

AGREEMENT

Between

TOWN OF KEARNY

And

THE ASSOCIATION OF DEPARTMENT HEADS
& ASSISTANT DEPARTMENT HEADS, INC.

January 1, 2017 to December 31, 2020

OXFELD COHEN, P.C.
60 Park Place
Newark, NJ 07102
(973) 642-0161

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

INDEX

	<u>Page No.</u>
<u>Article No.</u> Agreement of Parties	1
I Recognition and Scope of Agreement	1
II Collective Negotiation Procedure	2
III Conducting Association Business on Employer's Time.....	3
IV Discrimination and Coercion	4
V Pay Treatment for Extended Illness.....	5
VI Association Security	8
VII Wages	10
VIII Hours	12
IX Education Benefits	13
X Overtime	14
XI Vacation	16
XII Death in the Family.....	19
XIII Holidays	20
XIV Health Benefits and Insurance	22
XV Insurance and Automobile Costs	26
XVI Pensions	27
XVII Vacancies	28
XVIII Discharge and Suspension	29
XIX Grievance Procedure.....	30
XX Arbitration	32



Article No.

Page No.

XXI	Longevity	34
XXII	Management of Town Affairs.....	36
XXIII	Personal Days	37
XXIV	Hazardous Work	38
XXV	Leave of Absence.....	39
XXVI	Jury Duty	40
XXVII	Clothing Allowance	41
XXVIII	Commercial Drivers License	42
XXIX	Duration	43

AGREEMENT made as of this 1st day of January 2017, by and between the Town of Kearny (Employer), and the Association of Department Heads and Assistant Department Heads Inc. (Union).

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

WHEREAS, The Association represents the various town officials employed by the Town of Kearny, and;

WHEREAS, the parties desire to enter and agreement for the years 2017-2020;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit (as defined in Article I, Section 2 herein) for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of the following job titles: Assistant Tax Collector, Assistant Tax Assessor, Assistant Building Superintendent, Construction Code Department Officials (consisting of: Building Subcode Official, Plumbing Subcode Official, Fire Subcode Official, Electrical Subcode Official and Inspectors), Assistant Health Officer, Assistant Superintendent Public Works, Assistant Water Superintendent/Water Division, , Municipal Court Administrator, Municipal

Deputy Court Administrator, Library Director and Supervisor. For the purpose of this Agreement, job titles which are part time positions are not entitled to any of the benefits described herein except for those outlined in Section VII, Wages.

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

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

ARTICLE II

COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1. The duly authorized bargaining agent of the parties shall conduct collective negotiations with respect to rates of pay, hours of work or other conditions of employment.

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

Section 3. Employees of the Employer who may be designated by the Association to participate in collective negotiations meeting between the parties for the purpose of the negotiation of a collective negotiations agreement will be excused from their work assignments.

Section 4. Ordinarily not more than three (3) additional representatives of each party shall participate in collective negotiations meetings.



ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

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

Section 2. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two members of the Committee shall be permitted to attend such meeting without loss of pay and then only for a period of three meetings each.



ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, against employees represented by the Association because of the membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

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

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

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

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

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

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

Section 7. No employee shall suffer the loss of any vacation time or sick leave by reason of same falling during any probationary period, provided that said employee passes the probationary period, and is made a permanent employee. Any sick time or vacation time taken during the probationary period by an employee who subsequently successfully completes the probationary period and becomes permanent, shall be debited to that employee in accordance with the terms of this contract governing vacations and sick leave. If during the probationary period an employee suffers loss of pay as a result of absences which otherwise would be chargeable to sick time or vacation time, then upon successful completion of the probationary period, the employee may require the employer to reimburse him/her for such loss of pay and to debit the employee proportionately in accordance with the terms of this contract governing vacation and sick leave. In calculating service with the municipality for purposes of vacations, sick leave, longevity or any other benefits due to employees, employment shall include any time served during a probationary period.

Section 8. Effective January 1, and annually thereafter, during the term of the contract, the Employer and the Association agree to an incentive plan for sick leave, whereby all employees who do not use a certain part of their annual allotted sixteen (16)

sick days shall receive a one-time bonus payment as follows:

Unused Sick Days	Amount for unused days
0	\$100.00
1	\$80.00
2	\$60.00
3	\$40.00
4	\$20.00

Use of more than 4 days in one calendar year, will result in no payment. The parties agree that this one-time annual bonus, if payable, shall be made no later than June 1st in the years following the year in which it is earned. It is further understood and agreed that this incentive plan shall not diminish any other rights in the agreement between the parties hereto.

