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A G R E E M E N T

Between:

BOROUGH OF BELMAR,
MONMOUTH COUNTY, NEW JERSEY

and

MONMOUTH COUNCIL NO. 9,
NEW JERSEY CIVIL SERVICE ASSOCIATION

January 1, 1976 through December 31, 1977

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PREAMBLE

This AGREEMENT made and entered into on this 28th day of Sept, 1976, by and between the BOROUGH OF BELMAR, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and the MONMOUTH COUNCIL NO. 9, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter referred to as the "Council"), represents the complete and final understanding on all bargainable issues between the Borough and the Council, and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Council as the exclusive collective bargaining representative for all non-supervisory "blue collar" employees of the Borough in its Department of Public Works, Parks and Public Property and in the Water-Sewer Utility Department of the Borough.

ARTICLE II

DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Council. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.93, as amended. Said monies, together with records of any corrections shall be transmitted to the Council by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Council shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Council and signed by the President and Secretary-Treasurer of the Council advising of such changed deduction.

C. The Council will provide the necessary "Check-off Authorization" form and the Council will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator. The Council shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance

upon salary deduction authorization cards submitted by the Council to the Borough or in reliance upon the official notification on the letterhead of the Council and signed by the President and Secretary-Treasurer of the Council advising of such changed deduction.

D. The Borough may deduct said dues from employees authorizing the same in writing under the following conditions:

1. Upon receipt of a duly signed authorization card, the Borough shall deduct membership dues and remit the dues deducted as directed on the authorization card.

2. The amount of monthly dues will be certified in writing by the President of the Council and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

4. Dues deducted from employee's pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the Borough.

ARTICLE III

BULLETIN BOARDS

A. A bulletin board shall be made available by the Borough for the use of the Council for the purpose of posting Council announcements and other information of a noncontroversial nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

B. No Borough job vacancies shall be posted on said bulletin boards, except with written permission of the Borough.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Council on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee or the Council on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made

to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Council shall, in writing and signed, file his grievance with the Department Head within three (3) days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Board of Commissioners as a whole, who shall review the matter and make a determination within ten (10) days from the receipt of the grievance. The decision of the Commissioners shall be final and binding.

(b) Nothing herein shall be construed to deny any individual employee his rights under the Civil Service laws of the State of New Jersey.

D. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response

and upon the termination of the applicable time limits, the grievant may proceed to the next step, upon written notice to the Borough Clerk.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the Council, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference.

G. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievances answers are given to the Council, if said employee is a member of the Council, and if the Council is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify Council shall be upon the employee - not the Borough.

H. The aggrieved employee has a right to representation by an official of the Council in Steps One, Two and Three above.

ARTICLE V

COUNCIL BUSINESS LEAVE AND VISITATION

A. The members of the Council's negotiating committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Borough and Council for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Council, as provided in Article IV preceding, will be granted the same privilege for processing grievances.

B. The Council's authorized representative shall be granted permission to the Borough's premises at reasonable times during working hours for the purpose of ascertaining whether the agreement is being carried out in good faith or for the purpose of assisting in the adjustment of a grievance which has arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not in any way interfere with the operation of the Department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Borough.

ARTICLE VI

WORK WEEK AND OVERTIME

A. Working hours shall be forty (40) hours per week for all employees in the bargaining unit.

B. Whenever an employee works in excess of his regularly assigned work week in excess of forty (40) hours, (provided a sick day, holiday, or vacation day is not to be subtracted in the computation of said forty (40) hour week), or on one of the holidays designated herein, said employee shall be paid for such overtime work at a rate of one and one-half (1 1/2) times the hourly rate which said employee receives for his regularly assigned duty.

C. If any employee is called in on off-duty hours, the Borough will guarantee a minimum of two (2) hours pay at a rate of one and one-half (1 1/2) times the hourly rate he receives for his regularly assigned duty; but if said call-in is contiguous with said employee's regularly assigned work day, then pay at the rate of time and one-half (1 1/2) will be granted only for those hours worked as overtime in excess of the normal forty (40) hour work week.

D. Employees are required to work on a shift basis - but there shall be no split shifts. Days off shall be consecutive, but need not necessarily include a Saturday or a Sunday.

