

*Margelolova*

**AGREEMENT**  
**between**  
**THE BOROUGH OF KEANSBURG**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA 1032**  
**January 1, 1990 through December 31, 1991**

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P R E A M B L E

THIS AGREEMENT is made and entered into on the 1st day of January 1990, by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, and 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 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 such law does not apply where relevant, and

WHEREAS, the Borough Manager 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 I  
RECOGNITION

SECTION 1:

The Borough hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time and part-time employees of the Borough of Keansburg, New Jersey, exclusive of Police Officers.

SECTION 2:

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

## ARTICLE II

### DURATION OF AGREEMENT

The term of this contract shall be from January 1, 1990 through December 31, 1992; effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

#### SECTION 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 to fringe benefits as set forth specifically herein.

ARTICLE III  
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 generally of the foregoing, the following rights.

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

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

3. To regulate hours of employment to best meet the needs of the Borough.

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

B. 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 judgement and discretion in connection therewith shall be limited to



only the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of New Jersey and of the United States and Ordinances of the Borough of 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.

C. 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 IV  
EMPLOYEE RIGHTS

SECTION 1:

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

SECTION 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.

SECTION 3:

No employee shall be discharged, disciplined, reprimanded, reduced in rank for compensation or deprived from any professional services without just cause.

SECTION 4:

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or 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 V  
GRIEVANCE PROCEDURE

SECTION 1:

General:

It is recognized that a complaint may arise between the Borough and the Union, or between the Borough or 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, 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.

## SECTION 2:

### Procedure to be followed:

The Union and 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 Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement all employees shall carry out their assignments as directed by the Borough and their supervisory officers.

### Step One:

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

### 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 Civil Service Commission, if such grievance is one other of Civil Service Statutes 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 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 shall be held within five (5) working days after the filing of the grievance between the Borough Manager, Borough Attorney , 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 taking to bonding arbitration in the manner prescribed herein.

ARTICLE VI

AUTHORIZED SALARY DEDUCTIONS

The Borough, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions.

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

b. The amount of monthly dues will be certified in writing by the Association and the amount shall be uniform for all members.

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

d. Dues deducted from employees pay will be transmitted by check as directed as soon as practicable after the deductions have been made.

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

f. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by



reason of action taken by the Borough in reliance upon the salary deductions authorization cards submitted by the union to the Borough.

g. If, during the course of this Agreement, CWA - 1032 affects a change in the rate of membership fees, CWA - 1032 will notify the Borough in writing of said increase.

h. Each employee covered by this Agreement shall be required to pay a fee equal to 85% of the annual dues of CWA - 1032 unless said employee is a member of said Union. Such fees will be deducted from employee's salaries in the same manner as dues. These provisions are in compliance with the existing New Jersey Statutes.

ARTICLE VII

SALARIES

SECTION 1:

The minimum salary ranges as of January 1, 1990 for each of the classifications shown shall be as follows

Account Clerk	\$ 12,000
Administrative Secretary	20,000
Parking Violations Officer p/t	\$ 5.35 hr.
Building Maintenance Worker f/t	9,500
Clerk	7,488
Clerk Typist p/t	1,478
Clerk Typist f/t	7,937
Code Enforcement Officer p/t	10,750
Communications Operator	9,452
Computer Operator/Payroll Clerk	10,000
Laborer	10,352
Senior Mechanic	18,275
Mechanics Helper	10,352
Parking Meter Repairer p/t	\$ 5.35 hr.
Police Records Clerk	8,877
Public Works Repairer	12,000
Road Foreman	25,000
School Traffic Guard p/t	\$ 5.53 hr.
Senior Police Records Clerk	18,000
Street Sweeper	15,000
Public Works Superintendent	25,000
Superintendent of Public Property	12,000
Technical Assistant/Office of the Construction Official	10,500

Telephone Operator/Receptionist  
Senior Account Clerk

8,500  
14,000

SECTION 2:

Beginning January 1, 1990 each employee shall receive a four per cent (4%) increase over his 1989 base salary. This shall be paid in a lump sum as practically as possible after the signing of this Agreement for the increase in each employee's salary from January 1, 1990 to the signing of the Agreement.

