

Contract no. 589

FILE COPY

AGREEMENT BETWEEN  
THE BOROUGH OF CARTERET

AND

LOCAL 2291, AFSCME, AFL-CIO

JANUARY 1, 1991 TO DECEMBER 31, 1992

TABLE OF CONTENTS

	PAGE #
	PREAMBLE.....3
ARTICLE 1	RECOGNITION.....3
ARTICLE 2	DEDUCTIONS.....4
ARTICLE 3	UNION STEWARDS AND OFFICERS.....5
ARTICLE 4	HOURS OF WORK-BLUE COLLAR.....6
ARTICLE 5	HOURS OF WORK-WHITE COLLAR.....6
ARTICLE 6	SAFETY COMMITTEE.....7
ARTICLE 7	CALL IN PAY.....7
ARTICLE 8	GRIEVANCE PROCEDURE.....8
ARTICLE 9	OVERTIME.....11
ARTICLE 10	DISTRIBUTION OF OVERTIME.....12
ARTICLE 11	LEAVES OF ABSENCE.....13
ARTICLE 12	MILITARY LEAVE.....13
ARTICLE 13	MATERNITY LEAVE.....14
ARTICLE 14	INJURY LEAVE.....14
ARTICLE 15	JURY DUTY.....14
ARTICLE 16	HOLIDAYS.....14
ARTICLE 17	VACATIONS.....16
ARTICLE 18	PERSONAL DAYS.....16
ARTICLE 19	LONGEVITY.....16
ARTICLE 20	SICK LEAVE.....17
ARTICLE 21	ACCUMULATED SICK LEAVE.....17
ARTICLE 22	WORK UNIFORMS.....17
ARTICLE 23	SHIFT DIFFERENTIAL.....18
ARTICLE 24	BEREAVEMENT PAY.....18
ARTICLE 25	SENIORITY.....19
ARTICLE 26	TRANSFERS.....20
ARTICLE 27	DISCIPLINE.....20
ARTICLE 28	REST PERIODS.....22
ARTICLE 29	INSURANCE.....22
	DENTAL.....23
ARTICLE 30	MISCELLANEOUS.....23
ARTICLE 31	SALARIES.....24
ARTICLE 32	CORRECTION OF PAYCHECK ERRORS.....24
ARTICLE 33	PROMOTIONS.....25
ARTICLE 34	JOB POSTINGS.....26
ARTICLE 35	HEALTH AND SUBSTANCE ABUSE PROGRAM.....27
ARTICLE 36	LAYOFFS.....27
ARTICLE 37	ACCESS OF PERSONNEL FILES & BULLETIN BOARDS.....27
ARTICLE 38	NON-DISCRIMINATION.....28
ARTICLE 39	NO STRIKE PLEDGE.....28
ARTICLE 40	MANAGEMENT RIGHTS.....29
ARTICLE 41	LABOR MANAGEMENT COMMITTEE.....29
ARTICLE 42	SEPARABILITY AND SAVINGS.....30
ARTICLE 43	RULES AND REGULATIONS.....30
ARTICLE 44	FULLY BARGAINED PROVISIONS.....30
ARTICLE 45	COMMERCIAL DRIVERS LICENSE.....31
ARTICLE 46	TERMINATION.....32
APPENDIX A	.....33

## FREAMBLE

This Agreement entered into by the Borough of Carteret hereinafter referred to as the "Boro" and Local 2291, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Boro and the Union; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1

### RECOGNITION

The Boro recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

The title "employee" shall be defined to include the plural as well as females.

## ARTICLE 2

### DEDUCTIONS

The Boro agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Boro by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619 together with a list of names of all employees for whom the deductions were made by the 15th day of the succeeding month after such deductions are made.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Boro by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no

modification is made in this provision by a successor Agreement between the Union and the Boro. For the purposes of this provision, employees on a ten (10) month basis or who are reappointed from year to year shall be considered to be continuous employment.

The Union shall indemnify and hold the Boro harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not by the Boro in conformance with this provision. The Union shall intervene in and defend, any administrative or court litigation concerning this provision. In any such litigation, the Boro shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

### ARTICLE 3

#### UNION STEWARDS AND OFFICERS

A written list of Union Officers and Stewards shall be furnished to the Boro immediately after their designation and the Union shall notify the Boro promptly of any changes of such Union Officers or Stewards.

