

P

1190

PREAMBLE

THIS AGREEMENT is entered into between THE BOROUGH OF AUDUBON hereinafter referred to as THE BOROUGH, and THE BOROUGH OF AUDUBON EMPLOYEE'S ASSOCIATION, hereinafter referred to as THE ASSOCIATION.

ARTICLE 1 RECOGNITION OF THE ASSOCIATION

The Borough agrees to recognize the Association as the sole and exclusive bargaining representative of the employees of the Department of Public Works, exclusive of the Superintendent and Assistant Superintendent, within the meaning of the New Jersey Public Employee Relations Act. The specific classifications recognized by the Borough to be represented by the Association are as follows:

- A. Public Works Head Foreman
- B. Public Works Foreman
- C. Public Works Equipment Operators
- D. Public Works Head Mechanic
- E. Public Works Mechanics
- F. Public Works Assistant Mechanics
- G. Public Works Truck Drivers
- H. Public Works Laborers
- I. Public Works Supervisor Public Buildings
- J. Public Works Custodians

ARTICLE II CONTRACT PERIOD

This Agreement shall remain in full force and effect until December 31, 1993. All provisions of this Agreement, including but not limited to the pay increases provided for in Article XVI, below, shall be retroactively effective to January 1, 1992.

ARTICLE III HOLIDAYS

The legal paid holidays are as follows:

- |                          |                     |
|--------------------------|---------------------|
| 1. New Years Day         | 6. Labor Day        |
| 2. Washington's Birthday | 7. Columbus Day     |
| 3. Good Friday           | 8. Thanksgiving Day |
| 4. Memorial Day          | 9. Veterans Day     |
| 5. Independence Day      | 10. Christmas Day   |

In the event that an employee is required to work on any of the above mentioned holidays, he shall be paid his usual rate for that day, and in addition shall be paid one and one-half his normal hourly rate for each hour worked on said paid holiday.

ARTICLE IV GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise effecting the terms and conditions of employment. The parties agree that this procedure be kept as informal as may be appropriate.



2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Superintendent of the Department of Public Works and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term grievance as used herein shall mean a complaint by any employee that as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement.

C. PRESENTATION OF A GRIEVANCE

In the presentation of a grievance the aggrieved shall have the right to present his own appeal or to designate an Association representative or counsel to appear with him.

D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

- a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his or her Superintendent within ten (10) working days of the occurrence. Failure to act within said ten (10) working days shall constitute an abandonment of the grievance.

- b. The Superintendent shall render a decision in writing within five (5) working days after receipt of the grievance.

Step II

- a. In the event a satisfactory settlement has not been reached, the aggrieved or the Association steward shall, in writing and signed, file his complaint with the Commissioner in charge of the Department of Public Works within five (5) working days following the determination of the Superintendent as provided in Step I above.
- b. The Commissioner shall render his decision within five (5) working days after the receipt of the complaint.

Step III

Should the aggrieved disagree with the decision of the Commissioner, then the aggrieved may, within five (5) working days of the date of the Commissioner's decision submit to the Board of Commissioners a statement in writing and signed as to the issues in dispute.

The Commission shall review the decision of the Commissioner in charge of the department, together with the disputed areas submitted by the aggrieved. The aggrieved and/or the Association representative may request an appearance before the Commission. The Commission will render its decision within five (5) working days after the Caucus meeting at which the matter has been reviewed.

Step IV

Should the aggrieved be dissatisfied with the Commission's



decision, such person has ten (10) working days from the date of the Commission's decision in which to request fact finding. The fact finder shall be chosen in accordance with the rules and regulations established by the Public Employee Relations Commission.

E. The Association participation in the grievance procedure shall be as following:

Step I

The Association may participate at the request of the employee, in order to investigate and prepare the grievance in writing, if necessary. The Association representative shall be granted two (2) hours off without loss of pay for such participation.

Step II

The Association representative may participate in investigating and drafting of the complaint. Association representation does not preclude representation by attorney.

Fact Finding

The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.

The cost of the transcript, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost of such transcript shall be shared equally.

#### ARTICLE V - HOURS OF WORK

The normal work week shall consist of five (5) days of eight (8) hours each, inclusive of meal period, from 7:00 AM to 3:00 PM.

#### ARTICLE VI - OVERTIME

After the completion of a forty (40) hour week, in the event that an employee works more than the said forty (40) hours, in accordance with directions from the Superintendent, he shall be paid one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay for all hours worked beyond forty (40). Sick days, if applicable can be used in computing the aforesaid forty (40) hour week.