It is understood and agreed that this bonus is being paid based upon a one hundred percent (100%) attendance record. In the event any employee is injured and/or sick and accordingly does not use their annual allotted sick leave, for example, Article V, paragraph 5 hereof, such absence will disqualify the employee from receiving any additional payments under the incentive plan for sick leave set out herein.

Section 9. Consistent with applicable law, employees on extended leave for any reason shall call their supervisor on Monday of each week with a status update of anticipated date for return to work.

ARTICLE VI

ASSOCIATION SECURITY

Section 1. Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees covered by this Agreement, initiation fees, dues and assessments as required by the Association and other Association rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Association official monthly on a regular basis.

Section 2: Representation Fee

- a) Purpose of Fee – If an employee does not become a member of the Association during any membership year (January 1st to December 31st), which is covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative. Once during each membership year, covered in whole or part by this Agreement, the Association will submit to the Town a list of those employees who have not become members of the Association for the then current membership year.
- b) Notification – Prior to beginning of each membership year, the Association will notify the Town in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

- c) Certification – The Association will certify to the Town before the start of each membership year that amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.
- d) Demand and Return – The Association agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such system to the Town.
- e) The Association shall indemnify and hold the town harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other costs and expenses that may arise out of or by reason of any action taken or not taken by the Town in conformance with this Article.
- f) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

ARTICLE VII

WAGES

Section 1. The Employer does hereby agree that it shall review the current job titles and salaries paid to all member of the Association. The Employer further agrees that after it has finished said review, it shall meet with the negotiating unit of the Union to review the job titles and annual salary payments. It is understood and agreed by and between the parties that the Employer shall be under no commitment or requirement to change any job title of salary payments made.

Section 2. The following wage adjustments shall apply to all employees in titles covered by this Agreement, including part time employees, who were employed as of 12/31/16 and are still employed by the Town at the time of ratification and approval of the new Collective Negotiations Agreement.

- A. For all employees covered by this Agreement there will be across the board (ATB) increases to salary rates in effect on December 31, 2016 as follows:

<u>Effective Date</u>	<u>Amount</u>
1/1/17	1%
1/1/18	1%
1/1/19	1%
1/1/20	1%

- B. For all employees hired on or before December 31, 2012 the salary ranges for all covered titles is set forth on Exhibit A. The full time salary ranges will not apply to part time hourly rate ranges. The salary ranges set forth on Exhibit A will apply to current full time employees not at maximum and to current employees who are promoted to full time titles covered by this Agreement.

- C. For employees hired on or after January 1, 2013 the salary ranges for all covered titles as set forth on Exhibit B. These salary ranges reflect a 10% reduction in start rate and a 15% reduction in the maximum rate of salary ranges for all full time titles covered by this Agreement, and the difference between the start rate and maximum rates is divided into eleven (11) equal annual steps that will be added to the start rate for each new salary range.
- D. Effective the first pay period following ratification and approval of this Agreement, Direct Deposit of payroll checks will be implemented for all employees covered by this contract.

The bi-weekly pay plan shall be maintained. All employees hired on or after May 1, 2007 or promoted into this unit having had their first week of pay withheld shall have or continue to have their first week of pay withheld.

ARTICLE VIII

HOURS

Section 1. The workweek shall consist of five consecutive days of work during a seven (7) day period from Monday through Sunday, the scheduling of which shall be in accordance with the efficient operation, of the Town's departments.

Section 2. Except for current employees who work less than thirty-five (35) hours per week the workday shall consist of eight (8) hours of work inclusive of a one (1) hour paid lunch for blue collar employees and seven (7) hours of work exclusive of a one (1) hour unpaid lunch for white collar employees.

Section 3. Subject to the provisions of Section 4 herein as those provisions relate to employees hired prior to May 1, 2007, the Town may modify hours of work consistent with the efficient operation of its departments. Employees will be given at least two (2) weeks notice of any change in the work hours except in cases of emergency when shorter notice may be given.

