

AGREEMENT

between the

BOROUGH OF SOUTH PLAINFIELD - LOCAL 3970

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

(AFSCME)

AFL-CIO, COUNCIL 73

JANUARY 1, 2006- DECEMBER 31, 2010

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PREAMBLE

This Agreement is made this _____ day of _____, 2007, by and between the Borough of South Plainfield, a Municipal Corporation of the State of New Jersey (hereafter the "Employer" or the "Borough"), and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 73 (hereafter the "Union").

ARTICLE I - RECOGNITION

A. The Employer hereby recognizes the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 73, as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for all employees represented by the Union.

B. Included in the negotiating unit shall be all eligible full-time and permanent part-time employees who work a minimum of twenty (20) hours per week for the Borough. However, it is agreed that all employees such as Police Officers, Road Department employees, Heads of Departments and Agencies, Members of Boards and Commissions, Managerial Executives and all Supervisors having the power to hire, discharge, discipline, evaluate, promote or effectively recommend, same and confidential employees are excluded from the unit.

C. The Employer will notify the Union president in writing of all promotions, demotions, transfers, suspensions, discharges, layoffs or grievances within the bargaining unit. The Employer will notify the Union president of all additions and deletions to the payroll of covered employees as they occur.

ARTICLE II - DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect retroactively from January 1, 2006 until its expiration on December 31, 2010.

B. Negotiations for a successor agreement shall commence no later than September 15, 2010. It is understood that should a new agreement not be settled prior to the expiration of this Agreement, all benefits and terms contained herein shall remain in full force and effect.

ARTICLE III - UNION REPRESENTATIVES

A. The Borough recognizes the right of the Union to designate a Union president or designee and one (1) Union steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the Borough with the names of the president or designee and steward and will notify the Borough of any changes.

B. The authority of the president or designee or Union steward designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the president or designee or steward to perform any of such duties during their work time, the president or designee or steward may be released from work by

his/her supervisor when it is convenient to the Borough only to the extent necessary to make the investigation and for conferring with the Borough representative. The supervisor must grant permission for the representative to conduct such hearing.

ARTICLE IV - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, in a good faith effort to reach an agreement. The parties shall commence negotiations not later than September 15th of the last year of this Agreement.
- B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Borough Council and the members of the Union for ratification, decision or vote. Any agreement of the parties shall be reduced to writing and shall become the contractual Agreement.
- C. The Employer shall make no changes unilaterally in any negotiable terms and conditions of employment except as specified in this Agreement and under law.
- D. Negotiations will be held at times and locations convenient to both parties.

ARTICLE V - MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon or vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of or foregoing the following rights:
1. The executive management and administration control of the department and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 2. To make rules of procedure and conduct, to use improved methods and equipment as well as duties, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, whether permanent, temporary or seasonal; and to promote subject to Civil Service, transfer, assign or retain employees in positions within the Borough.
 5. To set rates of pay for temporary or seasonal employees within the meaning of Civil Service.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough from its rights, responsibilities and authority under R.S. 40A:1-1, et seq., or any National, State, County or Local Law or Regulation.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights.

ARTICLE VI - GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the negotiable terms and conditions of employment. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of employment.

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

E. PROCEDURE

1. LEVEL ONE: An employee with a grievance should first discuss it with his/her immediate supervisor, either directly or with the Union representative, with the objective of resolving the matter informally.

2. LEVEL TWO: If the aggrieved person or group is not satisfied with the disposition of his/her grievance at LEVEL ONE or if no answer has been rendered within five (5) working days following its presentation, it shall be reduced to writing and submitted to the immediate supervisor.

3. LEVEL THREE: Should no acceptable agreement be reached within five (5) days, the grievance shall be submitted to the Borough Administrator, who will have ten (10) working days to render a decision in writing.

4. LEVEL FOUR: If no satisfactory decision should be reached at LEVEL THREE, or should no response be received within the specified ten (10) days, within fifteen (15) working days the grievance may be submitted to the Borough Council. The Council shall meet with the Union and discuss the grievance within ten (10) working days after requested to do so by the Union. The Council shall render its decision within fifteen (15) calendar days.

