

#770

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF WEST LONG BRANCH

AND

LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES

Effective
JANUARY 1, 1999 through DECEMBER 31, 2001

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PREAMBLE

THIS AGREEMENT made and entered into on this _____ day of _____, 199__, between the BOROUGH OF WEST LONG BRANCH, hereinafter referred to as the EMPLOYER, and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES, a labor organization with its principal place of business at 50 Essex Street, Rochelle Park, New Jersey, hereinafter referred to as the "UNION".

WHEREAS, the Union has presented proof that it represents a majority of the Public Works employees, Police Dispatchers, Clerical employees, Public Buildings employees, excluding supervisory and all other employees of the Borough of West Long Branch.

WHEREAS, the Borough of West Long Branch by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for the aforementioned employees.

ARTICLE 1. RECOGNITION

A. The Borough of West Long Branch hereby recognizes the Union as the sole and exclusive bargaining unit consisting of full-time and part-time employees working fifteen (15) or more hours per week employed as Public Works employees, Police Dispatchers, Clerical employees, Public Buildings employees if existing, Parks Foreman and Road Foreman, excluding supervisory and all other employees of the Borough in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment. Further excluded are crossing guards, summer recreation employees and leaf pickers.

B1. Part-time employees (those working less than a full-time schedule) will receive the following fringe benefits only on a prorated basis: holidays, vacations, sick leave, personal leave, bereavement leave and jury duty.

B2. Part-time employees working twenty (20) or more hours per week will receive hospital benefits in addition to benefits noted in Section 1 above.

C. Whenever used herein, the term "EMPLOYEES" shall mean and be construed only as referring to employees in the bargaining unit noted above.

ARTICLE 2. UNION SECURITY

The employer agrees it will give effect to the following form of Union Security:

A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement, will pay a Representation Fee as set forth hereafter.

B. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.

C. Check-Off of Union Fees

(1) The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month, and such deduction made the 1st month shall be a double deduction, and, thereafter, the regular deduction shall apply to dues owed for the following month.

(2) In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union by the fifteenth (15th) calendar day of the following month.

(3) The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

D. Representation Fee

(1) If an employee does not become a member of the Union during any membership year (from January 1 to the following 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 majority representative.

(2) Prior to the beginning of each membership year, the Union shall notify the Employer 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. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

(3) In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

(4) Representation Fee Procedure

a. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

b. The Employer will deduct as the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

[1] Ten (10) days after receipt of the aforesaid list by the Employer; or

[2] Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in

the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

d. 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 and transmission of the regular membership dues to the Union.

e. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

f. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

(5) Computation of Fair Share Fee

a. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representatives but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the cost of financial support of political causes or candidates except to the extent

that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

b. The majority bargaining representative shall provide, sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the Borough and to all employees within the unit as shall be determined by a list of such employees and furnished by the Borough, the information necessary to compute the fair share fee for services enumerated above.

c. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Borough and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

(6) Challenging Assessment Procedure

a. The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Article. Said procedure shall consist of an appeal of the individual assessment to the Borough Council at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Borough and the challenging employees by the majority bargaining representative and allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the Borough Council shall be made in writing with copies to the Borough and the challenging employee. Any challenging employee who disagrees with the determination of the Borough Council shall have the right, within twenty (20) days of said notice of the determination to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

b. In the event the challenge is filed, the deduction for fair share shall be held in escrow by the Borough pending final resolution of the challenge.

(7) Association Responsibility

The Union assumes responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

(8) Miscellaneous

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 Employer in reliance upon salary deduction, authorization cards submitted by the Union to the Employer and/or fair share fee information furnished by the Union or its representatives.

ARTICLE 3. GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation, or violation of this Agreement.

B. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.)

C. Procedure

(1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal and decision. (If the grievance is unanswered by Management within the time limits, it is assumed

that the grievance is denied, and the Union has the absolute right to proceed to the next step.)

(2) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the union has the absolute right to proceed to the next step.)

(3) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the Shop Steward shall serve the same upon the Employer. Within five (5) working days thereafter, the grievance shall be discussed between the director of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.)

(4) If the decision given by the Director of the respective Department does not resolve the grievance, the Union shall notify the Mayor and Council within five (5) working days of its desire to meet with the Department Head and the Mayor and Council, who shall meet with a representative of the Union within ten (10) working days after receipt of the notice by the Mayor and Council. A written decision shall be given to the Union within five (5) working days thereafter. If the grievance is not answered within the time limit, the Borough shall be considered as denying the grievance.