Section 4. Employees hired prior to May 1, 2007 may retain their present work schedule of hours of work per day and days of work per week. Employees hired after May 1, 2007 shall have a work day as set forth in Section 2 and shall have a work week of five (5) consecutive days of work inclusive of Saturday and Sunday with shifts from Monday through Friday; Tuesday through Saturday; and Wednesday through Sunday. Employees hired prior to May 1, 2007 may volunteer to change their hours or days of work to one of the new shifts that may be created.

ARTICLE IX

EDUCATION BENEFITS

The Employer agrees to pay the cost of education benefits for educational courses taken by employees which constitute a benefit to and which are related to the employee's employment activities, subject to the prior approval of the Employer which shall not be unreasonably withheld and the following limitations:

- a) Courses taken must be at an accredited college or university; attendance must occur outside of work hours, however, the Town Administrator has discretion to allow shift change to attend class.
- b) Payment will be made to a maximum of \$125.00 per credit.
- c) Payment for the cost of books shall not exceed \$200.00 per year.
- d) Payment shall be made in the form of reimbursement to the employee at a rate of fifty percent (50%) per year of said reimbursable costs hereinabove defined so that one hundred percent (100%) is paid over two years.
- e) The Employer shall deduct from said reimbursable costs, any Federal grant-in-aid funds that may have been received by the employee but Federal grant-in-aid funds shall not include Veteran's benefits.

ARTICLE X

OVERTIME

Section 1. The Employer agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the regular workday, except as hereinafter set forth, and only when such working of overtime is authorized by the department head. There will be no overtime for Department Heads or for anyone promoted into the title of Assistant Public Works Superintendent, Assistant Water Superintendent and Assistant Water Superintendent Water Distribution on or after January 1, 2014.

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

Section 3. Work performed on Saturday or Sunday or on the 6th or 7th consecutive day of work week shall be paid at time and one-half.

Section 4. Time and one-half shall be paid for all hours worked on a holiday in addition to a day of pay for the holiday.

Section 5. Employees recalled to duty on a Saturday or Sunday, or the sixth (6th) or seventh (7th) consecutive day shall be paid a minimum of four (4) hours pay



irrespective of time actually worked at the applicable overtime rate of pay set forth in this Agreement.

Section 6. Payment for overtime work shall be made within two (2) pay periods after such overtime work is performed.

Section 7. An employee is not eligible for overtime when he/she is out sick.

ARTICLE XI

VACATION

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

- a) Newly appointed employees shall receive one (1) working day vacation for each month of service during the first calendar year of employment.
- b) Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive fourteen (14) working days vacation.
- c) Beginning with the sixth calendar year and through the tenth calendar year of employment, employees shall receive seventeen (17) working days vacation.
- d) Beginning with the 11th calendar year and through the fourteenth calendar year of employment, employees shall receive twenty-one (21) working days vacation.
- e) Beginning with the fifteenth calendar year of employment, employees shall receive twenty-five (25) working days vacation during that year and during each year of employment thereafter.
- f) The term calendar year as used herein shall mean that with the exception of newly appointed employees who shall receive vacation days outlined in Section A above, each employee's vacation increment shall become effective on January 1st of the year in which his/her anniversary date falls. Payment of accrued vacation shall be prorated based upon actual months

worked during the calendar year when the employment of an employee is terminated for cause or an employee resigns or an employee is on an unpaid leave of absence for one (1) month or more. For purposes of this article paid disability or workers' compensation shall not be considered as an unpaid leave of absence. Any over payment of prorated vacation entitlement shall be deducted from the final paycheck given to the employee. An employee must be on the active payroll of the Town for at least thirty (30) calendar days during a calendar year to be eligible for any vacation payment.

Employees hired on or after January 1, 2013 shall be entitled to the following vacation schedule:

- a) One day per month from date of appointment to the end of that calendar year.
- b) Twelve (12) working days' vacation per year from start of second calendar year through completion of 5th calendar year.
- c) Fourteen (14) working days' vacation from start of sixth (6th) calendar year through completion of tenth (10th) calendar year.
- d) Sixteen (16) working days' vacation from the start of the eleventh (11th) calendar year through completion of the fourteenth (14th) calendar year.
- e) Beginning with the fifteenth (15th) calendar year employees shall receive twenty (20) working days' vacation during that year and during each year of employment thereafter.
- f) The term calendar year as used herein shall mean that with the exception of newly appointed employees who shall receive vacation days outlined in