5. LEVEL FIVE: Within five (5) calendar days of the Mayor and Council or their designee's decision, the Union may apply to the Public Employment Relations Commission ("PERC") for binding arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Union will send notice to the Employer of its application for arbitration.

a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the arbitrator shall be binding upon the Employer and the employee.

c. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Employer and the Union.

e. Only one issue at a time may be submitted to arbitration unless otherwise agreed to by the parties.

F. MISCELLANEOUS

1. All grievances must show the signature of the Union's designated chairperson or president except where the grievant is representing him/herself.

2. All decisions in the grievance procedure, except informal LEVEL ONE, shall be in writing, setting forth the decision and the reason(s) therefore, and shall be submitted in accordance with Section C of this Article.

3. All hearings and meetings in this procedure shall be confidential and not conducted in public.

4. An aggrieved person may be represented at all levels of the grievance procedure by him/herself, or by a representative approved by the Union. Copies of any unofficial grievance submitted by the Union. Copies of any unofficial grievance submitted by an individual shall be forwarded by the Employer to the Union. When a grievant is not represented by the Union, the Union may be represented to offer its position and safeguard the integrity of the Agreement on all levels of the procedure. It shall be the responsibility of the Employer to inform the Union, in writing, in the event a grievance is filed by an individual acting without Union representation. This Agreement in no way limits the right of an individual to confer with his/her Employer on any matter of

mutual concern. No such problem shall be remedied in such a manner as to be in conflict with or modify any provision of this Agreement.

5. The aggrieved shall have twenty (20) calendar days to file a grievance at LEVEL ONE after a situation arises or after he/she first learns of it or reasonably should have learned of it.

6. Grievance hearings will be held at times and locations convenient to both parties.

7. Reference to days means working days unless otherwise stated.

8. If a grievance is filed as a result of action taken by the Borough Administrator, Mayor or Borough Council, LEVEL ONE of the grievance procedure shall be the Borough Administrator.

ARTICLE VII - MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Borough to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Borough, and that the Union will publicly disavow each action, order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. 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 in equity for injunction or damages, or both, in the event of such breach by the Union by its members.

ARTICLE VIII - MATERNITY LEAVE & FAMILY LEAVE

Female employees shall be allowed to use accrued sick time and vacation time for maternity leave. The period of actual incapacity for work must be supported by a physician's certificate. The employee may request additional leave without pay for up to six (6) months with the approval of the Mayor and Council.

The employee will comply with all rules and regulations pertaining to the Federal and State Family Leave Act.

ARTICLE IX - SAFETY

An employee, upon discovering an unsafe or hazardous condition, will immediately inform his/her supervisor in writing. The supervisor shall investigate and report his/her findings to the Employer and employee in writing. All Borough employees are required to have a high regard for personal safety and the safety of others. Employees are subject to disciplinary action if they do not use Employer-supplied safety equipment.

ARTICLE X - HEALTH CARE INSURANCE PROGRAM

A. HEALTH INSURANCE - The Employer agrees to maintain the current level of health insurance benefits, \$200.00 deductible, (80-20) co-insurance and \$1,000,000.00 maximum to include dependent coverage at no cost to the employee. If the Borough exercises its right to change insurance carriers or self-insure, benefit levels shall be equal to or better than current benefit levels.

Any employee hired after January 1, 2002 will pay a percentage for health care, according to the Middlesex County Health Care schedule. (attached)

B. PRESCRIPTION PLAN - The Employer agrees to maintain the current level of coverage to include dependent coverage at no cost to the employee with a \$10.00 co-pay for name brand prescriptions; \$5.00 co-pay for generic prescriptions and \$20.00 co-pay for name brand prescriptions and \$20.00 name brand prescriptions co-pay and \$10.00 for generic prescriptions co-pay for mail order prescriptions. If the Borough exercises its rights to change insurance carriers or self-insure, benefit levels shall be equal to or better than current benefit levels.

