

**AGREEMENT
BY AND BETWEEN
THE BOROUGH OF KEANSBURG**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, LOCAL 1032
BLUE COLLAR UNIT (UNION)**

January 1, 2021 through December 31, 2023

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PREAMBLE

THIS AGREEMENT is made and entered into on the **29th day of December 2021**, by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as the “Borough” and the Communications Workers of America, Local 1032, hereinafter referred to as the “Union”.

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

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

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

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

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

ARTICLE 1

RECOGNITION

1. 1.1 The Borough hereby recognized the Union as the exclusive and sole representative for collective bargaining negotiations concerning salaries, hours, disciplinary actions, disciplinary matters, and other terms and conditions of employment for all regular full-time and part-time **Blue Collar employees including all DPW and Streets, and all Water and Sewer Department employees** of the Borough of Keansburg, New Jersey, exclusive of Police Officers and other employees as excluded by the Public Employer-Employee Relations Act.

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

ARTICLE 2

DURATION OF AGREEMENT

The term of this Contract shall be from **January 1, 2021** through **December 31, 2023** effective in accordance with the salary scale and base salary increases and fringe benefit provisions as set forth specifically herein.

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

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- a. 1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.
 - b. 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 - c. 3. To regulate hours of employment to best meet the needs of the Borough.
 - d. 4. To suspend, demote, discharge, or take other disciplinary action for good and just cause accordingly to law.
2. 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited to only the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of New Jersey an of the United States and Ordinances of the Borough of Keansburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.
2. 3.3 Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties, and responsibilities under R. S. 40 and R. S. 11, or any other national, state, county, or local laws or ordinances.

ARTICLE 4

EMPLOYEE RIGHTS

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

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

- 4.2 It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin, political affiliation, or religious belief.
- 4.3 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation (or deprived from any professional services) without just cause.
- 4.4 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 **General:**

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

5.2 **Procedure to be followed:**

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

A grievance shall be settled in the following manner:

Step One:

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

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

Step Two:

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

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

Step Three:

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

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

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

BOROUGH GRIEVANCES:

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

ARTICLE 6

AUTHORIZED SALARY DEDUCTIONS

- 6.1 The Borough, in compliance with Chapter 233, P.L. 1969, and Ch. 15, P.L. 2018 (Workplace Democracy Enhancement Act), agrees to the following:
- a. A. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues as directed on the authorization card or letter of authorization.
 - b. B. The amount of monthly dues will be certified in writing by the Union and the amount shall be uniform for all members.
 - c. C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
 - d. D. Dues deducted from an employee's pay will be transmitted by check as directed as soon as practicable after the deductions have been made.
 - e. E. A new authorization card will automatically cancel any prior deduction authorizations on file with the Borough.
 - f. F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards or letter of authorization submitted by the Union to the Borough.

- g. G. If, during the course of this Agreement, CWA Local 1032 effects a change in the rate of membership fees, CWA Local 1032 will notify the Borough in writing of said increase.
- h. H. Every 120 days, the Borough shall provide the Union with a list of employees for whom dues deduction has been discontinued, along with the reason for the discontinuation, including any member who withdraws dues authorization. In addition, every 120 days, the Borough will provide the Union the following information electronically when dues are transmitted to the Union: (1) employee's name (2) address (3) the last four digits of the social security number (4) dues or representation fee amount (5) anniversary date (6) salary (7) pay period.

ARTICLE 7

SALARIES

- 7.1 The minimum salary scale as of **January 1, 2021** for each of the classifications in the bargaining unit shall be listed in Schedule A, and attached hereto and made part thereof. **Schedule A shall list all job titles and minimum base pay for each title.**
 - a. **Effective and retroactive to January 1, 2021, base hourly rates for all unit employees shall be increased by two (2%) percent.**
 - b. **Effective January 1, 2022, base hourly rates for all unit employees shall be increased by three and one-half (3.5%) percent.**
 - c. **Effective January 1, 2023, base hourly rates for all unit employees shall be increased by three and one-half (3.5%) percent.**
 - d. **All increases shall be added to the base salaries.**

All 40-hour unit employees under \$40,000 annual salary will be increased to \$40,000 base pay, plus the 2% across the board increase, effective January 1, 2021.
- 7.2 All Department of Public Works and Water & Sewer employees who are required to have a CDL License shall receive an additional yearly adjustment of **one thousand dollars (\$1,000)** to be paid during the first pay cycle in December. Employees who obtain the required CDL license in the future will also receive said adjustment.
- 7.3 Each employee shall be paid **bi-weekly and by separate check.**
- 7.4 The salary ordinance, and Schedule A, Minimum Salary Scale, shall be strictly adhered to by the Borough and its employees.

