTICLE 13**  
**COMPENSATORY TIME**

- 13.1 Employee shall have the right to sell back up to five (5) compensatory days twice a year (on December 1 and June 1) within one year of being earned.

Effective the date of the signing of this agreement, compensatory time must be approved by the Borough Manager. If approved, any compensatory time accrued must be used by June 30<sup>th</sup> of the following year.

~~This does not affect any compensatory time accumulated prior to the date of the signing of this Agreement.~~

- 13.2 Anything hereinbefore to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of compensatory time to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled compensatory time on a seniority basis.
- 13.3 In the event of any employee's death, payment for accumulated compensatory time shall be made to the beneficiary as indicated on the P. E. R. S. retirement forms.
- 13.4 The employee shall provide forty-eight (48) hours written notice to their department head when requesting use of compensatory time unless it is determined by the Borough Manager that the request is of an extreme emergency.

## ARTICLE 14

### INSURANCE PROGRAMS

#### (Medical, Accidental, Liability, Dental, Disability, Optometric, and Prescription)

- 14.1 It is mutually understood and agreed that the Borough presently has in force Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, and Family Prescription Plan for all full-time employees covered by this Agreement, and substantially the same coverage will be continued in full force and effect. It is mutually agreed that effective January 1, 2010, the Borough will switch to Horizon Blue Direct Access. Effective January 1, 2010, all employees shall contribute 1% of their base salary toward health benefits each year of the Contract.

Effective January 1, 2010 the co-pay for prescriptions shall increase to ten dollars (\$10) for generic and fifteen dollars (\$15) co-pay for non-generic prescriptions and twenty-five dollars (\$25) for Brand. Prescriptions ordered through the mail will have ten dollar (\$10) co-pay for generic for a three (3) month supply and fifteen dollars (\$15) co-pay for a non-generic three (3) month supply.

- ~~14.2 Employees who work part-time may pay, at full cost to the individual, into the group benefits plan offered by the Borough.~~
- 14.3 Each full-time employee covered by the terms and conditions of this Agreement shall receive benefits of a Disability Insurance Program on a share basis of one-half percent (1/2%).
- 14.4 All benefits as stated in the Article (Article 14) shall apply to full-time employees and all covered retirees pursuant to law.
- 14.5 Effective January 1, 2004, all employees must pay the full deductible on all major medical and hospitalization policies.

- 14.6 Should a prescription drug be a sole source with no generic equivalent, as prescribed by the employee's physician, the co-pay will not exceed ten dollars (\$10). If a prescription is written DNS (Do Not Substitute) and the medicine is non-generic the co-pay will remain ten dollars (\$10).
- 14.7 All employees hired after July 1, 1997, shall accumulate twenty-five (25) years of service to the Borough of Keansburg to be eligible for medical, hospitalization, dental, vision, prescription, and any other future benefit program to be negotiated by the Union upon retirement.
- 14.8 The Borough agrees to provide employees who retire with Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, Family Prescription Plan and any other future benefit program upon retirement, as per State Statute 40A:10-23.
- 14.9 The Borough shall secure and maintain accident and liability insurance for its employees to provide defense for all actions brought against an employee by a third party as a result of Borough employment and operating Borough equipment.
- ~~The Borough shall also provide indemnification to all employees in accordance with the provisions of Borough Ordinance 1303.~~
- 14.10 Any employee wishing to waive medical coverage by the Borough shall be offered fifty percent (50%) of the actual savings to the Borough provided waivers are completed in January of each Contract year and are for a minimum of three (3) months. No monies shall be paid to employees for less than a three (3) month waiver.
- 14.11 The maximum for dental coverage increases from \$1,000 to \$1,500 effective January 1, 2010.

**ARTICLE 15**  
**UNIFORM ALLOWANCE**

- 15.1 All full-time Public Works employees and Building Maintenance employees shall be supplied uniforms by the Borough as per past practice. This shall consist of:

- Five (5) summer trousers
- Six (6) shirts
- Five (5) winter trousers
- Four (4) crew sweatshirts
- One (1) hooded sweatshirt
- One (1) winter jacket

Not wearing proper uniforms shall be grounds for disciplinary action.

Each Public Works' employee shall receive a cleaning allowance of one hundred dollars (\$100) each year on the first payday in July.

15.2 The Borough shall replace five (5) summer tee shirts per Contract year per employee, to be laundered by the employee.