Wage Adjustment:

All employees with salaries under \$10,000 as of December 31, 1989 shall receive a \$250.00 base salary adjustment effective January 1, 1990.

Beginning July 1, 1990 each employee shall receive a three per cent increase over his base salary.

SECTION 3:

Beginning January 1, 1991 each employee shall receive a four percent (4%) increase over his 1990 salary.

All employees with salaries under \$10,000 as of December 31, 1990 shall receive a \$250.00 base salary adjustment effective January 1, 1991.

Beginning July 1, 1991 each employee shall receive a three per cent (3%) increase over his base salary.

SECTION 4:

Each employee shall be paid twenty six (26) pays per year.

SECTION 5:

The salary ordinance and schedule above shall be strictly adhered to by the Borough and its employees.

**SECTION 6:**

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

ARTICLE VIII  
LONGEVITY PAY

All permanent full-time employees shall receive longevity pay from their date of hire in accordance with the following schedule.

Effective January 1, 1990 all steps of the longevity schedule shall be increased by \$50.00.

1. Beginning at the completion of five years through the tenth year of service  
\$250.00
2. Beginning the eleventh year of service through the fifteenth year of service  
\$450.00
3. Beginning the sixteenth year of service through the twentieth year of service  
\$650.00
4. Beginning the twenty first year of service through the twenty fifth year of service  
\$850.00
5. Over twenty six years of service and thereafter \$1,050.00.

Effective January 1, 1991 steps 2 through 4 of the longevity schedule shall be increased by \$50.00.

All Grandfathered Crossing Guards shall receive pro-rated longevity.

Attached hereto and made a part hereof are the names of the present employees along with their date of hire which shall act as their anniversary date.

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 to this Article pro rated over the amount of days worked in the employee's longevity year.

Any employee suspended shall forfeit longevity pro rated on the period of suspension

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 to this Article pro rated over the amount of days worked in the employee's longevity year.

NAME	DATE OF HIRE
Acconzo, Patsy	7/11/88
Amato, Eva Marie	5/30/89
Berger, Wesley	10/31/88
Byrnes, Laurie	8/21/89
Cerreta, Joseph	11/16/73
Colonna, Margaret	4/20/82
Crossnohere, Dolores	4/05/89
Dethlefsen, Gloria	12/02/72
DiGangi, Dolores	9/3/82
DiGrigorio, Rose Marie	11/18/85
Diomedes, Mary	2/08/88
Donlon, Edward	3/10/87
Gall Margaret	1/14/74
Gallagher, Beatrice	9/25/84
Grant, Lorraine	6/05/83
Hall, Evelyn	8/22/88
Hamilton, Patricia	10/06/76
Lamberson, John	8/21/89
Lounsbury, John	5/11/89
McDermitt, Margaret	7/06/67

Monahan, Claire	5/07/79
Moran, Eugene	8/15/88
Mosiello, Anthony	8/25/88
Murray, Andrew	3/14/88
Palmer, Richard	10/17/88
Plummer, Nora	8/15/88
Rafferty, James	1/17/72
Sellitti, Barbara	5/27/88
Shaw, Claire	4/04/88
Sherry, Coleen	1/23/90
Smith, Francis	8/22/79
Sullivan, Sarah	2/01/76
Thompson, Michael	9/26/88
Trebotica, Rita	3/01/88
Walters, Rhonda	10/23/89
Zeiser, Celeste	2/13/89

ARTICLE IX

ADDITIONAL BENEFITS

SECTION 1:

1. All Street and Road Department employees shall be allowed two (2) coffee breaks per day. Time to be established by the Superintendent of Streets & Roads. Said coffee break shall not exceed fifteen (15) minutes per break.