ARTICLE VII

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day's pay for each of twelve (12) holidays falling on a regularly scheduled work day during the year. Said holidays are listed as follows:

January 1

February 12

Third Monday in February

Good Friday

Last Monday in May

July Fourth

First Monday in September

Second Monday in October

November 11

Tuesday following first Monday in November

Fourth Thursday in November

December 25

B. If January 1, February 12, July Fourth or December 25 shall fall on a Sunday, the holiday shall be celebrated as of the following day.

C. Holiday Pay or Leave

Any employee of this bargaining unit who is required to work on any of the above enumerated holidays shall be paid for said day plus one and one-half (1 1/2) times said employee's hourly rate as payment in lieu of said holiday.

ARTICLE VIII

PAYMENT OF WAGES

A. All employees covered by this Agreement shall be paid bi-weekly, provided said employee shall have worked in said pay period, on Friday of every second week so far as possible. Procedures shall be in accordance with regular accepted accounting procedures which have been in effect since July 1, 1972.

B. An employee who is assigned work out of title for at least a full day shall receive a change in rate for that period only, and receive the rate of pay commensurate with the work actually being performed.

C. No full time employee covered by this Agreement shall receive less salary than provided by the Borough Ordinance covering his position.

ARTICLE IX

COURT APPEARANCES - JURY DUTY

A. Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Borough Clerk, shall receive full time pay for said jury duty, minus any compensation received for said jury service, except for travel expenses.

B. Any employee covered by this Agreement who is absent from work because of a required court appearance as a witness on behalf of the Borough, upon proper evidence of the same being presented to the Borough Clerk, shall receive full time pay for the period of said appearance. Said employee shall be reimbursed for Borough-authorized reasonable expenses incurred in conjunction with said appearance.

ARTICLE X

SALARIES

A. Salaries shall be as set forth in Schedule A. attached hereto and made a part hereof.

ARTICLE XI

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary and shall be paid to each permanent, full-time employee on the following basis:

1. All permanent, full-time employees shall receive longevity pay effective as of the first day as of the first full month of service after permanent appointment as follows: On completion of five (5) years of service - 2% of base pay not including overtime. On completion of ten (10) years of service - 4% of base pay not including overtime. On completion of fifteen (15) years of service - 6% of base pay not including overtime. On completion of twenty (20) years of service - 8% of base pay not including overtime. On completion of twenty-five (25) years of service - 10% of base pay not including overtime.

2. Base pay for permanent, full-time, blue collar employees in the Department of Public Works, Parks, and Public Property or in the Water-Sewer Utility Department shall be computed as follows: Hourly rate of pay multiplied by 2080. If said hourly rate changes within the year, the computation shall be made in proportion to the time at each rate.

3. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Civil Service of the State of New Jersey. Where no list has been established by the State Civil Service Department and

a, provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the State Civil Service Department. Years of service need not be continuous. Net time in a permanent, full-time appointment shall be used to arrive at the number of years of service.

4. For permanent, full-time blue collar employees in the Department of Public Works, Parks, and Public Property or in the Water-Sewer Utility Department, payment of longevity pay shall be made in a lump sum between December 15 and December 31 of the year for which payment is made. However, a full-time, blue collar employee in the Department of Public Works, Parks, and Public Property or in the Water-Sewer Utility Department, who dies or retires during a year in which he would be entitled to longevity pay, shall be paid if he retires or his estate if he has died, longevity pay computed at 1/12th of the year for each full month's work.

ARTICLE XII

SNOW REMOVAL

A. If an employee is required to work on removal of snow, there shall be no reduction of base pay as provided by his Title under the Borough Ordinance and he shall be paid the base pay so provided by his Title.

B. If any blue collar employee is available, able and willing to work on snow removal work, no other Borough employee shall be given said work. However, the Borough shall not be limited thereby from any contracting by emergency or public bid to any outside persons or corporations for this or any other purpose. No such contract shall cause a diminution in base salary or layoff of any permanent employee.

ARTICLE XIII

UNIFORMS

A. The Borough will provide the following uniforms and cleaning of the same:

Three (3) shirts

Three (3) trousers

Two (2) jackets

Two (2) coveralls

B. An employee must wear the uniform provided by the Borough unless he has specific permission from the Department Head.

ARTICLE XIV

INSURANCE

A. The Borough shall secure accident and liability insurance for all employees to provide for defense of those actions brought against an employee by a third party arising out of and in the course of said employee's Borough employment.