Section A above, each employee's vacation increment shall become effective on January 1st of the year in which his/her anniversary date falls. Payment of accrued vacation shall be prorated based upon actual months worked during the calendar year when the employment of an employee is terminated for cause or an employee resigns or an employee is on an unpaid leave of absence for one (1) month or more. For purposes of this article paid disability or workers' compensation shall not be considered as an unpaid leave of absence. Any over payment of prorated vacation entitlement shall be deducted from the final paycheck given to the employee. An employee must be on the active payroll of the Town for at least thirty (30) calendar days during a calendar year to be eligible for any vacation payment.

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

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

ARTICLE XII

DEATH IN THE FAMILY

The Employer agrees that employees covered by this contract shall be permitted bereavement leave with pay not to exceed 4 working days beginning with the date of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents of the employee or spouse, sister-in-law, brother-in-law, grandchildren or any member of the employee's household.

ARTICLE XIII

HOLIDAYS

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
July 4 th (Independence Day)	Christmas Day
Martin Luther King's Birthday	

Section 2. Each employee may observe their birthday by not working on such day after having given seventy-two (72) hours notice and in such case shall be paid for such day at his/her regular rate of pay.

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

Section 4. Employees who do not receive a clothing allowance shall receive the day after Thanksgiving as a holiday with pay, plus two additional holidays to be designated by the Mayor. Where operational needs require, any or all of these three (3) additional holidays may be rescheduled. Effective January 1, 2017 one (1) of two additional Mayor designated holidays will be eliminated and employees eligible for that holiday will receive a stipend of \$300.00 payable in the first pay period of 2017.

Effective January 1, 2018 the second of the two additional Mayor designated holidays shall be eliminated and employees eligible for that second holiday will receive a stipend of \$600.00 payable in the first pay period of 2018. The \$600.00 stipend will be paid annually thereafter in the first pay period of January but only to current employees

who were eligible for the two additional Mayor designated holidays and not to employees who were not eligible for the two additional holidays designated by the Mayor.

Section 5. Employees must work the full day before and after the holiday unless excused for a pre-approved vacation day, personal day or sick day, with a doctor's note, to be eligible for holiday pay.

ARTICLE XIV

HEALTH BENEFITS AND INSURANCE

Section 1. The Employer agrees to maintain health insurance coverage through the New Jersey State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance as those policies may be amended or modified. The Town shall continue to provide the New Jersey Direct 15 or a substantially similar plan and available HMOs through SHBP with employees being liable to contribute to the cost of health insurance as required by P.L. 2011 c. 78 the terms of which are incorporated by reference as if set forth herein at length. If an employee elects a plan that is more expensive than Direct 15 or a substantially similar plan, the employee shall be responsible to pay the difference in premium in addition to c. 78 contribution requirements. An eligible retiree will maintain the same buy up cost in retirement that he/she paid as an active at the time of retirement.

Section 2. The Employer further agrees to provide at no cost to all current eligible retired employees who have been prior to retirement employees covered by this Agreement, health insurance coverage that is provided for active employees. Eligible employees who retire after the date of contract ratification will maintain the same health benefits during their retirement that were in effect on the effective date of their retirement. This includes the same level of contribution, if any, in effect at the date of retirement unless there is a change in status in retirement in which event the contribution will be adjusted to reflect that change in status at the time it occurs. It is understood by both parties that the level of benefits provided through the State Health Benefits Plan, as that Plan may be amended or modified, satisfies the requirements of Sections 1 and 2 of

this article. Section 3. The Employer shall have the option to change the specific insurance provider so long as benefits and conditions are equal to or better than those provided at the time of such change. Benefits shall be defined as payment and services provided in the insurance contract. Conditions shall be defined as those provisions in the insurance contract such as physician selection, co-pay, deductibles, total dollar indemnity, etc.

1. In the event the Employer invokes the above option, it must notify the Union six (6) months prior to the proposed effective date of such change.

2. Five (5) months prior to the effective date of such change the Employer must provide the Union with complete information about the proposed medical insurance plan.

3. Three (3) months prior to the effective date of such change representatives of the Employer and the Union shall meet to discuss in detail the proposed medical insurance plan.