(5) In the event the grievance is not satisfactorily settled by the meeting between the respective Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of the Board, who shall have the full power to hear and determine the dispute, and the Arbitrator's decision shall be final and binding.

D. The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall have

no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

E. The cost for the service of the arbitrator shall be borne equally between the Employer and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

ARTICLE 4. SENIORITY

A. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire on a department basis, with the employee with the longest length of continuous and uninterrupted department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hire as a full-time employee with the Employer.

B. New employees retained beyond probationary period shall be considered regular employees, and their length of service with the Employer shall begin with the original date of their full-time employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

C. Probationary Period

(1) The first thirty (30) days of employment for all new employees shall be considered a probationary period. Upon notice by the Employer, the aforementioned probationary period shall be extended an additional thirty (30) days and, upon further notice by the Employer, shall be extended a further thirty (30) days for a total of ninety (90) days.

(2) During the aforementioned probationary period(s), the Employer may discharge such employee for any reason whatsoever. An employee discharged during this period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

D. Job Vacancies, Promotions

(1) The Employer agrees to give preference to promotion and advancement to the then current employees. Employees will be considered on the basis of seniority and basic ability to perform the work required.

(2) Except as hereinafter provided in Section 4, if a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for three working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). If no employees have bid for the job by the end of the posting period, the Employer has the right to transfer or hire from the outside to fill such job. Employees wishing to bid for said posted jobs shall sign their names to the notice.

(3) Following the above prescribed period, the Employer shall award the posted job to the most senior employee who signed the posting and who has the basic ability to perform the job. Final determination as to which employee shall be awarded the posted job shall be made by the Employer.

(4) If a newly created job or open job involving a skilled trade, such as mechanic, exists, the Employer shall have the right to advertise such job opening on the outside simultaneous with the posting procedure hereinabove specified. The Employer shall make a final determination as to which applicant shall be awarded the job based upon ability and, where applicable, seniority.

(5) The Employer shall establish the hourly rate for any new or materially changed job.

(6) In the event an employee is temporarily transferred to a higher pay classification and performs the duties of

that classification for a period in excess of five (5) consecutive work days, the employee shall receive the rate of pay for the higher classification for the period of time during which said employee is so transferred and so performed the duties of the higher rated classification. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

ARTICLE 5. FORCE REDUCTION

A. In reductions or restoration of the working force, the employee with the least seniority shall be laid off first and in re-hiring, the last employee laid off shall be the first to be re-hired. In both the case of reductions and restoration, the employees retained and/or restored to employment must be qualified and have the ability to do the remaining work. In no event shall there be more than one (1) "bump" as the result of reduction in force or restoration of the working force.

B. An employee's seniority shall cease under the following conditions:

- (1) Discharge for cause
- (2) Resignation
- (3) Failure to report to work no later than the regular shift beginning on the fourth calendar day following the date a notice is mailed to the last address of the employee contained in the department files in the case of restoration of the work force.
- (4) Layoff of more than six (6) consecutive months.

ARTICLE 6. HOURS OF WORK AND OVERTIME

A. Hours of Work

(1) The normal work week for the Department of Public Works shall be Monday through Saturday, inclusive, and shall comprise forty (40) hours, exclusive of lunch. The current employees who are working thirty-five (35) hours per week may continue to do so.

(2) The normal work week for clerical employees will be Monday through Friday, inclusive, and shall consist or comprise thirty-five (35) hours per week exclusive of lunch. The

current employees who are working thirty (30) hours per week may continue to do so.

(3) The normal work week for Police Dispatchers shall be forty (40) hours per week inclusive of lunch.

B. All work in excess of the normal work week to and including forty (40) hours per week worked or paid for those employees on less than a forty (40) hour week, shall be paid for at straight time, the regular rate. Work in excess of forty (40) hours per week, time worked or paid for, shall be compensated at the rate of time and one-half of the regular hourly straight time rate. For those employees working a work week of Monday through Friday, work performed on Saturday shall be paid at time and one-half the regular straight time rate and work performed on Sunday shall be paid at two times the regular straight time rate provided the employee has also worked the preceding six (6) consecutive days. In the event such employee noted in the preceding sentence does not work on Saturday but does work on Sunday, such employee shall be paid at time and one-half (1-1/2) the straight time rate for work performed on Sunday.