2. All Streets & Roads employees shall be entitled to a one-half hour dinner break, after a reasonable time, after working continuously after 7:00 p.m.

3. All Streets & Roads employees shall receive a \$6.00 meal allowance after working continuously beyond 7:00 p.m.

SECTION 2:

Dispatchers - effective January 1, 1990, a \$100.00 per year matron duty stipend, limited to Dispatchers who are trained and perform matron duty on a regular basis, shall be implemented. Marge McDermitt's prior experience grandfathers her under this section.



ARTICLE X

JURY DUTY

Any employee summoned to Jury Duty or as a witness in 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.

All monies received by an employee for serving as a juror shall be turned over to the Borough.

ARTICLE XI

OVERTIME/HOURS OF WORK

SECTION 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.

SECTION 2:

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift. It is specifically understood and agreed that in the event a Dispatchers position is unfilled, the list of dispatchers shall be canvassed prior to any other persons being solicited.

SECTION 3:

Overtime compensation shall be paid as follows:

Streets and Roads Department employees shall be paid for all time over 40 hours per week in their regular pay at time and one half.

Dispatchers shall be considered 35 hours per week as their regular work week and shall be paid overtime

for any time above 35 hours per week in their regular pay. Also, any Dispatcher required to work through the supper hour shall be entitled to reimbursement for meals at the rate of five (\$5.00) dollars each. The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

Police Records Clerk & Secretarial Assistant shall be considered a 35 hours per week position and shall be paid for all time as overtime above 35 hours per week in their regular pay.

Other Employees designated as 30 hours per week employees shall receive compensatory time off; hour for hour, for all work in excess of 30 hours and compensatory time and one half for over 40 hours.

#### SECTION 4:

Employees in the Division of Streets & Roads, when called upon to work in an emergent situation on weekends or holidays, shall receive no less than three (3) hours pay at overtime rate for each time called to work.

#### SECTION 5:

During the summer months when the beaches are open, unit members will not be required to work on beaches after 2:00 p.m.

ARTICLE XII

HOLIDAYS

SECTION 1:

The following holidays shall be "paid holidays". Employees shall be compensated at their regular rate of pay for fifteen (15) paid holidays per year as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor Day	1/2 Day New Year's Eve
	Memorial

SECTION 2:

Payment shall be in the following manner if the same is due and owing to employees whose employment is based on round the clock operation and who work shifts. Seven (7) of the said paid holidays shall be paid on July 1st and the balance of eight (8) shall be paid on December 1st.

SECTION 3:

In the event any other Borough employees not covered under this Agreement receive time off with pay based on any action by the Borough Manager, the members of the Union

covered under this Agreement shall receive commensurate time off or shall be paid for such time under the terms of this Agreement.

ARTICLE XIII

VACATION & COMPENSATORY TIME

SECTION 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, eleventh and eighteenth years, on the employees anniversary date.

First year	Twelve (12) days
Two to five years	Thirteen (13) days
Six to ten years	Sixteen (16) days
Eleven to Seventeen Years	Twenty one (21) days
Eighteen years or more	Twenty six (26) days

SECTION 2:

Permanent part-time employees shall earn vacation on a proportion basis applied to the above schedule.

SECTION 3:

Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. Any unused vacation may be carried forward one succeeding year.

SECTION 4:

Anything hereinbefore to the contrary notwithstanding, the Borough Manager shall determine and approve the dates and times of vacation to be taken by employees. The Borough Manager, whenever possible, shall base the scheduled vacations on a seniority basis.

SECTION 5:

In the event of an employee's death, payment for accumulated vacation time and accumulated compensatory time shall be made to the beneficiary as indicated on the P.E.R.S. Retirement Forms.