4. The parties recognize that no two (2) plans are exactly alike. Minor variations shall be resolved between the parties prior to the effective date the provider is changed.

5. The proposed medical plan is subject to the grievance procedure contained in the Agreement between the Employer and the Association.

6. The provisions in Section 3 above are applicable only if all bargaining units which represent employees of the Town of Kearny also accept the same insurance provider and coverage.

Section 4. The Employer agrees to provide, at no expense to the employee, a Five Thousand Dollar (\$5,000.00) life insurance policy for all employees covered by this Agreement. The employer agrees to provide, at no expense to retired employee, a Five Thousand Dollar (\$5,000.00) life insurance policy for all retired employees.

Section 5. The Employer agrees to pay full cost of Medicare premiums and charges as authorized by Chapter III of the Public Laws of 1973 and as required by Resolution of the Council passed on May 22, 1974.

Section 6. The Dental Plan in effect as of January 1, 1979, shall be continued, except that it shall have a deductible of \$50.00 and an 80/20 co-pay with an annual maximum of \$2000.00. Retired employees are permitted to join the Town's Dental Plan at the retiree's sole cost and expense.

Section 7. The Town at its cost shall provide to all employees and their dependents a Prescription Drug Plan.

Each prescription and renewal shall be paid for by the Town of Kearny subject to a co-payment by the employee, which shall be consistent with the co-pays, including any modifications thereof, provided under the terms of the State Health Benefits Plan.

Section 8. The Town further agrees to provide at no cost to all qualified retired employees under State statute who have been prior to their retirement, employees covered by this Agreement, a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town subject to a co-payment by retired employees, which shall be consistent with the co-pays provided under the State Health Benefits Plan.

a. The Town will reimburse directly to the retired employee and current employees who become eligible retirees any co-payment in excess of the co-pays provided under the terms of the State Health Benefits Plan for active employees upon the submission of valid receipts. Such reimbursement by the Town shall be once per year in March for the preceding year. Employees hired on or after January 1, 2013 shall not be eligible for this benefit.

Section 9. Short Term Disability Plan – Employees shall receive a disability plan which begins after 30 days and then covers the member for a maximum period of six (6) months. The current payment shall be at two-thirds (2/3) of the members regular salary or a maximum of \$304.00 per week. The maximum will be adjusted yearly starting in 1994 in accordance with the annual salary increase.

ARTICLE XV

INSURANCE AND AUTOMOBILE COSTS

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

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

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

- a) The said employee is not the sole cause of the accident.
- b) The said employee was not at the time of the accident under the influence of narcotics or alcohol.
- c) The said employee was specifically authorized to use his vehicle by his superior to carry on his/her assigned duties.



ARTICLE XVI

PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVII

VACANCIES

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

Section 2. If at the time of the vacancy no Civil Service list as defined in Section 1 is available, the Employer shall request a list from the Commission within thirty (30) days after such list becomes available.

ARTICLE XVIII

DISCHARGE AND SUSPENSION

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

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. The complaints may be initiated by an individual employee to the Department Head or Council Chairperson. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

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

Step 1: The President of the Association or his duly authorized and designated representative shall discuss the grievance or grievances orally with the Department Head or Council Chairperson. The Head of the Department shall answer the grievance orally within five (5) days. All grievances must be filed no later than 30 days after discovery of the infraction.

Step 2: If the grievance is not resolved at Step 1 or if the Association within the time set forth in Step 1 has received no answers, the Association shall present the grievance within ten (10) days in writing to the appropriate Town Council Committee. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The appropriate Town Council

Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

Step 3: If the grievance is not resolved in Step 2, or the Association within the time set forth in Step 2 has received no answer, the grievance may be presented in writing to the Mayor and Council. The Mayor and Council shall give the final decision of the Mayor and council to the Association in writing within fourteen (14) days after the receipt of the grievance.

Step 4: If the parties at Step 3 of the Grievance Procedure have not settled the grievance or if no answer in writing by the Mayor and Council has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XX, Arbitration, hereinafter set forth.

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

ARTICLE XX

ARBITRATION

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

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in rule 19:12-4, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission. Arbitration shall proceed within 30 days after receiving the Step 3 decision of the Mayor and Council.

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

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

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



Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own.