B. The Borough shall continue to provide and maintain all insurance coverage that is in force and in effect at the inception of this Agreement.

C. The Borough will purchase the coverage provided by the State, Public and School Employee Health Benefits Program, which present includes:

1. Basic plan under Blue Cross and Blue Shield.
2. Extended basic out-patient benefits, and "extended basic benefits" commonly known as "Rider J" benefits.
3. Major Medical insurance.

D. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XV

VACATIONS

A. Effective January 1, 1976, employees shall earn annual leave for vacation purposes on a calendar year basis with pay, in accordance with the following schedule:

1. Up to one (1) year of service - one (1) working day vacation for each month of service.
2. After one (1) year of service and up to ten (10) years of service - twelve (12) working days vacation.
3. After ten (10) years of service and up to twenty (20) years of service - fifteen (15) working days of vacation.
4. After twenty (20) years of service - twenty (20) working days of vacation.
5. In the final year of service - all employees - one-twelfth (1/12th) of annual vacation for each month of service in final year.

B. Any employee not using any sick time leave during the calendar year 1976 shall receive two (2) additional vacation days in the year of 1977.

C. Department Heads shall be charged with setting up a mandatory vacation schedule to be submitted to the Director for written approval. Individual changes in said schedule will not be granted without the written approval of the Department Head and the Director.

D. Earned vacations may not be accumulated into subsequent calendar years without the approval of the Department Head and the Director.

E. An employee who has returned from extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated shall be considered a new employee for the purpose of determining vacation eligibility.

F. Vacation leave shall not be taken in less than one (1) day periods unless permission is granted prior thereto by the Department Head or the Director.

ARTICLE XVI

SUBCONTRACTING

A. It is agreed that the Borough shall retain its right to contract, bid or negotiate for any type of work or labor for the municipality.

ARTICLE XVII

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. Direction and operation generally.

5. The type of work to be performed.

6. The designation of work assignments.

7. The machinery, tools and equipment to be used.

8. The designation and implementation of shift schedules.

9. The hours of work to be performed.

B. The exercise of the foregoing powers, rights, authority,

*duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and 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 Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE XVIII

RULES AND REGULATIONS

A. The Borough may establish and enforce reasonable rules and regulations governing Departmental operations and the conduct of the personnel thereof and the maintenance of discipline. Copies of such rules and regulations shall be furnished to the Council upon request and shall be posted on the various bulletin boards.

B. The employees shall comply with all such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the Council believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the Council may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously in this Agreement.

ARTICLE XIX

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Council against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Council or because of any lawful activities by such employees on behalf of the Council. The Council, its members and agents shall not discriminate against, interfere with, restraint or coerce any employees covered under this Agreement who are not members of the Council.

ARTICLE XX

FULLY BARGAINED PROVISIONS

A. 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 the subject of negotiations. 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision 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 XXII

COUNCIL RESPONSIBILITIES

A. The Council shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

ARTICLE XXIII

SICK LEAVE

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Service Credit for Sick Leave

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this contract on the basis of:

1. The first year of service - one (1) working day of sick leave with pay for each month of service.
2. After completion of the first year of service - fifteen (15) days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.
5. In computing the amount of pay for sick leave, there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be reasonably notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling five (5) or more days in any one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physician's expenses or fees.

4. A doctor's certificate shall be required as verification of the illness of a member of the employee's

immediate family seriously ill requiring attendance of such employee:

a. Immediate family for the purposes of the use of sick leave shall mean only those relatives who reside in the employee's household.

b. Pregnancy of spouse or child-birth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. Sick Leave - For Death in Family

1. Sick leave caused by death in an employee's immediate family shall be limited to the following relatives: parents, spouse, child, brother or sister or either the employee or said employee's spouse.

2. In case of death in the immediate family of an employee under the requirements of this Article, any reasonable proof required by said employee's Department Head shall be sufficient.

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1976, and shall be in effect to and including December 31, 1977. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Belmar, New Jersey, on this 28th day of

September, 1976.

MONMOUTH COUNCIL NO. 9,
NEW JERSEY CIVIL SERVICE
ASSOCIATION

By: Harold Shulkin
William J. Deemee
Henry Campbell
(Secretary)

BOROUGH OF BELMAR,
MONMOUTH COUNTY, NEW JERSEY

By: John A. Taylor
Frank [unclear]
C. [unclear]

Attest: L. M. [unclear]
Secretary