ARTICLE XIV  
MEDICAL, ACCIDENTAL, LIABILITY  
DENTAL AND DISABILITY  
INSURANCE PROGRAMS

**SECTION 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 the same will be continued in full force and effect.

**SECTION 2:**

The Borough agrees to provide each retiree with said above mentioned coverage as said retiree enjoyed as a full time active employee.

**SECTION 3:**

Employees who work part time may pay, at full cost to the individual, into the group benefits plan offered by the Borough.

**SECTION 4:**

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 (1/2) one half of one (1%) per cent.



**SECTION 5:**

All benefits as stated in this Article (Article XIV) shall apply to full time employees, and the two (2) school crossing guards presently considered permanent, (Dolores DiGangi and Lorraine Grant) part time and any other employee that may be receiving said benefits at the time of the signing of this contract.

**SECTION 6:**

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 or operating Borough equipment.

## ARTICLE XV

### UNIFORM ALLOWANCE

#### SECTION 1:

All full time Public works employees and Building Maintenance employees shall be supplied clean uniforms by a Uniform Supply Company. This shall consist of summer trousers and shirts, winter trousers and shirts and a winter jacket. Said Uniforms shall have the employees name and Borough seal attached by the supplier. Not wearing proper uniform shall be grounds for disciplinary action. Since there will be eleven (11) sets of uniforms every ten (10) days for each employee uniforms shall be neat and clean at all times.

#### SECTION 2:

Public Works employees shall receive five (5) tee shirts to be laundered by the employee.

#### SECTION 3:

The Borough will supply one (1) pair of safety shoes per year for the above mentioned employees. An extra pair of shoes shall be provided where needed. Not wearing proper safety shoes while employed shall be grounds for disciplinary action.

SECTION 4: - DISPATCHERS:

Dispatchers shall receive a uniform allowance of \$600.00 per year. Dispatchers shall receive a uniform maintenance allowance of \$100.00 per year.

SECTION 5: - TWO (2) SCHOOL CROSSING GUARDS:

Dolores DiGangi and Lorraine Grant shall receive a uniform allowance of \$500.00 per year.

SECTION 6: - ALL OTHER SCHOOL CROSSING GUARDS:

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

- . (1) rain coat
- . (1) rain hat
- . (1) regular hat
- . (1) traffic vest
- . (1) winter coat
- . (2) blouses (based on availability)
- . (2) pants or skirts (based on availability)

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

All employees shall be required to properly maintain uniforms.

SECTION 7: - ALL OTHER SCHOOL CROSSING GUARDS:

All School Crossing Guards (Other than Substitutes) shall receive a uniform maintenance allowance of \$50.00 per year.

**SECTION 8:**

Uniform and Maintenance Allowance will be given twice a year - April 1 and September 1.

ARTICLE XVI

EDUCATION BENEFITS

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

ARTICLE XVII

SICK LEAVE

**SECTION 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.

**SECTION 2:**

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each year of employment thereafter.

**SECTION 3:**

Sick leave not taken shall accumulate to employee's credit from year to year, and such employee shall be entitled to such accumulation leave with pay if and when needed. The Borough Manager reserves the right to request such verification of disability as he deems appropriate.

**SECTION 4:**

Full time employees may, at their option, notify the Borough Manager by November 1, 1989 and November 1, 1990 of the number of accumulative sick days they desire to sell to

the Borough. Said sick time must be accumulated from prior years and may not exceed a maximum of fifteen (15) days and may be as few and one (1). Payment for said sick time will be made not later than one month following the adoption of the annual municipal budget.

SECTION 5:

When an employee retires for reasons of disability, age, or length of service, he shall be entitled to fifty per cent (50%) of his accumulative sick days not exceeding seven thousand five hundred (\$7,500.00) in total. The retiring employee shall, if possible, advise the Borough Manager of the employees intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. 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 forms.

SECTION 6:

The New Jersey Civil Service statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

ARTICLE XVIII

INJURY LEAVE

SECTION 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 duties and covered by Worker's Compensation Insurance.