C. OPTICAL PLAN - The Employer agrees to provide an annual eye examination for each employee together with prescription eyeglasses every year. The combined cost to the Employer for the annual eye examination and for the prescription eyeglasses or lenses shall not exceed four hundred (\$400.00) for every alternate year. The employee can use the annual allotment for a family member if the employee chooses. Lost or damaged eyeglasses or lenses will be replaced at full value if damage or loss occurred on the job.

D. DENTAL PLAN - The Employer will provide full family a dental care program equal to or better than that referred to as "The Delta Dental Plan" with Preventive & Diagnostic Services at 100%, Remaining Basic Services at 80%, Crown and Prosthodontic Service 80%, \$2,000 calendar year maximum per patient, and lifetime maximum per patient for Orthodontic Services at \$1200.

E. The Borough has the right to change insurance carriers or institute a self-insurance program so long as a better or a substantially similar level of benefits and administration is provided.

F. Employees will have the option to enroll in the same disability plan as Local 866 with the same co-pay provisions.

ARTICLE XI - HOLIDAYS

A. The Employer agrees to pay each employee a full day's pay without working for each of the following holidays:

- 1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

B. Any holiday which falls on a Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday. Any day designated by the President of the United States or Governor of the State of New Jersey as a holiday will also be observed by the Borough.

C. In the event a holiday named in the Agreement or a holiday authorized by executive or legislative order of Federal, State or Local government falls during an employee's vacation period, said employee shall receive an additional vacation day.

D. All hours spent in the service of the Employer on any holiday shall be paid at time and one-half (1-1/2) in addition to eight (8) hours' straight-time holiday pay.

ARTICLE XII - VACATION

A. On completion of six (6) months' service, an employee is entitled to one (1) day for each month worked up to one year, or twelve (12) days with pay.

Table with 2 columns: Description of service completion and corresponding vacation days with pay. Rows include: (1) year...12 days with pay, (2) years...12 days with pay, (5) years...16 days with pay, (10) years...19 days with pay, (15) years...22 days with pay, (20) years...25 days with pay, (25) years...28 days with pay.

Employees hired after July 1, 1994 shall enjoy the following vacation schedule:

Table with 2 columns: Description of vacation schedule and corresponding days. Rows include: Year one (1) ... 10 days, one (1) per month, On completion of year 1 - 9... 12 days, On commencement of year 10 - 14... 15 days, On commencement of year 15 - 19... 17 days, On commencement of year 20 - 24... 18 days, On commencement of year 25 and up... 23 days.

C. Employees must submit vacation preferences by April 1st of each year. Failure to timely submit such request shall result in the Employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority.

D. When an employee requests permission to use an individual vacation day or part thereof, such request shall be granted at the discretion of his/her department head.

E. Changes in the scheduling of vacation will not be permitted without the prior approval of the employee's supervisor.

F. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of his/her supervisor.

G. Vacation carry over will be in accordance with the existing Personnel Policy. Those employees that have carried over more than ten (10) days from year to year will have five years from the date of this contract to reduce their time to ten (10) days or they will lose those days in excess of ten (10) days.

ARTICLE XIII - SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, which makes it impossible for the employee to perform the duties of his/her position, accident or exposure to a contagious disease requiring isolation, or attendance upon a member of the employee's immediate family in his/her household who requires care. The employee may request sick leave for family residing outside of the home; approval by the department head shall not be unreasonably denied.

B. All employees with more than one (1) year of service shall be eligible for fifteen (15) sick days per year. Employees in their first year shall be entitled to one (1) sick day per month. During the employee's first six (6) months of service, the employee may accumulate but not take any sick leave. Sick leave carry over from year to year will be in accordance with the existing Personnel Policy.

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such request shall not be arbitrary or capricious. Abuse of sick leave shall be cause for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to request a medical physician to examine the reports on the condition of the patient. Said reports must be sent to the Borough Administrator. The employee agrees to cooperate in supplying said medical reports.