Representatives of the Union who are not employees of the Boro shall be permitted to visit with employees during working hours upon proper notification to the Boro.

#### ARTICLE 4

##### HOURS OF WORK - BLUE COLLAR

The work week shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m.

The Recycling Workers work week shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Tuesday through Saturday from 8:00 a.m. to 4:30 p.m.

There will be one-half (1/2) hour off for lunch. Time and one-half (1-1/2) shall be paid for all hours worked beyond those specified in the work week. Workers on a three (3) shift basis shall work eight (8) hours, including lunch periods.

The Boro shall provide a fifteen (15) minute clean up time prior to lunch and prior to quitting time.

#### ARTICLE 5

##### HOURS OF WORK - WHITE COLLAR

The work week shall be thirty-five (35) hours consisting of five (5) consecutive seven (7) hour days, Monday through Friday. Time and one-half (1-1/2) shall be paid for any hours worked beyond those specified in the work week.

The Boro shall allow a one (1) hour lunch period each day.

The Boro agrees to allow an additional paid one-half (1/2) hour lunch period whenever an employee is required to work ten and a half (10-1/2) consecutive hours, and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

ARTICLE 6  
SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary or when the Boro meets with the Accident Review Board. The Union President shall be notified in writing of the meeting. If a majority of the committee agrees that a job is unsafe, then work shall cease provided however, the Boro shall be given an opportunity to remedy the condition.

The Boro shall comply with all established Public Employee Occupational Health and Safety Administration standards and practices. Any employee, group of employees or employee representative who believes that a violation of a standard exists, or that an imminent danger exists, may request an inspection by giving notice to the applicable authority (the Safety Officer or his designee) of the violation or danger.

ARTICLE 7  
CALL IN PAY

Any Union employee called to emergency duty that takes less than four (4) hours to correct, shall be given four(4) hours pay at time and one-half (1-1/2). The employee shall receive double time if a call back falls on Sunday and double time plus the holiday pay on a holiday.

ARTICLE 8  
GRIEVANCE PROCEDURE

Section A - Definition

A grievance shall be a claim by the Borough or employee, or by the Union on that either the Employer, individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Boro or the Union that either an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of Employer-Employee rules and regulations as heretofore adopted or as may in the future be duly adopted.

Section B - Procedure

The following procedure shall be followed with reference to grievances:

Step 1:

(a) An individual or the Union shall have twenty (20) days from occurrence or from when they should have reasonably known of the occurrence to file a grievance, in writing, with the Department Director. Should the grievant, Union, or Department Director attempt to work the grievance out informally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted in the matter.

(b) The Department Director shall have fifteen (15) days from the receipt of the written grievance or any meeting



mutually conducted in the regard, whichever is later, to render his decision in writing, setting forth his findings and reasons for his decision, and shall submit his decision, along with the original grievance, to the Union President or his designee.

(c) Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the Union to proceed to the next Step.

(d) Grievances which arise out of action taken by the Mayor and/or Council, and which are deemed by the Department Director to be outside of his remedial authority, shall be filed at and commence with Step 2 rather than Step 1.

Step 2:

(a) Within ten (10) days of the receipt of or due date of the Department Director's response, the Union, if not satisfied with the disposition of Step 1, may submit the grievance, jointly and simultaneously, to the Mayor and Council.

(b) A meeting between the Union and the Mayor and Council, jointly, shall be convened within fifteen (15) days of the filing of the grievance. Such meeting shall be at a time and place mutually acceptable to the parties.

(c) The position of the Union, along with any witnesses and/or documents relevant to the case, shall be presented to both the Mayor and Council.

(d) Following the conclusion of the meeting, it shall be the responsibility of the Council to render its decision.

in writing, citing its findings of fact and reasons for said decision, to the Union President or his designee. Said written decision shall be received no later than ten (10) days following the conclusion of this Step 2 meeting, above.

Step 3:

(a) Should the Union not be satisfied with the disposition of Step 2, or should a decision not be received in the designated time, then the Union or its representative, solely and exclusively, may submit the grievance to binding arbitration.

(b) A Panel of Arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC).

Notice shall be served on the Borough by submitting a copy of said request to the Borough Clerk's office.

(c) The selection of the arbitrator shall be in accordance with the Rules and Regulations of PERC. Likewise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.