SECTION 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.

SECTION 3:

If an employee 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 shall not be entitled to payment of any additional benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.

SECTION 4:



Employees absent from duty due to an 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 salaried employees, and, in the case of per diem or hourly employees, at the regular base rate of pay.

**SECTION 5:**

The payments enumerated above will be made for a period of not in excess of twenty (20) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval by the Borough Manager. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of his injury.

**(A) Use of Injury Leave:** The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Worker's Compensation Act. The employee shall be paid the difference between his actual wages and that received from the judgement of the 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 injury, and for vacation leave.

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

ARTICLE XIX

BEREAVEMENT LEAVE

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 notice is tendered to the Borough Manager.

The immediate family is defined as Grandmother, Grandfather, Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, or any relative residing in the employee's household.

In the event of death of an employee's Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law, the Borough shall grant five (5) days leave with pay.

In the event of death of relatives other than those listed above including first cousins and those closely related, one (1) day leave shall be granted if the employee desires to attend services. Such leave shall apply to each occurrence, without limit.

ARTICLE XX  
SUSPENSIONS, DISMISSALS,  
DEMOTIONS AND PROMOTIONS

**SECTION 1:**

They shall be in accordance with R.S. Title Civil Service.

**SECTION 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.

**SECTION 3:**

There shall be a posting of all positions which are currently open and available by the Borough Manager.

**SECTION 4:**

The employer shall provide CWA - 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 3 above on the bulletin board located on the wall by the time clock in the Construction office.

ARTICLE XXI

OUTSIDE EMPLOYMENT

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 duties and must be approved by the Borough Manager.

ARTICLE XXII

UNION REPRESENTATIVES

SECTION 1:

The Borough agrees to grant time off without loss of regular pay, not to exceed six (6) days to the three local Union Delegates, to attend Union Conferences and Seminars, provided five (5) days written notice specifying the dates of the Conferences 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.

SECTION 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 unreasonable withheld, provided there shall be no interference with the normal operations of the business of Borough Government or normal duties of its employees.

ARTICLE XXIII

NO STRIKE PLEDGE

**SECTION 1:**

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation 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, sitdown, 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.

**SECTION 2:**

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

**SECTION 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 XXIV

PERSONAL DAYS

Five (5) days leave of absence with pay will be allowed to each full time employee, to be referred to as "PERSONAL DAYS".

No more than two (2) Personal Days shall be used in December.

Said Personal Days shall not be accumulative and must be utilized each year or forfeited.

ARTICLE XXV

SAFETY COMMITTEE

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

## ARTICLE XXVI

### SEVERABILITY OF THE AGREEMENT

#### **SECTION 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 findings shall not effect 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.

#### **SECTION 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.

#### **SECTION 3:**

Nothing contained herein shall be construed to deny any employee his rights under R.S. VI (Civil Service).

ARTICLE XXVII

TERM AND RENEWAL

SECTION 1:

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1991 without any reopening date. The parties hereto shall commence negotiations for a new contract at least ninety (90) days prior to the expiration date of the within Agreement. 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 19 day of  
June, 1990.

THE BOROUGH OF KEANSBURG

BY

  
Borough Manager

BY:

  
President, KEANSBURG CHAPTER  
Communications Workers of America  
Local 1032

BY:

  
Staff Representative, CWA Local 1032

ATTEST:

  
Margaret Colonna, Asst. Borough Clerk

All employees with salaries under \$10,000 as of December 31, 1989 shall receive a \$250.00 base salary adjustment effective January 1, 1990.

Beginning July 1, 1990 each employee shall receive a three per cent increase over his base salary.

SECTION 3:

Beginning January 1, 1991 each employee shall receive a four percent (4%) increase over his 1990 salary.

All employees with salaries under \$10,000 as of December 31, 1990 shall receive a \$250.00 base salary adjustment effective January 1, 1991.