2. Such examination shall be at the Borough's expense and during normal working hours.

D. During protracted periods of illness or disability of an employee, the Borough Administrator may require interim reports at Borough expense on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or Borough medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

E. The rules, which follow, apply to the payment of salaries during period of illness or disability for regular permanent full time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well being of other employees and, if the employee's condition warrants, the employee may be directed to take sick leave. The department head may direct the employee to a medical physician at Borough expense for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed when the employee does not report to a medical physician when directed to do so.

H. The recommendation of the Borough appointed medical physician as well as that of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough appointed medical physician and the personal physician to require the employee to submit to an examination by a third doctor at Borough expense.

I. If an employee comes to work and leaves early due to illness, the employee shall be deducted what is left of the work day.

ARTICLE XIV - PERSONAL DAYS

An employee will be entitled to three (3) days per year. Personal days may be taken in half days or full days. Personal days may be used in conjunction with vacation days and Borough holidays. Personal days are subject to approval by the Department Head. Every effort will be made to comply with the wishes of the employee. Personal days must be used in the year accrued and cannot be carried over to future years.

ARTICLE XV - EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Borough hereby agrees that all employees shall have the right freely to organize, join and support the Union and any affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under code of law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Union, participation in any lawful activities of the Union, collective negotiations with the Borough, or in the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Borough shall not discipline any member covered by this Agreement without just and proper cause.

C. All disciplinary actions taken by the Borough will take one or more of the following formats:

1. Informal, private or oral reprimand;
2. A written memorandum of censure;
3. A letter of admonition from the Borough Administrator;

4. Suspension from duty without pay taken by action of the Borough Administrator or designee;
5. Transfer or demotion by action of the Borough Administrator or designee. Demotion shall include, but not be limited to loss of pay; and
6. Dismissal from service by action of the Borough Council or the Borough Administrator.

D. Employees covered by this Agreement shall be entitled to Union representation in accordance with law. Any suspension, transfer, demotion or dismissal may be grieved under Article V of this Agreement, except as modified under Department of Personnel rules.

E. All documents in any way connected with an Employee's disciplinary history shall be placed in said Employee's personnel history file at Borough Hall and may be viewed in accordance with Article XXXIV of this Agreement.

F. Probationary employees may be separated from their employment by action of the Borough Council or its designee at any time without recourse from said employees.

ARTICLE XVI - UNION RIGHTS

A. UNION DUES DEDUCTION

1. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), a amended. Paid money, along with any records of corrections, shall be transmitted after each pay period.

2. The amount of annual dues shall be certified each year in the month of January with the appropriate Borough office. The Borough agrees to adjust the amount of dues deducted from each employee, commencing with the January pay period, at the newly certified rate.

3. The Borough shall be provided with the appropriate dues deduction authorization form by the Union. The Borough further agrees to honor any new employee and/or any new member upon notice as the occasion may occur.

B. The Union shall have reasonable use of one (1) bulletin board located in the Municipal Building and one (1) elsewhere where other employees have access. Use of such bulletin boards must pertain to Union business and be approved by the Union president.

C. The Union president shall have the option of being accompanied by an individual when asked to meet with the Employer on Union business as long as the work load will be covered without additional compensation. Such meetings are to be held at a time convenient to both parties.

D. For those employees who are included in the AFSCME Union bargaining unit but do not obtain membership in the Union, the Borough will implement a fair share representation fee equal to eight-five percent (85%) of the Union's dues, initiation fees and assessments, which shall be withheld in accordance with the law. The Union shall indemnify the Borough from all liability resulting from and or caused by dues deduction or fair share representation fees.

E. The Union shall have reasonable use of municipal facilities for its meetings with the approval of the Borough Administrator. Such approval shall not be unreasonably withheld.

F. The Borough Administrator shall have the right to object to any information posted on the bulletin board located in the Municipal Building and request that any controversial information be removed from that bulletin board. If the Union refuses to remove the alleged controversial information, a prompt meeting shall be scheduled between the Union and the Borough and the information shall be removed pending the determination reached at that meeting.

ARTICLE XVII - SENIORITY, JOB POSTING AND JOB DESCRIPTIONS

A. All non-professional and professional personnel vacancies and/or new positions arising within the system shall be advertised to all present personnel before seeking outside candidates.