15.3 Safety shoes shall be ordered during January and July of each year. Not wearing proper safety shoes while employed shall be grounds for disciplinary action.

15.4 **Communications Operators**

Communications Operators shall receive a uniform allowance of six hundred dollars (\$600) per year.

Communications Operators shall receive a uniform maintenance allowance of three hundred and fifty dollars (\$350) per year.

Payment for Communications Operators' uniform allowance/maintenance will be made on the first payday in April and the first payday in September.

15.5 **School Crossing Guards**

After forty-five (45) days of employment as a school crossing guard, an initial uniform issue shall be supplied by the Borough. The initial issue shall be comprised of:

- One (1) raincoat
- One (1) rain hat
- One (1) regular hat
- One (1) traffic vest
- One (1) winter coat

Upon resignation or termination of employment, an employee must return his/her uniform before receiving a final paycheck. Failure to do so will result in the cost of paid uniform being deducted from the employee's final paycheck.

15.6 All employees shall be required to properly maintain uniforms.

#### **ARTICLE 16** **EDUCATION BENEFITS**

16.1 The employer, in recognition of its desire that its full-time employees remain well trained, proficient, and current in their field of endeavor, does hereby agree to pay all costs and charges for tuition and credit-hour charges for courses, which the employee takes in his/her field. The Borough Manager, however, will decide in advance whether the proposed course is directly related to the employee's field and will not unreasonably withhold his/her approval of a selected course.

Payment shall be made upon successful completion of courses.

Communications Operators are encouraged to attend all work-related seminars contingent upon budget constraints and at the discretion of the Police Director.

#### **ARTICLE 17** **SICK LEAVE**

17.1 Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service, from the date of the employee's regular appointment, up to and including the first anniversary date of such employment.

- 17.2 After the first year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each full year of employment thereafter.
- 17.3 Sick leave not taken shall accumulate to employee's credit from year to year, and said employee shall be entitled to such accumulation leave with pay if and when needed. The Borough Manager reserves the right to request verification of disability as he/she deems appropriate.
- 17.4 Full-time employees may, at their option, notify the Borough Manager by May 15, 2009, May 15, 2010, and May 15, 2011 of the number of accumulative sick days they desire to sell to the Borough. Said sick time must be accumulated from prior years and may not exceed a maximum of fifteen (15) day sand may be as few as one (1) day.
- 17.5 When an employee retires for reasons of disability, age, or length of service, he/she shall be entitled to fifty percent (50%) of his/her accumulative sick days not to exceed fifteen thousand dollars (\$15,000). The retiring employee shall, if possible, advise the Borough Manager of the employee's intention to retire by May 1<sup>st</sup> of the year prior to the year of retirement so that budget requirements may be met and so provided.
- 17.6 In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the P. E. R. S. retirement form.
- 17.7 The New Jersey Department of Personnel statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.
- 17.8 Employees with twelve (12) hour schedules will have their sick leave allotment calculated in terms of hours based on the existing seven (7) hour per day schedule.
- 17.9 While an employee is absent from work, utilizing sick time – sick, vacation, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time as well as longevity is not earned.

**ARTICLE 18**  
**INJURY LEAVE**

- 18.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury which occurred while the employee was performing his/her duties and covered by Worker's Compensation Insurance.
- 18.2 All payments shall be made concerning injury leave subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proven to have been due to intoxication or willful misconduct on the part of the employee.
- 18.3 If an employee is absent from work due to an accident, illness, or injury covered by Worker's Compensation Insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he/she shall not be entitled to payment of any additional benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.
- 18.4 Employees absent from duty due to accident, illness, or injury covered by Worker's Compensation Insurance will be compensated by the Borough of Keansburg for the difference between the amount paid by the Insurance Company and the regular rate of pay for salaried employees, and, in the case of per diem or hourly employees, at the regular base rate of pay.
- 18.5 The payments enumerated above will be made for a period of not in excess of twenty (20) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval by the Borough Manager. After all injury leave is used, the employee may elect to use any sick leave, vacation, or compensatory time due him/her at the time of his/her injury.

- a. **Use of Injury Leave:** The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Worker's Compensation Act. The employee shall be paid the difference between his/her actual wages and that received from the judgment of New Jersey Worker's Compensation Division.
- b. **Contested Injuries:** Charges may be made against the sick leave accrual if in any case the Borough is contesting that the injury occurred on the job.