C. In the event an employee is called back to work after the conclusion of a normal work shift, at a time other than contiguous to the work day, the employee will be entitled to a minimum of two (2) hours pay at time and one-half (1-1/2) the regular straight time rate of pay.

D. Except in the case of emergency or in the event of performance of an assigned job, no seasonal or part-time employees shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if the regular permanent employees are on a temporary layoff due to a reduction in force.

E. Employees shall be granted no more than fifteen (15) minutes coffee break in the morning and no more than fifteen (15) minutes coffee break in the afternoon without loss of pay.

F. When an employee is called in on weather emergency, and if the employee works eight (8) hours or more, said employee shall be granted a one-half (1/2) hour meal period at no loss of pay for such meal period, and shall be granted an additional one-half (1/2) hour meal period for each four (4) hours worked over the above mentioned eight (8) hours. At such meal period, the employee shall be reimbursed for his meal at the rate

of \$5.00 for breakfast, \$5.00 for lunch, and \$8.00 for dinner. Receipts are to be handed in to the supervisor to be reimbursed.

G. DPW planned overtime:

(1) Planned overtime will be scheduled on a rotation basis by seniority.

(2) Refusal to work overtime when scheduled in accordance with Number 1 shall be counted in the rotation.

(3) Switching of overtime is not permitted.

(4) If an employee does not want to work ANY planned overtime, he may do so by having the Supervisor note this on the schedule and signing his approval of the notation.

(5) If an employee wishes to cancel the scheduled planned overtime, it shall be done by notifying the Supervisor prior to 12:00 noon on the working day prior to the planned overtime. This shall be counted in the rotation.

(6) Failure to appear for scheduled planned overtime work without notification to the Supervisor shall be considered failure to appear for work and shall be subject to disciplinary action.

(7) Failure of a majority of DPW employees to participate in scheduled planned overtime causing inequitable distribution of planned overtime will result in a reduction of planned overtime.

ARTICLE 7. HOLIDAYS

A. The following shall be considered as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday (except Police Dispatchers)
Memorial Day
Independence Day
Labor Day
Columbus Day

Election Day
Veterans Day
Thanksgiving Day
Christmas Eve (1/2 day)
Christmas Day
Easter (Police Dispatchers only)

B. Employees who are scheduled to work on any of the above holidays shall receive regular straight time pay for the work performed plus a day's pay for the holiday as such. Employees who are not regularly scheduled to work but who are in fact required to work shall be paid at the rate of time and one-half (1-1/2) their regular straight time pay for all work performed plus a day's pay for the holiday as such. Employees who do not work shall receive a day's pay for the holiday, but must work the scheduled work day before and the scheduled work day after the holiday, unless they are excused, in order to receive pay for the unworked holiday.

C. Holidays will be celebrated on the day designated for observation by the Borough schedule. In the event a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer. Any premium pay for work on a holiday will be for work on the observance day.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

E. Police dispatchers shall receive thirteen and one-half (13-1/2) paid holidays. Payment shall be made in a lump sum on the 15th of November.

ARTICLE 8. VACATIONS

A. The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement:

<u>Length of Service</u>	<u>Vacation</u>
less than 1 year	1/2 day per month (not to exceed 6 days) (not to be used during the first 9 months)
1 through 6 years	2 weeks
7 through 12 years	3 weeks
13 through 20 years	4 weeks
over 20 years	5 weeks

B. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule. In addition, an employee who does not furnish the Employer at least two (2) weeks notice of intention to resign (unless waived by the Employer) and/or employees who are discharged for cause shall not be entitled to any accrued vacation time.

C. The vacation schedule shall be posted by the Employer on January 2nd of each year on the bulletin board and shall remain until February 15th for employees to select vacation periods. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations on the basis of department seniority of its employees. Supervisors shall in any event have the right to schedule vacations so as to permit sufficient manpower in order to maintain adequate coverage during the vacation period.

D. Vacations may be taken any time between January 2nd and December 31st. Any employee not requesting a specific vacation period by the February 15th removal date set forth in Section C above shall have his vacation determined at the discretion of the Department Head.

E. Any employee may carry over up to two (2) weeks vacation for one (1) year only. Any such vacation not taken in the second year shall be lost. Accumulation shall be for one (1) year only, and the entire carried over vacation must be taken in the second year.

