

*Mary Adams*

**AGREEMENT**

**between**

**THE BOROUGH OF KEANSBURG**

**NEW JERSEY**

**and**

**COMMUNICATION WORKERS OF AMERICA 1044**

**January 1, 1986 through December 31, 1987**

Communications Workers of America  
AFL-CIO

NJCSA/CWA Local 1044  
107 High Street  
Post Office Box 723  
Mount Holly, N.J. 08060  
(609) 267-1640



JOHN LAZZAROTTI  
*President*

OFFICERS  
BERNICE KRAWCZYK  
*First Vice President*  
FLORENCE McNAMARA  
*Secretary-Treasurer*  
ROBERT LOWE  
*Sergeant-at-Arms*

1987

Dear Member:

Please find attached a copy of your contract. The Union is providing you as a member with this copy and we suggest you familiarize yourself with it and keep it in a handy place.

Fraternally

A handwritten signature in cursive script that reads 'John Lazzarotti'.  
John Lazzarotti, President  
C.W.A. Local 1044

JL:fm

P R E A M B L E

THIS AGREEMENT is made and entered into on the 1st day of January, 1986, 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 1044, herein after 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 pursuant to a resolution adopted on the day of \_\_\_\_\_ 1986.

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

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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 as persons represented by the Union in the above-defined negotiating unit.

*Edward C. Wayland*  
*July 22 1987*

ARTICLE II

DURATION OF AGREEMENT

The term of this contract shall be from January 1, 1986 through December 31, 1987; 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 generality 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 Association 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 Association.

#### 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. 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 all 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 Civil Service Regulations. A grievance shall be settled in the following manner.

##### Step One:

The aggrieved shall institute action within five (5) working days after

## ARTICLE V - GRIEVANCE PROCEDURE (CON'T)

~~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 have no right to vary or modify the terms of this Agreement and shall render his 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

ARTICLE V - GRIEVANCE PROCEDURE (CON'T)

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 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 news deduction 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 - 1044 affects a change in the rate of membership fees, CWA - 1044 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 - 1044 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, 1986 for each of the classifications shown shall be as follows:

- Assessing Clerk p/t		2,825.00
Bookkeeping Machine Operator/Payroll Clerk		8,000.00
Borough Court Clerk		10,500.00
Building Maintenance Worker p/t	\$3.50 - \$5.00 hr.	
Building Maintenance Worker f/t		10,500.00-
Clerk		6,500.00
Clerk/Typist p/t		2,500.00
Clerk Typist f/t		6,900.00
Laborer		9,000.00
Library Trainee p/t		2,500.00
Mechanic		14,000.00
Mechanics Helper		9,000.00
+ Parking Meter Repairer p/t	\$5.00 - \$7.00 hr.	
Police Radio Dispatcher		8,000.00
Police Records Clerk		7,500.00
Principal Account Clerk		7,500.00
+ Principal Clerk (Typing)		8,500.00
Public Works Repairer		8,000.00
Road Foreman		11,000.00
School Traffic Guard	\$4.50 - \$6.35 hr.	
+ Secretarial Assistant		9,000.00
Street Sweeper		9,000.00
Public Works Superintendent		20,000.00
Superintendent of Public Property		10,000.00
Tax Clerk		6,500.00
Telephone Operator/Recpt.		6,500.00

ARTICLE VII - SALARIES (CON'T)

SECTION 2:

Beginning January 1, 1986 each employee shall receive a seven per cent (7%) increase over his 1985 base salary. This shall be paid in a lump sum as practically possible after the signing of this Agreement for the increase in each employee's salary from January 1, 1986 to the signing of this Agreement.

SECTION 3:

Beginning January 1, 1987 each employee shall receive a eight per cent (8%) increase over his then present 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 all its employess.

SECTION 6:

The retroactive payment for the period of January 1, 1986 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.

## ARTICLE VIII

### LONGEVITY PAY

All permanent full-time employees shall receive longevity pay for their years of service since achieving their permanent status in accordance with the following schedule:

1. Beginning at the completion of five years through the tenth year of service \$200.00
2. Beginning the eleventh year of service through the fifteenth year of service \$400.00
3. Beginning the sixteenth year of service through the twentieth year of service \$600.00
4. Beginning the twenty first year of service through the twenty fifth year of service \$800.00
5. Over twenty six years of service and thereafter \$1,000.00.

Longevity will be paid in a lump sum on the person's anniversary date each and every year.

Attached hereto and made a part hereof are the names of the present employees along with their date of permanent employment 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 based on the period of suspension.