In the event that the State determines in favor of the employee, sick leave so charged will be re-credited to the employee's sick leave accrual balances and all payments in excess of the difference be recoverable by the Borough of Keansburg and deducted for future payments to the employee under injury leave.

In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his/her injury, and for vacation leave.

- c. **Medical Proofs:** In order to limit the obligation of the Borough of Keansburg for each and new separate injury, ~~the Borough may require the employee to furnish medical proof or submit to a medical examination by the Borough at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Borough's service.~~

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

- 19.1 The Borough shall grant to each full-time employee a maximum of five (5) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notices is tendered to the Borough Manager.
- 19.2 The immediate family is defined as Mother, Father, Husband, Wife, Son, Daughter, Brother, Sister, or any relative residing in the employee's household.



- 19.3 In the event of death of an employee's Grandfather, Grandmother, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law, the Borough shall grant a maximum of three (3) days leave with pay, provided that prior notice is tendered to the Borough Manager.
- 19.4 In the event of death of an employee's Grandchild, the Borough shall grant a maximum of one (1) day leave with pay, provided that prior notice is tendered to the Borough Manager.
- 19.5 Employees with twelve (12) hour schedules will have their bereavement leave allotment calculated in terms of hours based on the existing seven (7) hour per day schedule.

## **ARTICLE 20**

### **SUSPENSIONS, DISMISSALS, DEMOTIONS, AND PROMOTIONS**

- 20.1 Personnel actions shall be in accordance with New Jersey Department of Personnel Statutes and Regulations.
- 20.2 It is agreed that no clause in this Agreement shall imply any lowering of the working conditions heretofore existing in any division of the Borough.
- 20.3 There shall be a posting of all positions, which are currently open and available, by the Borough Manager.
- 20.4 The employer shall provide CWA Local 1032 and its representatives herein with a bulletin board for its use as well as for the posting of the job openings as set forth in Section 20.3 above on the bulletin board located on the wall in the employee lounge.

## **ARTICLE 21**

### **OUTSIDE EMPLOYMENT**

- 21.1 Employees shall consider their positions with the Borough as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his/her duties and must be approved by the Borough Manager.

**ARTICLE 22**  
**UNION REPRESENTATIVES**

22.1 The Borough agrees to grant time off without loss of regular pay, not to exceed six (6) days to the three (3) Local Union Delegates, to attend Union Conferences and Seminars, provided five (5) days' written notice specifying the dates of the Conference and Seminars is given to the Borough Manager by the Union. A certificate of attendance to the Conference/Seminar shall, upon request by the Borough Manager, be submitted by the representative attending.

22.2 Designated representatives of the Union may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Borough government or normal duties of its employees.

~~22.3~~ Employees with twelve (12) hour schedules who are granted time off under this Article (Article 22) will have such time calculated in terms of hours based on the existing seven (7) hour per day schedule.

**ARTICLE 23**  
**NO-STRIKE PLEDGE**

23.1 It is understood that there shall be no strikes, sit downs, slowdowns, work stoppages, or limitations upon activity or productions during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in, or encourage any such strike, sit down, slowdown, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. The Union shall not be held liable to unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

23.2 The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

23.3 Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

#### ARTICLE 24

#### PERSONAL DAYS

24.1 Five (5) days leave of absence with pay will be granted to each full-time employee, to be referred to as *Personal Days*.

24.2 The employee shall provide forty-eight (48) hours written notice to their department head when requesting use of personal days unless it is determined by the Borough Manager that the request is of an extreme emergency.

24.3 No more than two (2) personal days shall be used in December.

24.4 Said personal days shall not be accumulative and must be utilized each year or forfeited.

24.5 While an employee is absent from work, utilizing sick time – sick, vacation, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time as well as longevity is not earned.

24.6 Employees with twelve (12) hour schedules will have their personal days calculated in terms of hours based on the existing seven (7) hour per day schedule.

**ARTICLE 25**

**JURY DUTY**

- 25.1 Any employee summoned to Jury Duty or as a witness on behalf of the Borough shall receive full pay at the regular rate while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Borough Manager prior to any payment for such service.

**ARTICLE 26**

**SAFETY COMMITTEE**

- 26.1 CWA Local 1032 will provide names of representatives to serve on a joint Health and Safety Committee along with designees of the Borough. The Union representatives shall be from the Police Department, Borough Hall, and Public Works. They shall meet at least three (3) times per year to review conditions in general and to make recommendations when appropriate.