F. An employee who is not permitted by the Employer to take vacation due to the press of business may carry over such untaken vacation to the next year. The entire carried over vacation must be taken in the second year.

ARTICLE 9. LEAVES

A. Leaves of Absence Without Pay

(1) Upon making timely application in writing, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such a leave may be granted to employees who are temporarily or physically handicapped to such an extent that they are unable to perform their duties. The granting of extensions of leaves is at the sole option and discretion of the Employer.

(2) Leaves may also be granted without pay to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service. Such leaves are at the sole option and discretion of the Employer.

(3) A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

(4) Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

B. Paid Sick Leave

(1) All present employees will be granted a bank of unused sick time for service prior to January 1, 1987, in the amount of five (5) days for each full year of service.

(2) Commencing January 1, 1987, all present employees will be credited with thirteen (13) sick days per year. New employees hired after September 25, 1987, will accrue one and

one-twelfth (1-1/12th) sick days per month for the balance of their first calendar year of service, and thereafter will be credited with thirteen (13) sick days per year as of January 1 of each year.

(3) Upon retirement, in accordance with the applicable pension plan, employees will receive a lump sum payment for unused sick days in the amount of twenty-eight dollars and fifty cents (\$28.50) per day up to a maximum of five thousand eight hundred dollars (\$5,800.00).

(4) Temporary Disability Insurance - The Employer will apply for coverage under the New Jersey Temporary Disability Benefits Law for employees covered under this Agreement.

C. Verification of Sick Leave

(1) Employees shall present medical evidence to verify illness for the purpose of granting sick leave for absences in excess of three (3) days. In addition, should medical evidence be required under the circumstances to verify any illness for purposes of granting sick leave, the employee may be required to present medical evidence on a case-by-case basis. Such evidence shall include a statement certifying that the employee is fit to return to his or her job. Abuse of sick leave shall be cause for disciplinary action.

(2) The Employer may also require an employee who has been absent because of personal illness, before returning to duty, to be examined, at the expense of the Employer, by a physician chosen by the employee from a panel of physicians designated by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

D. Call-Out Procedure

Department of Public Works employees who cannot report to work because of illness or injury shall call police headquarters (229-5000) prior to their scheduled work day. Employees are required to call each day they will be out. If a D.P.W. employee fails to so notify the borough that he is unable to come to work, the following actions will be taken:

1st Offense--Verbal reprimand, followed by confirmation to employee's personnel file.

2nd Offense--Written warning, with copy to employee's personnel file.

3rd Offense--One-day suspension without pay.

4th Offense--Three-day suspension without pay.

5th Offense--Termination.

Any penalties imposed for a violation of this procedure shall be based on the number of offenses committed by the employee, as set forth in the chart above. This means that, for example, if an employee previously committed an offense of this section, such prior violations will be counted in imposing penalties for any future violations.

E. Personal Leave Days

An employee shall be entitled to one (1) personal day for every four months, not to exceed three (3) personal leave days with pay per annum for the transaction of personal business. Personal leave days with pay may be withheld on the day before or the day following any paid holiday or vacation period at the Employer's option, except in extenuating circumstances. All personal leave days require prior approval from the Employer.

F. Bereavement Leave Pay

(1) Employees will be granted up to three (3) consecutive working days off with no loss of straight time pay in the event of the death of the employee's spouse, child, step-child, parents, parents-in-law, sister, brother, or grandparent. The Employer reserves the right to verify the legal relationship of the family member of the employee and to require proof of death.

(2) Employees shall be granted one (1) day off without loss of regular straight time pay to attend the funeral of an aunt, uncle or first cousin.

G. Jury Duty

An employee who is called for jury duty shall be paid for his regular straight time hours of work for regularly scheduled working time lost. The employee shall reimburse the employer in the amount of the jury fee received by the employee. The employee shall, however, be required to give the Employer prior notice of his call for jury duty. Employees who are on call for jury duty shall report for work while awaiting such call. In the event the employee is required to report for jury duty and such jury duty service is completed with one half (1/2) or more of the employee's workday remaining, the employee shall report for work.

ARTICLE 10. VETERANS RIGHTS AND BENEFITS

A. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right of reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

C. The Employer agrees to allow employees in the reserves or National Guard up to fifteen (15) calendar days to perform their duties in connection with annual active duty for training without impairment of said employee's seniority rights. The Employer will pay the employee the difference between his service pay and his regular straight time hourly rate of pay for the scheduled working time lost.