- 7.5 In the event of an employee's death, retroactive payment due the employee shall be paid to the beneficiary as indicated on the P. E. R. S. retirement forms.
- 7.6 The retroactive payment for the period of **January 1, 2021** to the date of the signing of this Agreement shall be made to all individuals for their proportionate share of any increase whether or not on the date of signing of this Agreement they are presently employed.

ARTICLE 8

ADDITIONAL BENEFITS

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

All Department of Public Work and Water & Sewer employees shall be entitled to a one- half (1/2) hour dinner break, after working continuously for ten (10) hours or after 7:30pm.

Effective **January 1, 2021**, all Department of Public Work and Water & Sewer employees shall receive a **twenty dollars (\$20)** meal allowance after working continuously for eleven and one-half (11-1/2) hours.

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

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

ARTICLE 9

LONGEVITY PAY

- 9.1 All full-time employees shall be paid longevity based on the following:
- After **three (3)** years of service, five hundred dollars (\$500) paid on anniversary date.
 - After ten (10) years of service, one thousand dollars (\$1,000) paid on anniversary date.
 - After fifteen (15) years of service, one thousand five hundred dollars (\$1,500) paid on anniversary date.
 - After twenty (20) years of service, two thousand dollars (\$2,000) paid on anniversary date.

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

Longevity payments shall be retroactive for all employees with three years of service or more, effective January 1, 2021. Employees with three years of service or more, who previously did not receive longevity payments until after five years of service, shall receive retroactive longevity payments.

- 9.2 All current employees shall have the choice of either receiving longevity as a lump sum or having it put in their base pay. Employees must make this choice by January 30, 2007 and cannot change the method in which they receive their longevity for the life of this contract. All future bargaining unit members will have longevity as part of their base pay.
- 9.3 Schedule B, Longevity List, attached hereto and made a part hereof, lists the names of the current employees along with their date of hire, which shall act as their anniversary date.
- 9.4 In the event an employee is terminated/retired prior to the anniversary date of said employee the employee will be paid a lump-sum longevity calculated in accordance with this Article prorated over the amount of days worked in the employee's longevity year.

Any employee suspended shall forfeit longevity prorated on the period of suspension.

- 9.5 While an employee is absent from work, utilizing sick time – sick, vacations, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time along with longevity is not earned.
- 9.6 In the event of an employee's death prior to the anniversary date of said employee, the beneficiary as indicated on the P. E. R. S. retirement forms, will be paid a lump sum longevity calculated in accordance with this Article prorate over the amount of days worked in the employee's longevity pay.

ARTICLE 10

OVERTIME/HOURS OF WORK

- 10.1 The Borough has the right to schedule overtime work as required in a manner most advantageous to the Borough and consistent with the requirements of the Borough, the public interest, and applicable law.
- 10.2 Overtime opportunities will be distributed as on a seniority rotation basis among employees in the same job classification, department, and shift.
- 10.3 Overtime compensation shall be paid as follows:

- Department of Public Work and Water & Sewer employees shall be paid for all time over forty (40) hours per week in their regular pay at time and one-half (1½).
 - In lieu of overtime pay, employees may request compensatory time or the Borough may offer compensatory time.
 - All overtime work must be approved in advance.
- 10.4 Employees in the Department of Public Work and Water & Sewer, when called upon to work an emergent situation on weekends or holidays shall receive no less than **four (4)** hours pay at overtime rate for each time they are called to work.
- 10.5 During the summer months when the beaches are open, unit members will not be required to work on beaches when the outdoor temperature becomes excessive in accordance with OSHA guidelines.

ARTICLE 11

HOLIDAYS

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

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

Juneteenth shall be recognized as a holiday on the third Friday of June.

- 11.2 Payment shall be in the following manner if the same is due and owing to employees whose employment is based on round-the-clock operation and who work shifts. Eight (8) of the holidays shall be paid on the first payday in July and the balance of **Eight (8)** shall be paid on the first payday in December.

ARTICLE 12

VACATION TIME

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

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

- 12.2 Permanent part-time employees shall earn vacation on a proportion basis applied to the above schedule.
- 12.3 Unused vacation (10 days maximum) may only be carried forward one succeeding year. Half of the vacation carried over must be used within the first six (6) months of the year (January- June) and the remaining used within the last six (6) months of the year (July December).
- 12.4 Anything hereinabove to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of vacation time to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled vacation time on a seniority basis.
- 12.5 In the event of an employee's death, payment for accumulated vacation time shall be made to the beneficiary as indicated on the P. E. R. S. retirement forms.