ARTICLE VIII - LONGEVITY (CON'T)

<u>NAME</u>	<u>DATE OF PERMANENT APPOINTMENT</u>
Peter Jogis	3/ 3/80
Lorraine Ryan	2/26/75
Claire Monahan	6/16/81
Ellen Parks	12/ 1/75
Gloria Dethlefsen	1/15/75
Catherine Jennings	6/19/67
Sarah Sullivan	5/25/79
Margaret Gall	1/14/74
Patricia Hamilton	10/20/76
Margaret McDermitt	1/15/75
Joseph Cerreta	3/26/74
Ronald Ekbon	7/ 2/80
James Rafferty	12/ 1/75
Stanley Szumowicz	12/31/71
Vincent Walling	7/28/80
F. Richard Smith	4/10/80
Carole Carey	2/26/75
Margaret Colonna	1/ 3/83
Sharon Weber	9/27/83
Tamara Keighron	9/29/83
Marie Hayes	7/20/84
Rose Marie DiGrigorio	2/18/86
Geraldine Kolba	2/18/86
Patricia Rozzo	1/27/86

ARTICLE IX

ADDITIONAL BENEFITS

SECTION 1:

All Street & 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.

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 & 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 dollars (\$5.00) 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 hour 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 of weekends or holidays, shall receive no less than three (3) hours pay at overtime rate for each time called to work.

ARTICLE XI - OVERTIME/HOURS OF WORK (CON'T)

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
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor Day	1/2 Day New Year's Eve

#### 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 works 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

VACATIONS

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. Vacations 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.

## 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 Optometrics 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, subject to Garden States reduction in coverage upon retiree reaching age sixty-five (65) and therefore, eligible for Medicare under the present Social Security program.

#### 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 the benefits of a State Disability insurance program on a share basis of one/half of one (1%) percent.

#### SECTION 5:

All benefits as stated in this Article (Article XIV) shall apply to full time employees, and the three (3) school crossing guards presently considered permanent, (Dolores DiGangi, Lorraine Grant and Rosalie Pulaski), 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 all 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.



ARTICLE XV

UNIFORM ALLOWANCE

SECTION 1:

Effective January 1987, 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:

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

SECTION 3: - DISPATCHERS

Dispatchers shall receive a uniform allowance of \$550.00 per year.

SECTION 4: - THREE (3) SCHOOL CROSSING GUARDS:

Dolores DiGangi, Lorraine Grant & Rosalie Pulaski shall receive a uniform allowance of \$458.30 per year.

SECTION 4: - ALL OTHER SCHOOL CROSSING GUARDS:

All other School Crossing Guards will receive necessary uniforms as determined by the Chief of Police.

SECTION 5:

Uniform allowance will be given twice a year - 1 April & 1 September.

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 unreasonably 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 accumulative 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, 1985 and November 1, 1986 of the number of accumulative sick days they desire to sell to the Borough. Said number of sick days may not exceed a maximum of fifteen (15) days and may be as few as one (1). Payment for said sick time shall not be made not later than December 15 of the respective year.

#### 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 dollars (\$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.

ARTICLE XVII - SICK LEAVE (CON'T)

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 of 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.

ARTICLE XVIII - INJURY LEAVE (CON'T)

- (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 between his actual wages and that received from the State shall 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 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 or Sister-in-Law the Borough shall grant three (3) 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 - 1044 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 in the receptionist's area across from the Manager's 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 for 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

Four (4) days leave of absence with pay will be allowed to each full time employee, to be referred to as "Personal Days."

This day cannot be used towards vacation or on the day before or after a holiday.

Said personal days shall not be accumulative and must be utilized each year or forfeited.

ARTICLE XXV

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 this 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 herein shall be construed to deny any employee his rights under R.S. VI (Civil Service).

ARTICLE XXVI

TERM AND RENEWAL

SECTION 1:

This Agreement shall be in full force and effect as of January 1, 1986 and shall remain in effect to and including December 31, 1987, 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, Mounmouth County, New Jersey on this 13<sup>th</sup> day of August, 1987.

THE BOROUGH OF KEANSBURG

BY Edward C. Weyand  
BOROUGH MANAGER

BY: John Lazzarotti  
PRESIDENT, JOHN LAZZAROTTI  
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1044

BY: Bernice Krawczyk  
STAFF REPRESENTATIVE, BERNICE KRAWCZYK  
C.W.A. LOCAL 1044

ATTEST:

Luke Swell  
BOROUGH CLERK