B. JOB DESCRIPTIONS - It is recognized that efficiency and description of duties are important facets of office management. Therefore, job descriptions for all employees shall be maintained and updated by the Job Description/Reclassification Committee, and these job descriptions shall be recommended to the Mayor and Council.

C. A standing Job Description/Reclassification Committee shall be formed for the purpose of hearing applications for job reclassification. The Committee shall consist of appropriate personnel, appropriate supervisors and officials from AFSCME. This joint committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the Borough. This Committee shall meet as often as necessary, but at least once a year.

D. Seniority is defined as an employee's length of service with the Borough beginning with the employee's first date of commencing work with the Borough. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probation period. Once an employee has completed the probation period, seniority shall accumulate until that employee resigns, is discharged for cause, or retires.

E. The Borough agrees to post a notice of any new job vacancy on the Union bulletin board for a period of seven (7) working days. The Borough agrees to follow Department of Personnel rules. The Borough agrees to provide a copy of a notice to the designated AFSCME Union representative.

ARTICLE XVIII - FUNERAL LEAVE

A. Employees shall be granted up to three (3) calendar days to attend or make arrangements for a funeral of a deceased member of the employee's immediate family from the day of death or the day of the funeral. The immediate family is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or relative residing in employee's home. For the following six (6) members of the employee's immediate family, the employee will be allowed five (5) calendar days: spouse, child, mother, father, sister and brother. This time shall not be charged against the employee's sick or vacation time. If additional time is needed, approval may be granted by the Borough Administrator and time is charged against sick time or vacation.

B. Employees shall be granted only one (1) day to attend the funeral of an aunt or uncle, niece or nephew, or the aunt or uncle of his/her spouse.

ARTICLE XIX - CLOTHING ALLOWANCE

Eligibility for uniform allowance shall remain as per prior practice for Engineering Field Inspectors, Code Enforcement Inspectors, Recycling Groundskeepers, 9-1-1 Dispatchers, and Fire Inspectors, OEM Clerk Typist/Logistic Officer and Omni Bus Drivers. The amount of said allowance shall be:

\$ 1,100.00 - 2006
\$ 1,100.00 - 2007
\$ 1,100.00 - 2008
\$ 1,100.00 - 2009
\$ 1,100.00 - 2010

The Employer will determine the proper uniform and ensure they are worn.

ARTICLE XX - PROFESSIONAL EMPLOYEE RIGHTS

A. TRAINING, TRAVEL AND PROFESSIONAL ORGANIZATION DUES - The Borough shall be responsible for all registration fees, sundry expenses, and release time for seminars, workshops, and lectures and/or other programs for mandated professional improvement or maintenance of required professional certification. Non-required seminars, workshops, and lectures shall be considered by the Borough Administrator for reimbursement at his/her sole discretion. Mileage, travel, and other related expenses to and from such sessions shall be paid by the Borough. The mileage rate shall be the current IRS maximum.

B. SAVE HARMLESS - The Employer agrees to indemnify and hold employees harmless from any liability, which employees may incur arising out of performance of their duties pursuant to this contract. The Employer further agrees to provide employees with the necessary means for the defense of any action or legal proceeding arising out of or incidental to the performance of their duties, but not for their defense in any proceeding arising out of or commenced against the Borough of South Plainfield or any instrumentality thereof, or other disciplinary proceeding instituted against them by the Employer or in any criminal proceeding instituted as a result of a complaint by the Employer.

ARTICLE XXI - JURY DUTY

When an employee is called for jury duty, the employee shall be paid the regular rate of pay upon proper presentation of evidence of jury service and shall not be required to remit the jury pay to the Borough. If during jury duty, for any given reason, the employee has been excused, or if there is no court scheduled for any given day, an employee is expected to report to work. If an employee does not report to work, he/she will be charged for a sick or vacation day.