- 12.6 The employee shall provide forty-eight (48) hours written notice to their department head when requesting a vacation day unless it is determined by the Borough Manager that the request is of an extreme emergency.
- 12.7 Employees with twelve (12) hour schedules will have their earned vacation allotment calculated in terms of hours based on the existing eight (8) hour per day schedule.
- 12.8 While an employee is absent from work, utilizing sick time – sick, vacation, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time along with longevity is not earned.

ARTICLE 13

COMPENSATORY TIME

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

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

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

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

ARTICLE 14

INSURANCE PROGRAMS

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

- 14.1 It is mutually understood and agreed that the Borough presently has in force Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, and Family Prescription Plan for all full-time employees covered by this Agreement, and substantially the same coverage will be continue in full force and effect.

The State Health Benefits Program is applicable to employees covered by this contract Pursuant to P.L. 2011, c78. The employees shall contribute toward the cost of the health care benefits coverage provided under the State Health Benefits Program in an amount determined in accordance with section39 of P.L.C. 78.

- 14.2 Each full-time employee covered by the terms and conditions of this Agreement shall receive benefits of a Disability Insurance Program on a share basis of one-half percent (1/2 %).
- 14.3 All benefits as stated m the Article (Article 14) shall apply to full-time employees and all covered retirees pursuant to law.
- 14.4 Effective January 1, 2004, all employees must pay the full deductible on all major medical and hospitalization policies
- 14.5 Should a prescription drug be a sole source with no generic equivalent, as prescribed by the employee's physician, the co-pay will not exceed ten dollars (\$10). If a prescription is written DNS (Do Not Substitute) and the medicine is non-generic the co-pay will remain ten dollars (\$10).
- 14.6 All employees hired after July 1, 1997, shall accumulate twenty-five (25) years of service to the Borough of Keansburg to be eligible for medical, hospitalization, dental, vision, prescription, and any other future benefit program to be negotiated by the Union upon retirement.
- 14.7 The Borough agrees to provide employees who retire with Hospitalization, Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan, Family Prescription Plan and any other future benefit program upon retirement, as per State Statute 40A:10-23.
- 14.8 The Borough shall secure and maintain accident and liability insurance for its employees to provide defense for all actions brought against an employee by a third party as a result of Borough employment and operating Borough equipment.
- The Borough shall also provide indemnification to all employees in accordance with the provisions of Borough Ordinance 1303.
- 14.9 Any employee wishing to waive medical coverage by the Borough shall be offered twenty-five percent (25%) or five thousand (\$5,000.00) whichever is less, of the actual savings to the

Borough provided waivers are completed in January of each Contract year and are for a minimum of three (3) months. No monies shall be paid to employees for less than a three (3) month waiver.

14.10 The maximum for dental coverage is \$1,500.

ARTICLE 15

UNIFORM ALLOWANCE

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

- Five (5) summer trousers
- Six (6) shirts
- Four (4) crew sweatshirts

Not wearing proper uniforms shall be grounds for disciplinary action.

Each Public Work and Water & Sewer employee shall receive an additional allowance by **separate check of five hundred and fifty dollars (\$550.00)** towards the purchase of additional uniforms and a cleaning allowance of **two hundred and fifty dollars (\$250.00)** each year on the first payday in July.

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

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

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

15.6 All employees shall be required to properly maintain uniforms.

ARTICLE 16

EDUCATION BENEFITS

16.1 The Borough Manager **may approve recommendation from the department head to request schooling/training for an employee and will decide in advance whether the proposed course is directly related to the employee's field and will not unreasonably withhold his/her approval of a selected course, at the cost of the Borough, if approved.**

Payment shall be made upon successful completion of courses.

ARTICLE 17

SICK LEAVE

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

ARTICLE 18

INJURY LEAVE

- 18.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury which occurred while the employee was performing his/her duties and covered by Worker's Compensation Insurance.
- 18.2 All payments shall be made concerning injury leave subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proven to have been due to intoxication or willful misconduct on the part of the employee.