ARTICLE 11. WELFARE AND PENSION BENEFITS

A. The Employer will provide the following hospital benefits for employees regularly working at least 20 hours per week and their dependents at no cost to the employee:

Blue Cross/Blue Shield - 14/20
Major Medical
Rider J
Delta Dental Program with "Child
Orthodontic Coverage" Rider

B. Employees will have the option of participating in any area HMO or PPO provided there is no additional cost to the employer.

C. The Employer will have the right to change insurance carriers or plans or to self-insure so long as the benefits are substantially similar.

D. If the enabling legislation is enacted, then any full-time employee who is hired after January 1, 1996, shall receive health benefits through either an approved HMO or PPO at the Employer's expense. If any of those employees elect health benefits under the traditional plan, which they may do in writing, such employee shall pay the difference between the PPO premium and the premium for the traditional plan selected, in accordance with that employee's category of coverage (i.e., single, married, family, etc.)

E. Any full-time employee who is hired after January 1, 1996, shall receive dental insurance under the Borough's current plan; however, coverage for these employees or their dependents shall not include orthodontic care.

F. JAMES SPENCE, BRIAN KRAMER and PATRICK O'CONNOR shall be grandfathered under the existing health care coverage (i.e., they shall not be treated as new employees for the purpose of this Article).

G. The Employer will provide health benefits after retirement under Chapter 88 of Public Laws 1974 (amended in Chapter 46 of the Public Laws of 1981) and all amendments to the same. This means the employer will pay for health benefits in the State Health Plan, which shall be non-dental in nature and contain substantially similar benefits to the Plan in effect while the employee was working. This benefit shall accrue to a full-time employee who retires with at least twenty-five (25) years of service. It is understood, however, that if the Plan changes, the employer shall have the right to purchase a substantially similar plan on the same terms as set forth in this section.

H. The employer will provide safety eyeglasses (lenses and frames shall meet ANSI Z87.1 Standard for protective eye wear and ANSI Z80.1 recommendation for ophthalmic prescription lenses) to full-time bargaining unit employees in the Public Works Department, Police Dispatchers and Building Custodian, not to exceed \$175. per year, which will include the cost of the eye exam. The Governing body will consider the need for safety eyeglasses, under this section, for other job classifications within the bargaining unit based upon work practice documentation submitted to the Borough Safety Committee.

I. All employees of the Public Works Department shall continue to be provided at no cost to the employee with:

(1) Two pairs of ankle-top safety shoes (work) per year. (One pair of regular work shoes and the second pair to be insulated boots.) An additional pair of work shoes shall be provided to the Sanitation Lifter in the Department of Public Works for sanitation duties, if required.

(2) Other protective clothing and equipment which in the opinion of the Department Head is necessary to perform the job.

(3) Shield or goggles, prescription type, if necessary.

(4) Work gloves as required or needed.

(5) All safety equipment on hand will be made readily available to all employees.

(6) Uniforms and other protective equipment provided will be worn at all times.

(7) Uniforms and foul weather gear as required shall be provided by the Employer.

ARTICLE 12. DISCHARGE

An employee shall not be discharged except for just cause except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of an employee, except probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

ARTICLE 13. GENERAL

A. It is agreed that both the Employer and the Union will continue in their practice of not discriminating against employees because of race, color, creed, religion, nationality or sex. In addition, no employee shall be discriminated against because of activity or inactivity with respect to Union affairs.

B. No employee shall make or be requested to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

C. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

ARTICLE 14. WAGE RATES, LONGEVITY & RETROACTIVITY

A. All employees shall receive either a 2.00% wage increase to their base pay or a \$500.00 increase to their base pay, whichever is greater, retroactive to January 1, 1999.

B. Effective July 1, 1999, all employees shall receive a 2.0% increase to their base pay, or a \$500.00 increase to their base pay, whichever is greater.

C. Effective January 1, 2000, all employees shall receive a 2.0% increase to their base pay, or a \$500.00 increase to their base pay, whichever is greater.

D. Effective July 1, 2000, all employees shall receive a 2.0% increase to their base pay, or a \$500.00 increase to their base pay, whichever is greater.