A minimum of two (2) hours overtime, at the rate of one and one half ( $1\frac{1}{2}$ ) times his regular hourly rate shall be paid to any employee called to work, for any reason, during the hours of 10:00 PM to 6:00 AM.

#### ARTICLE VII - SICK LEAVE

The employees, after completion of their three (3) month initial probation period, are entitled to one (1) day sick leave for each two (2) months of service thereafter. Those employees who have been full-time employees with the Borough for more than



one (1) year shall receive fifteen (15) days of sick leave for the contract year. The Borough reserves the right to have its medical staff evaluate the employee on sick leave.

An employee may not accumulate more than one hundred fifty (150) days of sick leave. Upon the accrual of any sick days in excess of 150, the employee shall be paid for four hours, at that employees normal rate, for each sick day accumulated in excess of 150. Said compensation for excess sick pay accrual shall be made in the pay period immediately following the accrual of the excess sick days.

Upon retirement an employee shall be paid for his or her accrued sick leave up to a maximum of 150 days, provided that said employee shall have been steadily employed by the Borough for a period of about twenty-five (25) years. Otherwise upon retirement an employee shall be paid for accrued sick leave up to a maximum of fifteen (15) days. The Borough may, solely at its discretion, grant benefits greater than those set forth in this Article when the case is determined to be unusual and/or meritorious.

When an employee is out sick, he or she will make a reasonable and diligent effort to so notify the Borough at least one-half ( $\frac{1}{2}$ ) of an hour prior to his schedule starting time. If an employee is out sick for three (3) or more consecutive days he or she must contact the Department of Public Works at least every third day as to his or her condition and

prognosis for recovery. Also, upon a return to employment following a period of three (3) or more consecutive days of absences from work due to sickness or injury a certificate or report from a physician must be presented by the employee stating that he or she is able to return to full duties.

If an employee is hospitalized, or is disabled and receiving workman's compensation benefits, he or she must contact the Department of Public Works on a weekly basis and advise the Department of his or her condition.

#### ARTICLE VIII-VACATIONS

Full time employees shall be granted the following vacation leave:

1. After one (1) year of employment, one (1) week vacation
2. After two (2) years of employment and through the completion of five years (5) years, two (2) weeks vacation;
3. After five (5) years of employment and through the completion of ten (10) years, three (3) weeks vacation;
4. After ten (10) years of employment and through the completion of thirteen (13), four (4) weeks of vacation;
5. After thirteen (13) years of employment and through the completion of seventeen (17) years, five (5) weeks of vacation.

Those employees who are entitled to more than two (2) weeks vacation must use the first two (2) weeks consecutively. Any additional weeks of vacation time available to an employee may



be taken non-consecutively.

Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation time shall be scheduled according to seniority in grade, with requests for vacation to be submitted in writing to the Superintendent. The Borough shall not arbitrarily assign employee vacation schedules nor shall it unreasonably withhold or deny any such schedules.

#### ARTICLE IX - HEALTH INSURANCE COVERAGE

The Borough agrees to pay the full cost and provide coverage for eligible employees and their immediate families in accordance with the definition of the insurance carrier for hospital and medical insurance and major medical expense insurance in accordance with the State of New Jersey plan.

#### ARTICLE X - CLOTHING AND EQUIPMENT

The Borough will supply work clothes, I.E., Shirts, Pants, Jackets, Rain Gear, Tee Shirts, Coveralls and Gloves up to a total of \$350.00 per employee. This includes an allowance of up to \$85.00 for Work Boots, Safety Type.

The Borough shall furnish all special tools for the performance of the employee's particular assigned duties and shall replace any broken and defective tools at no cost to the employee.

#### ARTICLE XI - SENIORITY

In promoting employees, the employer shall have the right to select qualified persons, but as between qualified persons,

preference shall be given according to seniority. Seniority is defined as continuous, unbroken service with The Borough. The employer shall maintain a rotational list based on seniority for the purpose of assigning overtime. The most senior person's name shall be placed at the top of the list and overtime preference shall be given in descending order in accordance with the list of names as they appear thereon. Such overtime shall be assigned on a rotational basis and distributed as equitably as possible.

#### ARTICLE XII - INJURY ON THE JOB

An employee sustaining an injury or injuries which are compensable under the Workman's Compensation Act, which prevent him from performing the work available to him, at Employer's place, shall sustain no loss of pay for the balance of the work day on which he was injured. Ability to perform work shall be determined by a doctor and/or hospital report.

#### ARTICLE XIII - WORK IN OTHER CLASSIFICATIONS

Employees working in a higher job classification for a period of at least two (2) weeks or more (continuously), shall receive the pay-scale of the higher classification.