ARTICLE XXII - LONGEVITY

A. In addition to annual salaries, employees shall be entitled to receive longevity compensation according to the following schedule:

5 through 9 years.....2.0% increase
10 through 14 years.....4.0% increase
15 through 19 years.....6.0% increase
20 years or more.....8.0% increase

B. Employees hired after July 1, 1994 shall not be eligible for longevity.

ARTICLE XXIII - HOURS OF WORK, OVERTIME AND CALL OUT TIME

A. All employees normal work week wick consist of thirty-five hours per week with the exception of employees covered by Appendix B.

B. Overtime is defined as any work beyond normally scheduled hours. Overtime shall be kept to a minimum and must be authorized only by the department head or Borough Administrator. Overtime is subject to availability of funds in the current account budget. Compensation for overtime shall be made at a rate of one and one-half (1-1/2) times the hourly rate or as otherwise stated by contract.

C. Call out time is defined as an employee recalled after their completion of normal shift. Call out time does not apply if an employee continues to work after the end of the normal shift. An employee will receive a minimum of three (3) hours call out time paid at the rate of one and one-half (1-1/2) times employee's hourly rate of pay.

ARTICLE XXIV - PAY DAY

Employees will be paid every other Thursday (bi-weekly). When payday falls on a holiday, then the preceding day will be payday.

ARTICLE XXV - MILITARY LEAVE

A. Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training shall be a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Borough within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XXVI - LEAVE OF ABSENCE WITHOUT PAY

Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to the Borough Council. The Borough Council will consider each case of its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be granted at the discretion of the Council. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Such decision shall be grievable to the Borough Council.

ARTICLE XXVII - PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the department head for an additional forty-five (45) days.

ARTICLE XXVIII - DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, martial status, sex, national origin or political affiliation.

B. The Employer and the Union agrees that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's relationship or non-membership or activity or non-activity in the Union.

ARTICLE XXIX - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXX - SALARY

Retroactive to January 1, 2006, all employees will receive \$1,000.00, with the exception of Fire Prevention Inspector and all Telecommunicators.

Retroactive to January 1, 2006 any employee required to maintain a valid CDL driver license for their current job duties, will receive a one time \$3,000.00 increase to their base pay.

Retroactive to January 1, 2006, there will be an across-the-board increase of 3.90%.

Effective January 1, 2007, there will be an across-the-board increase of 3.90% for each employee.

Effective January 1, 2008, there will be an across-the-board increase of 3.90% for each employee.

Effective January 1, 2009, there will be an across-the-board increase of 3.90% for each employee.

Effective January 1, 2010, there will be an across-the-board increase of 3.90% for each employee.

ARTICLE XXXI - EDUCATION

All educational courses that are job related or that may enable an employee to qualify for promotional advancement in the Borough and that are successfully completed and successfully passed as defined by the institution by the Borough unit members shall be reimbursed by the Borough in the amount of seventy-five percent (75%) of the total cost. Any course mandated by the Federal, State, County or Municipal level shall be reimbursed at one hundred percent (100%) of the total cost.

ARTICLE XXXII - FULLY BARGAINED AGREEMENT

A. The Employer and the Union agrees that this Agreement is the complete agreement between them and that no other understanding or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other agreements entered into between the Union and other Employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

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

ARTICLE XXXIII - SEPARATION FROM SERVICE

A. Employees who have attained permanent status may be temporarily suspended from the Municipality's employ by layoff or suspension, or permanently separated by resignation, dismissal or retirement, subject to the Rules and Regulations of the Civil Service Department of the State of New Jersey.

1. **LAYOFFS** - Whenever there is a lack of work or a lack of funds, which may require a reduction in the number of employees in a department, the required reductions shall be made by the Mayor and Council. Employees shall be laid off (and recalled) according to their length of service within the effected job classification in a particular department. Employees so affected shall be given 45 days notice.