ARTICLE XXI

LONGEVITY

Section 1. Employees covered by this Agreement shall be paid, in addition to the rate of pay set forth in Article VII herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

Years of Service	Percent of Salary
4 to 7	2%
8 to 11	4%
12 to 15	6%
16 to 19	8%
Beginning 20	10%

Employees hired into this unit on or after May 1, 2007 or hired on or after January 1, 2005 and subsequently promoted into this unit shall be paid a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

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

Section 2. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his/her employment falls. Effective May 1, 2007 longevity will be included in the employees' weekly or bi-weekly salary, once bi-weekly pay is implemented. Payment of longevity shall be prorated based upon actual months worked during the calendar year when the employment of an employee is terminated for cause or where the employee resigns or is on an unpaid leave of absence for one (1) month or more. For purposes of this article paid disability or



Workers' Compensation shall not be considered as an unpaid leave of absence. In the event of retirement or death of the employee during the calendar year, the employee or his/her estate shall receive the balance of the longevity pay to which the employee is entitled in that year which shall be paid in a lump sum. This lump sum payment shall not be added to base salary for pension purposes. An employee must be on the active payroll of the Town for at least thirty (30) calendar days during a calendar year to be eligible for any longevity payment.

Section 3. Employees hired on and after January 1, 2015 shall not be entitled to longevity payments.

ARTICLE XXII

MANAGEMENT OF TOWN AFFAIRS

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



ARTICLE XXIII

PERSONAL DAYS

Section 1. All employees covered by this Agreement shall be entitled to four (4) days off as personal days off for personal business.

Section 2. Such personal days shall be non-cumulative from year to year and must be taken within each calendar year. The choice of days shall be subject to the approval of the department head but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given where possible, at least 24 hours in advance of the commencement of the workday of the day sought as a personal business day. If such 24-hour notice cannot be given, maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

ARTICLE XXIV

HAZARDOUS WORK

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

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

- a) The hour of the day or night that such work is to be performed.
- b) The existence of traffic hazards.
- c) The physical effort required performing such work.
- d) Weather conditions.

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

ARTICLE XXV

LEAVE OF ABSENCE

Section 1. The Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion but such grant of leave shall not be discriminatorily, unreasonably or unjustifiably refused or denied.

Section 2. The Employer also agrees that there will be available to all female employees unpaid maternity leave not to exceed six (6) months.

ARTICLE XXVI

JURY DUTY

In the event any Court calls an employee covered under this Agreement to jury duty, the Employer shall pay said employee his full, regular weekly wage for the entire period of jury duty without deduction for juror's compensation.

ARTICLE XXVII

CLOTHING ALLOWANCE

Section 1. A clothing allowance of \$375.00 shall be paid annually to employees in the following titles covered by this Agreement (general supervisor, general supervisor-water, supervisor trees, supervisor public works which includes buildings and grounds, shade tree, parks, and streets, supervisor-water but excluding supervisor mechanical). The Employer shall also provide rain gear to these employees.

Effective in 2017 the clothing allowance shall be increased by \$50.00 per annum to \$425.00 and effective in 2018 the clothing allowance shall be increased by an additional \$50.00 to \$475.00.

Section 2. A boot allowance of \$375.00 per annum shall be paid to all employees in the title of mechanic supervisor. Effective in 2018 the boot allowance shall be increased by \$50.00 to \$425.00. In addition to this allowance the mechanic supervisors shall also receive a uniform service as provided by the professional uniform company which shall include shirt, pants and jackets and shall provide for weekly cleaning. This service will be paid entirely by the employer.

ARTICLE XXVIII

COMMERCIAL DRIVERS LICENSE

Employees who possess a commercial drivers license (CDL) will be paid \$5.00 per week for each week that they possess the CDL for a maximum of \$260 per year which shall be paid in a lump sum with the last paycheck of the calendar year.

ARTICLE XXIX

DURATION

This Agreement shall be in effect from the 1st day of January 2017 to and including the 31st day of December 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of _____, 2017.

ATTEST:

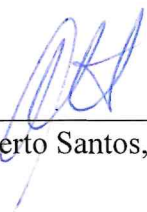
By: _____



Town of Kearny:

By: _____

Alberto Santos, Mayor



ATTEST:

By: _____

Association of Department Heads and Assistant Department Heads, Inc.

By: _____

Joseph Porcile, President