#### ARTICLE XIV - LEAVES OF ABSENCE WITH PAY

##### A. Funeral Leave

In the event of a death in the immediate family, an employee shall be entitled to a leave of absence, with pay from



the date of death through and including the day after the date of burial. Immediate family shall be defined as follows:

- 1 - Spouse
- 2 - Parents of employee or spouse
- 3 - Children
- 4 - Brothers or Sisters
- 5 - Resident dependents of the household

In the event of a death in the family other than the immediate family, an employee desiring to attend the funeral shall be paid for the day of the funeral only. In the event of an emergency in the immediate family, time with pay may be granted up to three (3) days in each emergency with the approval of the Superintendent of the Department.

B. Personal Leave

The employee, after completion of the three (3) month initial probation period, is entitled to six (6) day of paid personal leave for the year of 1992, and seven (7) days of paid personal leave for the year 1993. Two (2) days notice must be given prior to taking personal leave.

Only one (1) employee per day will be granted paid personal leave in a holiday week, or during the month of December.

ARTICLE XV - LONGEVITY

The employees covered by this Agreement shall be granted an annual longevity bonus at the first pay period of each December in accordance with the following formula:

- a. Two (2%) percent of annual base salary after five (5) years of continued employment by November 30 of that year;
- b. Three and one half (3½) percent of annual base salary after ten (10) years of continued employment by November 30 of that year;
- c. Five and one half (5½) percent of annual base salary after fifteen (15) years of continued employment by November 30 of that year.

#### ARTICLE XVI - PAY PROVISION

Each employee covered under this Agreement shall receive a pay increase for the contract year 1992 of 6% and an additional pay increase of 6% for the year 1993, the above pay increase shall be retroactive to January 1, 1992.

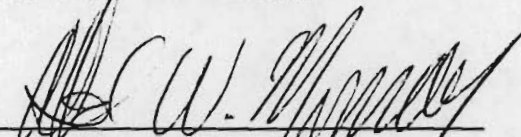
#### ARTICLE XVII - GENERAL PROVISIONS

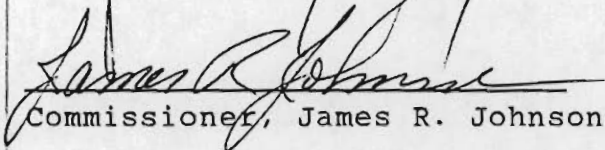
- A. The Borough agrees to provide all vehicles which are used to perform functions on the public roads and highways with water coolers (picnic jugs) so as to provide employees operating these vehicles with water refreshment during the course of the work day.
- B. The Borough agrees that no employee shall be called upon to perform sewer duties after 6:00 PM, except for extreme emergencies which include situations endangering the public health.

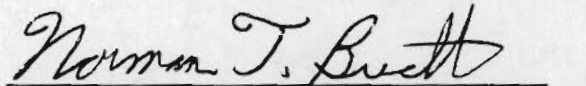


- C. The Borough agrees to carry insurance, up to \$3,000.00 on each Mechanic's personal tools.
- D. The Borough agrees to offer a \$1.00 Prescription Plan to Employees effective in the year 1990 and subsequent years.
- E. The Borough agrees that full time employees of the Department of Public Works are paid on an hourly basis and not on a salary basis.
- F. The Borough agrees to pay \$275.00 allowance for eye glass plan-per year.
- G. The Borough agrees that upon early retirement, I.E., at the age of sixty-two (62), and having been employed for at least twenty-five (25) years, the BOROUGH assumes the cost of Health Benefits, until the retiree reaches the age of sixty-five (65) when Medicare is available.

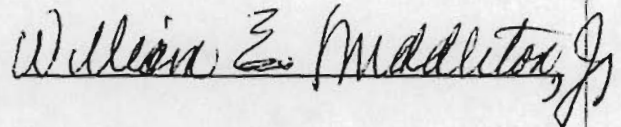
BOROUGH OF AUDUBON

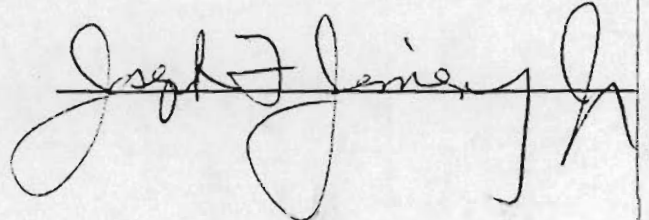
  
\_\_\_\_\_  
Mayor Alfred W. Murray

  
\_\_\_\_\_  
Commissioner, James R. Johnson

  
\_\_\_\_\_  
Commissioner, Norman T. Brecht

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_