- 18.3 If an employee is absent from work due to an accident, illness, or injury covered by Worker's Compensation Insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he/she shall not be entitled to payment of any additional benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.
- 18.4 Employees absent from duty due to accident, illness, or injury covered by Worker's Compensation Insurance will be compensated by the Borough of Keansburg for the difference between the amount paid by the Insurance Company and the regular rate of pay for salaried employees, and, in the case of per diem or hourly employees, at the regular base rate of pay.
- 18.5 The payments enumerated above will be made for a period of not in excess of forty (40) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval by the Borough Manager. After all injury leave is used, the employee may elect to use any sick leave, vacation, or compensatory time due him/her at the time of his/her injury.

It is understood that the increase of the twenty (20) days shall commence as a pilot program upon the signing of this agreement for one year. At the end of the pilot year the Borough Administrator shall have the sole authority to withdraw the twenty days. If at the end of the pilot year the twenty days are voided, all represented employees injury leaves shall revert back to the original 2012-2013 contract to twenty days. It is also understood that if at the end of the pilot year there are no suspected abuses, the Borough Administrator shall meet with the committee to discuss amending this clause.

- a. **Use of Injury Leave:** The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Worker's Compensation Act. The employee shall be paid the difference between his/her actual wages and that received from the judgment of New Jersey Worker's Compensation Division.
- b. **Contested Injuries:** Charges may be made against the sick leave accrual if in any case the Borough is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave so charged will be re-credited to the employee's sick leave accrual balances and all payments in excess of the difference be recoverable by the Borough of Keansburg and deducted for future payments to the employee under injury leave.

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

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

- 18.6 Employees not filing a worker's compensation claim during the calendar year will receive a "safe worker" bonus day off during the following calendar year. Said bonus day must be scheduled with the approval of the Borough Manager where it will not be unreasonably withheld. **Upon the employee's request, the "safe worker" bonus may be paid in cash, equivalent to one day's salary.**

ARTICLE 19

BEREAVEMENT LEAVE

- 19.1 The Borough shall grant to each full-time employee a maximum of five (5) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notices is tendered to the Borough Manager.
- 19.2 The immediate family is defined as Mother, Father, Husband, Wife, Domestic Partner, Son, Daughter, Brother, Sister, or any relative residing in the employee's household.
- 19.3 In the event of death of an employee's Grandfather, Grandmother, Grandchild, Mother-In Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law, the Borough shall grant a maximum of three (3) days leave with pay, provided that prior notice is tendered to the Borough Manager.
- 19.4 Employees with twelve (12) hour schedules will have their bereavement leave allotment calculated in terms of hours based on the existing seven (7) hour per day schedule.

ARTICLE 20

SUSPENSIONS, DISMISSALS, DEMOTIONS, AND PROMOTIONS

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

ARTICLE 21

OUTSIDE EMPLOYMENT

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

ARTICLE 22

UNION REPRESENTATIVES

- 22.1 The Borough agrees to grant time off without loss of regular pay, not to exceed six (6) days to the three (3) Local Union Delegates, to attend Union Conferences and Seminars, provided five (5) days' written notice specifying the dates of the Conference and Seminars is given to the Borough Manager by the Union. A certificate of attendance to the Conference/Seminar shall, upon request by the Borough Manager, be submitted by the representative attending.
- 22.2 Designated representatives of the Union may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Borough government or normal duties of its employees.
- 22.3 Employees with twelve (12) hour schedules who are granted time off under this Article (Article 22) will have such time calculated in terms of hours based on the existing seven (7) hour per day schedule.

ARTICLE 23

NO-STRIKE PLEDGE

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

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

ARTICLE 24

PERSONAL DAYS

- 24.1 Five (5) days leave of absence with pay will be granted to each full-time employee, to be referred to as *Personal Days*.
- 24.2 The employee shall provide forty-eight (48) hours written notice to their department head when requesting use of personal days unless it is determined by the Borough Manager that the request is of an extreme emergency.
- 24.3 No more than two (2) personal days shall be used in December.
- 24.4 Said personal days shall not be accumulative and must be utilized each year or forfeited.
- 24.5 While an employee is absent from work, utilizing sick time – sick, vacation, compensatory, and personal time as well as longevity is earned as if you are active at work. While an employee is absent from work, being paid only by the disability insurance, it is considered *time without pay* and sick, vacation, compensatory, and personal time as well as longevity is not earned.
- 24.6 Employees with twelve (12) hour schedules will have their personal days calculated in terms of hours based on the existing eight (8) hour per day schedule.

ARTICLE 25

JURY DUTY

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

ARTICLE 26

SAFETY COMMITTEE

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

ARTICLE 27

NEW BARGAINING UNIT POSITIONS

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

ARTICLE 28

SEVERABILITY OF AGREEMENT

- 28.1 In the event that any part of this Agreement is found to be illegal by any court of law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of the Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of this Agreement null and void.
- 28.2 Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.
- 28.3 Nothing contained herein shall be construed to deny any employee his/her rights under R. S. VI (Civil Service).