Beginning July 1, 1991 each employee shall receive a three per cent (3%) increase over his base salary.

SECTION 4:

Each employee shall be paid twenty six (26) pays per year.

SECTION 5:

The salary ordinance and schedule above shall be strictly adhered to by the Borough and its employees.

SECTION 6:

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

SECTION 7:

The retroactive payment for the period of January 1, 1990 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 the signing of this Agreement they are presently employed.



SECTION 5: - TWO (2) SCHOOL CROSSING GUARDS:

Dolores DiGangi and Lorraine Grant shall receive a uniform allowance of \$500.00 per year.

SECTION 6: - ALL OTHER SCHOOL CROSSING GUARDS:

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

- . (1) rain coat
- . (1) rain hat
- . (1) regular hat
- . (1) traffic vest
- . (1) winter coat
- . (2) blouses (based on availability)
- . (2) pants or skirts (based on availability)

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

All employees shall be required to properly maintain uniforms.

SECTION 7: - ALL SCHOOL CROSSING GUARDS:

All School Crossing Guards (Other than Substitutes) shall receive a uniform maintenance allowance of \$50.00 per year.

SECTION 8:

Uniform and Maintenance Allowance will be given twice a year - April 1 and September 1.

ARTICLE VIII

LONGEVITY PAY

All permanent full-time employees shall receive longevity pay from their date of hire in accordance with the following schedule. Said pay will be given on the anniversary date of the employee.

Effective January 1, 1990 all steps of the longevity schedule shall be increased by \$50.00.

1. Beginning at the completion of five years through the tenth year of service \$250.00
2. Beginning the eleventh year of service through the fifteenth year of service \$450.00
3. Beginning the sixteenth year of service through the twentieth year of service \$650.00
4. Beginning the twenty first year of service through the twenty fifth year of service \$850.00
5. Over twenty six years of service and thereafter \$1,050.00.

Effective January 1, 1991 steps 2 through 4 of the longevity schedule shall be increased by \$50.00.

All Grandfathered Crossing Guards shall receive pro-rated longevity.

Attached hereto and made a part hereof are the names of the present employees along with their date of hire which shall act



as their anniversary date.

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 to this Article pro rated over the amount of days worked in the employee's longevity year.

Any employee suspended shall forfeit longevity pro rated on the period of suspension

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 to this Article pro rated over the amount of days worked in the employee's longevity year.



NAME	DATE OF HIRE
Acconzo, Patsy	7/11/88
Amato, Eva Marie	5/30/89
Berger, Wesley	10/31/88
Byrnes, Laurie	8/21/89
Cerreta, Joseph	11/16/73
Colonna, Margaret	4/20/82
Crossnohere, Dolores	4/05/89
Dethlefsen, Gloria	12/02/70
DiGangi, Dolores	9/03/74
DiGrigorio, Rose Marie	11/18/85
Diomedede, Mary	2/08/88
Donlon, Edward	3/10/87
Gall Margaret	1/14/74
Gallagher, Beatrice	9/25/84
Grant, Lorraine	4/03/75
Patricia Hamilton	10/06/76
Lamberson, John	8/21/89
Lounsbury, John	5/11/89
McDermitt, Margaret	11/01/61
Monohan, Claire	5/07/79
Moran, Eugene	8/15/88
Mosiello, Anthony	8/25/88
Murray, Andrew	3/14/88
Palmer, Richard	10/17/88
Plummer, Nora	8/15/88
Rafferty, James	1/17/72
Shaw, Claire	4/04/88
Sherry, Coleen	1/23/90
Sellitti, Barbara	9/20/89
Smith, Francis	8/22/79
Sullivan, Sarah	2/01/76
Thompson, Michael	9/26/88
Trebotica, Rita	3/01/88
Walters, Rhonda	10/23/89
Zeiser, Celeste	2/13/89
Hall, Evelyn	8/22/88