**ARTICLE 27**

**NEW BARGAINING UNIT POSITIONS**

- 27.1 If during the term of this Agreement the Borough creates any new bargaining unit positions, the Borough shall negotiate with the Union to establish a salary scale for that title.

**ARTICLE 28**

**SEVERABILITY OF AGREEMENT**

- 28.1 In the event that any part of this Agreement is found to be illegal by any court of law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of the Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of this Agreement null and void.

- 28.2 Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.
- 28.3 Nothing contained herein shall be construed to deny any employee his/her rights under R. S. VI (Civil Service).

**ARTICLE 29**  
**TERM AND RENEWAL**

- 29.1 This Agreement shall be in full force and effect as of July 1, 2009 and shall remain in effect up to and including December 31, 2011 without any reopening date.
- 29.2 The parties hereto shall commence negotiations for a new Agreement at least ninety (90) days prior to the expiration of this Agreement.
- 29.3 If the terms of a new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed upon shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Keansburg, Monmouth County, New Jersey, on this 27<sup>th</sup> day of January, 2020.

THE BOROUGH OF KEANSBURG

BY: [Signature]  
ANTHONY De POMPA Mayor

BY: [Signature]  
Borough Manager  
THOMAS P. CURICK

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

BY: [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Staff Representative, CWA Local 1032

[Signature]  
National Staff Representative CWA

ATTEST: [Signature]  
Borough Clerk

**MEMORANDUM OF AGREEMENT**

between

**THE BOROUGH OF KEANSBURG**

-and-

**COMMUNICATIONS WORKERS OF AMERICA**

**AFL-CIO, LOCAL 1032**

**RECEIVED**

AUG 04 2010

CWA LOCAL 1032

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is entered into this 11<sup>th</sup> day of ~~July~~<sup>August</sup>, 2010 by and between the Borough of Keansburg ("hereinafter referred to as the "Borough") and the Communications Workers of America, AFL-CIO, Local 1032 (hereinafter referred to as "CWA").

**WHEREAS**, the Borough and CWA are parties to a collective bargaining agreement (the "Agreement") effective July 1, 2009 through December 31, 2011; and

**WHEREAS**, CWA is the exclusive representative for all full-time and part-time employees of the Borough of Keansburg, New Jersey, exclusive of Police Officers and other employees as excluded by the Public Employer-Employee Relations Act; and

**WHEREAS**, the effective date of change in insurance provider is August 1, 2010; and

**WHEREAS**, the Borough has modified the health insurance plan, which in turn changes employee co-pays; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Borough and CWA agree to the following provisions:

1. The term of the existing Agreement which expires on December 31, 2011 shall remain in full force and effect.

2. CWA acknowledges that the Borough has changed the current insurance plan from Horizon Direct Access to the SHBP New Jersey Direct 10(administered by Horizon Blue Cross Blue Shield of New Jersey).
3. All levels of coverage and co-pays remain the same with the exception of the following: Prescription drug co-pays will decrease from \$10/15/25 to \$3.00 for generic and \$10.00 for non-generic. Mail-in co-pays will be \$5.00 for a 3 month supply of generic and \$15.00 for a 3 month supply for non-generic. Doctor co-pays will increase from \$5.00 per visit to \$10.00 per visit. Dental deductibles will increase from \$25.00 per person per year (maximum of 3 individual deductibles) to \$50.00 per person per year (maximum of 3 individual deductibles). If an employee joins the Dental Plan Organization (DPO), there will be no deductible.
4. The parties agree that employees who submitted for reimbursement under the previous health care plan shall be paid through December 31, 2009.
5. ~~The parties agree that all other terms and conditions of the Agreement~~ will remain unchanged and in effect through December 31, 2011. This MOA is incorporated into the parties' Agreement.


This Memorandum of Agreement is hereby executed this 11<sup>th</sup> day of ~~July~~ <sup>AUGUST</sup>, 2010 by duly authorized representative of the Borough and the CWA.

CWA withdraws the Insurance modification grievance of June 24, 2010 without prejudice.



THE BOROUGH OF KEANSBURG

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032, AFL-CIO

BY:   
Raymond B. O'Hare, Borough Manager

BY:   
Sandra L. McGraw, Staff Representative

DATE: 8/2/10

DATE: 8/11/10