E. Effective January 1, 2001, all employees shall receive a 2.0% increase to their base pay, or a \$500.00 increase to their base pay, whichever is greater.

F. Effective July 1, 2001, all employees shall receive a 2.0% increase to their base pay, or a \$500.00 increase to their base pay, whichever is greater.

G. All of the wage increases set forth in the subsections of Article 14 above apply to full-time employees only. Part-time employees will receive, on each of the dates indicated, either a 2% wage increase to their base pay or \$.24 per hour increase to their base pay, whichever is greater.

H. Effective January 1, 1999, BILL WOOLLEY and STANLEY VAN BRUNT, who also perform the duties of Parks Foreman and Road Foreman, respectively, shall receive a one time adjustment of \$1,500.00 per year in addition to their base rate.

I. Effective January 1, 1999, Dispatcher N. TAMBURELLA, who also performs the duties of Records Clerk, shall receive an additional \$1,500.00 per year for that performance.

J. In addition to the wage increase, employees shall receive a longevity bonus in accordance with the following:

After five (5) years of service	\$ 450.00
After ten (10) years of service	\$ 725.00
After fifteen (15) years of service	\$1,000.00
After twenty (20) years of service	\$1,275.00
After twenty-five (25) or more years of service	\$1,550.00

K. The step system for dispatchers is hereby eliminated, except for BRIAN KRAMER and DOUG MORGAN.

L. Any person who was employed during the term of this agreement shall be entitled to the appropriate retroactive pay.

ARTICLE 15. SEPARATION OF SEVERANCE

A. Separation from service of the Employer may result from voluntary resignation of the employee, or by the termination of said employee's services by the appropriate Department Head.

B. Employees who resign will tender their resignation in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and breaking in a successor.

C. Termination of a full-time employee's services can only be accomplished after such recommendation in writing has been referred to, reviewed, and approved by the appropriate Department Head.

E. All employees will, when leaving the service of the Employer, complete and sign the "termination receipt" when receiving their final compensation. This receipt will be filed

in the employee's personal history file as evidence of satisfaction of all claims against the Employer. If the employee refuses to sign the "termination receipt", the employee's supervisor shall place a memo in his personnel file, and provide a copy to the Clerk, indicating that the employee was terminated on a certain date, which memo will be dated and signed by the employee's supervisor.

ARTICLE 16. MANAGEMENT RIGHTS

A. The Union recognizes that the management and administration of all operations, the control of its properties and the maintenance of order and efficiency is vested solely in the Borough of West Long Branch. Accordingly, the Union and the Employer agree that the Employer shall retain all of its management rights, including, but not limited, to the right to:

- (1) Select and direct the working force.
- (2) Hire, suspend, discharge or take other appropriate disciplinary action against any employee for just cause.
- (3) Assign, promote, or transfer employees.
- (4) Relieve employees from duty because of a lack of work or for other legitimate reasons.
- (5) Determine the scheduling and amount of overtime to be worked.
- (6) Decide the number and location of its facilities.
- (7) Determine the work to be performed within the Union.
- (8) Determine the maintenance and repair work to be performed.
- (9) Determine the amount of supervision required.
- (10) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work, and determine the selection, procurement, designing, engineering and control of equipment and materials.

(11) Purchase the service of others by contract or otherwise (e.g. subcontract), except as this right may otherwise be specifically limited in this Agreement. The Employer will notify the union ninety (90) days prior to any subcontracting of work except in cases of emergency.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 17. MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Employer's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Employer during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

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

ARTICLE 18. TRANSFERS

When an employee who was transferred for medical reasons is no longer medically disabled, he shall be returned to his

old department and his seniority shall prevail. Such request for transfer back to the original department shall not be unreasonably denied.

ARTICLE 19. SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 20. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21. DURATION OF AGREEMENT

This Agreement shall be effective January 1, ~~1996~~¹⁹⁹⁹, and shall continue in full force and effect until December 31, ~~1998~~²⁰⁰¹. This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing between sixty (60) and ninety (90) days prior to the expiration date to change or modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers.

LOCAL 911, INTERNATIONAL UNION
OF PRODUCTION, CLERICAL AND
PUBLIC EMPLOYEES

Don Hall B.A.
Thomas Tamburillo

BOROUGH OF WEST LONG BRANCH

Paul Zambrano PAUL ZAMBRANO
MAYOR
Lori Cole LORI COLE
BOROUGH CLERK