2. **RETIREMENT** - Employees enrolled in the Public Employees Retirement System, are subject to the benefits, requirements and provisions of those plans. Specifics on age at time of termination of duty can be determined by the Payroll Clerk.

a. Sick leave carry over will be in accordance with the existing Borough policy. At your retirement, you will be compensated (at your current rate) for the time accrued. Employees hired after July 1, 1994, are capped at a \$15,000 payment. Vacation days shall be prorated on a monthly basis up to the date of retirement (current year).

b. It shall be the exclusive choice of the retiring employee to choose payment for accumulated sick and vacation days (as determined by and in accordance with Borough Ordinances #872, #890 and #1466). For the last year of employment, sick and vacation time will be pro rated. The employee may choose to receive the payment in weekly payroll checks or a lump sum payroll check at the most current rate of pay. If the employee chooses to receive payment in weekly payroll checks they will not be entitled to the following:

1. Additional sick or vacation time during said period.
2. Holiday pay for any holiday occurring during said period.
3. Salary increases if said period spans two (2) fiscal and or calendar years.

c. Upon retirement after completion of twenty-five (25) years of service in the Public Employees' Retirement System (PERS), all benefits listed in Article X will be continued by the Employer at no cost to the employee.

3. **RESIGNATION** - a. An employee may resign from his/her position by tendering a written letter of resignation to his department head who, in turn, shall forward it to the Borough Administrator. Unless there are disciplinary charges pending against the employee, the Borough Administrator shall notify the employee of acceptance of his/her resignation in good standing.

b. Any employee who leaves the employ of the Borough in good standing with less than ten (10) years active service will be entitled to receive his/her pro-rata unused vacation time, which shall be paid in the form of weekly payroll checks. Any employee who leaves the employ of the Borough in good standing with

ten (10) or more years of active service will be entitled to receive his/her accumulated sick and vacation time which shall be paid in the form of weekly payroll checks.

c. Employees must provide the Borough with at least two (2) weeks notice to receive the above termination benefits.

d. An employee that passes away will have all his/her accumulated sick and vacation time paid to his/her estate in a one lump sum payment at employees most current rate of pay.

ARTICLE XXXIV - ACCESS TO PERSONNEL FILES

An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal history file maintained at Borough Hall at any reasonable time upon five (5) working days' written notice to the custodian thereof. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such file a response to anything contained therein within seven (7) days of receipt of the document.

ARTICLE XXXV - SIGN OFF

In witness whereof, the parties hereto have caused those present to be signed by their duly authorized officers the day and year first written above.

AGREED:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) AFL-CIO, COUNCIL 73

BOROUGH OF SOUTH PLAINFIELD

Timothy A. Deery
/s/

Charles Burton
/s/

ATTEST:

ATTEST:

Jean Sherwood
/s/
Gabriel Hollain
James J. Scorselli
Edward J. ...
Shana Wood

[Signature]
/s/ Borough Administrator

APPENDIX A
FIRE PREVENTION INSPECTORS

All provisions of this Collective Bargaining Agreement apply to the Fire Prevention Department along with the following modifications:

ARTICLE XXIII
HOURS OF WORK, OVERTIME AND CALL OUT TIME

On-Call Pay - Any bureau of Fire Prevention employee covered by this labor agreement who should be required to be on-call, shall be compensated an additional \$50.00 per week for those week's they are on-call.

ARTICLE XXX
SALARY GUIDE

<u>GRADE</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Probationary/0 to 12 months	29,945	30,694	31,461	32,248	34,182
Class D - 13 to 36 months	35,332	36,216	37,121	38,049	40,332
Class C - 37 to 60 months	41,085	42,112	43,165	44,244	46,456
Class B - 61 to 72 months	46,836	48,007	49,207	50,437	53,211
Class A - 73+ months	53,500	54,714	58,421	59,614	61,771

Acting Supervisor Pay - Any employee who is covered by this labor unit and acts in the capacity of Fire Official for a period not less than five (5) consecutive working days, shall be compensated at a rate of \$25.00 per day from day six forward until the Borough's Fire Official returns.

APPENDIX B
9-1-1 TELECOMMUNICATORS

All provisions of this Collective Bargaining Agreement apply to the 9-1-1 Telecommunicators along with the following modifications:

ARTICLE XII
VACATION

Item A. On completion of six (6) months' service, an employee is entitled to one (1) day for each month worked up to one year, or twelve (12) days with pay.