ARTICLE 29

UNION RIGHTS

1. 1. Administration of Agreement – Labor Management Meetings

1. a. A Labor/Management committee consisting of the Borough and Union representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems, which may arise there from.
1. b. The parties shall meet as or if needed and shall submit a written agenda at their option of topics to be discussed seven (7) days prior to such meeting. Such requests will not be unreasonably denied by either party. Either party may request a meeting.
- c. Prior to the meeting, both sides shall confer regarding the CWA union employee representatives who shall attend the meeting. Both sides agree to cooperate and execute this provision in a reasonable manner. The Borough shall not unreasonably deny approval for a CWA union employee representative to attend the meeting.

ARTICLE 30

TERM AND RENEWAL


- 29.1 This Agreement shall be in full force and effect as of **January 1, 2021** and shall remain in effect up to an including **December 31, 2023** without any reopening date.
- 29.2 The parties hereto shall commence negotiations for a new Agreement at least ninety (90) days prior to the expiration of this Agreement.
- 29.3 If the terms of a new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed upon shall be retroactive to the expiration date of this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Keansburg, Monmouth County, New Jersey, on this 29th day of December, 2021.

THE BOROUGH OF KEANSBURG

BY: 
Raymond O'Hare, Borough Manager

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

BY: 
Dominick Grasso, Staff Representative, CWA Local 1032

ATTEST: 
Thomas P. Cusick, Municipal Clerk

SCHEDULE A

MINIMUM SALARY SCHEDULE

Minimum salaries of employees covered under this Collective Bargaining Agreement (CBA) shall be increased to the following:

- I. **All 40-hour unit employees under \$40,000 annual salary will be increased to \$40,000 base pay, plus the 2% across the board increase, effective January 1, 2021.**

Salary Ranges

Title	Minimum	Maximum
Asst Super. Water/Sewer	\$31,600.00	\$85,000.00
Asst Super. Roads	\$32,600.00	\$85,000.00
Equipment Operator	\$27,600.00	\$50,000.00
Laborer	\$30,000.00	\$60,000.00
Laborer (P/T)	\$18,600.00	\$45,000.00
Mechanic	\$30,000.00	\$75,000.00
Mechanical Broom Operator	\$30,000.00	\$75,000.00
Public Works Repairer	\$30,000.00	\$60,000.00
Senior Mechanic	\$30,000.00	\$80,000.00
Supervisor Roads	\$39,600.00	\$90,000.00
Tech. Asst to Construction Office	\$26,600.00	\$65,000.00
Water Repairer/Sewer Repairer (P/T)	\$11.00/hour	\$14.00/hour
Water Repairer/Sewer Repairer/Water Plant Operator	\$29,600.00	\$60,000.00
Water Treatment Plant Operator	\$31,600.00	\$65,000.00

SCHEDULE B
LONGEVITY LIST

DELLAPIETRO, J	7/15/1991
MANOES, W	6/1/1993
STEIMEL, J	6/10/1996
CERRETA, M	5/22/2000
SIMMERS, D	12/7/2001
STEIMEL, E	1/5/2004
DELLAPIETRO, F	7/16/2004
MCLELLAN, G	6/28/2004
ACCARDI, J	9/20/2004
VALLE, D	8/22/2005
DOLAN-HOCKEY, T	6/3/2013
O'KEEFE, P	9/6/2016
JELINSKI, J	10/17/2016
GRASSO, D	1/1/2017
ZITZMAN, D	6/4/2018
MACDONALD, H	7/30/2020



Resolution # 22-010

2022– JANUARY 26, 2022

BE IT RESOLVED, by the Mayor and Council of the Borough of Keansburg, in the County of Monmouth, New Jersey do authorize the Borough Manager and Borough Clerk to execute the **CWA Contract – Blue Collar** dated for the contract term of January 1, 2021 through December 31, 2023.

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Mr. Donaldson					✓	
Mr. Tonne	✓		✓			
Mr. Cocuzza			✓			
Mr. Foley		✓	✓			
Mr. Hoff			✓			

CERTIFICATION

I, Jo-Ann O'Brien, Clerk of the Borough of Keansburg, in the County of Monmouth, New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Borough Council at its regularly scheduled public meeting on January 26, 2022.



Jo-Ann O'Brien
Deputy Municipal Clerk