On completion of:

One	(1) year	96	hours with pay
Two	(2) years	96	hours with pay
Five	(5) years	128	hours with pay
Ten	(10) years	152	hours with pay
Fifteen	(15) years	176	hours with pay
Twenty	(20) years	200	hours with pay
Twenty-Five	(25) years	224	hours with pay

Employees hired after July 1, 1994 shall enjoy the following vacation schedule:

	year one (1)	80	hours with pay
On commencement of	year 1- 9	96	hours with pay
On commencement of	year 10-14	120	hours with pay
On commencement of	year 15-19	136	hours with pay
On commencement of	year 20-24	144	hours with pay
On commencement of	year 25 & up	184	hours with pay

ARTICLE XIII
SICK LEAVE

All 9-1-1 Telecommunicators with more than one (1) year of service shall be entitled to 120 hours of sick leave. Employees on their first year shall be entitled to twelve (12) sick hours per month. During the employees first six (6) months of service, the employee may accumulate but not take any sick leave.

If a person comes to work and leaves early due to illness, the person should only have the time left in their shift deducted from his/her time. IE: Person works shift 7a-3p and leaves at noon, they should only have 3 hours deducted from sick time.

ARTICLE XIV
PERSONAL DAYS

All 9-1-1 telecommunicators will receive twenty-four (24) hours of personal time each year,

ARTICLE XXIII
HOURS OF WORK, OVERTIME & CALL OUT TIME

A. Hours of Work

The shift shall be as follows, except if the Officer in charge of communications or Chief, in their discretion seeks to change these hours, they may do so on three (3) days notice:

Alpha	0700-1900	Bravo	0700-1900
Charlie	1900-0700	Delta	1900-0700

It is understood that at the present time at the time of this agreement, 9-1-1 Telecommunicators are working three (3) days on, three (3) days off schedule at 12 hours. It is understood that management reserves the right to change this schedule to ascertain coverage.

9-1-1 Telecommunicators will be present and ready for their duty ten (10) minutes prior to the start of their first shift for briefing by the previous shift telecommunicators. Telecommunicators will be compensated for this by having a sixty (60) minute lunch period. They will also be responsible for 2080 hours for work per year.

B. Overtime

Overtime shall be offered to all 9-1-1 Telecommunicators who are available before soliciting to any police officers. The Borough of South Plainfield shall not be precluded from utilizing police officers as substitutes for absences/vacancies in the 9-1-1 center, when there are no 9-1-1 telecommunicators available. However, all certifications for dispatch must be held and remain valid by the police officer.

The township agrees to compensate the 9-1-1 telecommunicators at the rate of one and one-half (1 1/2) the regular rate of pay for all time incurred beyond the normal day of duty.

The list of overtime will be posted by the 15th of every month and it will be the responsibility of the employee to sign up for the overtime.

Whenever a shortage occurs on any shift, the opening shall be offered to the most senior, available, 9-1-1 telecommunicators. If no member volunteers for the shift vacancy, an available police officer may be offered the position. If at that point the shift is still not filled, then the most junior, available, 9-1-1 telecommunicators shall be assigned or "ordered" to fill the vacancy until other arrangements can be made.

For the purpose of this section, Probationary or "trainee" telecommunicators shall be excluded from the mandatory overtime assignments in those cases where the shift commander, or the telecommunicators supervisors believe the individual is not adequately qualified to assume the duties to be assigned.

ARTICLE XXX
SALARY GUIDE

<u>GRADE</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
New Hire - 1 st 12 months	32,778	33,102	34,082	35,062	36,042
Class D -	34,278	34,572	35,552	36,532	37,512
Class C -	35,748	36,728	37,708	38,688	39,668
Class B -	40,452	41,432	42,412	43,392	44,372
Class A -	45,860	47,312	48,292	49,272	50,252

ACTING SUPERVISOR POSITIONS

On the rare occasion that a "department head", or supervisor have an extended vacation, the next employee in seniority will take the position of "acting" supervisor and should be compensated with an increase in hourly rate of \$4.00. A written memo has to be written to the command of staff services, and then the Borough Administrator has to be the last to sign off for approval.