(d) It is understood that only the Union or its designated representative, singly and solely, shall have the right to institute the arbitration process.

Section C - Limitations

Any grievance or other matter in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by a court of competent jurisdiction.

#### Section D - Arbitration

- (1) The arbitrator shall conduct his/her hearing in accordance with the Rules and Regulations of PERC.
- (2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision reached.
- (3) The decision of the arbitrator shall be final and binding on all parties.
- (4) The arbitrator shall consider only the matter submitted to PERC for hearing and decision.
- (5) The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

#### Section E - Cost

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Union. Any other costs shall be borne by the parties incurring same.

#### ARTICLE 9

##### OVERTIME

Time and one-half (1-1/2) the employees regular hourly rate of pay shall be paid for work under the following conditions:

1. All hours worked beyond the regular schedule work week.
2. All hours worked on a Saturday.
3. All hours worked on a Sunday shall be paid at a double-time rate of pay.
4. All hours worked on a holiday shall be paid at a double time rate of pay plus holiday pay.

5. Any white collar employee choosing comp time in lieu of overtime will receive comp time at one and a half (1-1/2) or double time the hours worked the same as if being paid cash. For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Boro for approved absence, shall be credited to time worked when computing the work week.

#### ARTICLE 10

##### DISTRIBUTION OF OVERTIME

All overtime shall be divided and rotated equally on the basis of seniority in the department by job title and where qualifications, skills and ability are equal. A seniority list shall be posted in each department. Employees are to be called for overtime in accordance with their seniority by job title in that department. The list shall be rotating in that when an employee is called in or refuses overtime, his or her name is placed on the bottom of the seniority roster and will next have an opportunity to work overtime when his name reaches the top of said roster. In case of emergency, no employee shall refuse overtime.

Should an employee report for work and subsequently the Boro decides to close Boro offices for whatever reason, such employees who report to work shall be credited for the day's work. Should the Boro, for whatever reason, close Boro offices before the start of a workday, all affected employees will be credited with a day's work.

## ARTICLE 11

### LEAVES OF ABSENCE

Leaves of absence with pay may be granted to Union officers or delegates to conventions, institutes or educational conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all delegates or officers combined. Any employee in necessary attendance at meetings with Boro Officials or Supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

## ARTICLE 12

### MILITARY LEAVE

Any employee covered by this Agreement who is a member of the United States Reserve or a State National Guard and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between his regular Boro salary and his military pay if the military pay is less than his regular gross Boro pay for the period of military leave. Taking of military leave shall not reduce any other leave earned by the employee. Employees returning from authorized military leave of absence shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other employee rights.

## ARTICLE 13

### MATERNITY LEAVE

The Boro shall grant maternity leave according to Department of Personnel rules and regulations.

## ARTICLE 14

### INJURY LEAVE

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed one (1) year. Any payment received by the employee attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the Boro. After one (1) year, the Boro will no longer be obligated to pay out any supplement to Workmen's Compensation for as long a period as the employee continues to collect Workmen's Compensation Insurance.

## ARTICLE 15

### JURY DUTY

#### JURY DUTY LEAVE

Should an employee be obligated to serve as a juror, the employee shall receive full pay from the Boro for all time spent on jury duty. Any remuneration received by the employee from the Court shall not be deducted from the pay above.

## ARTICLE 16

### HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday

Labor Day  
Columbus Day  
General Election Day  
Thanksgiving Day & Day after

Good Friday  
Memorial Day  
Independence Day  
Employee's Birthday

Veteran's Day  
Christmas Eve Day  
Christmas Day

Holidays falling on a Saturday shall be observed on the preceding Friday.

Holidays falling on a Sunday shall be observed on the following Monday.

Holidays falling on a Tuesday or Thursday may be observed on a Monday or Friday, if request is submitted ten (10) days prior to the effected date. Mutual agreement must be the determining factor.

During the first year of this Agreement the Boro and the Union agree to exchange General Election Day for July 5.

If a holiday falls during the employee's vacation period, the employee shall receive an additional day of vacation.

If an employee is required to work on a holiday, he shall receive double time for the hours worked in addition to his holiday pay.

It is agreed in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

In addition, the Superintendent shall have the discretion of allowing the employee off on an employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between them and the Superintendent.

ARTICLE 17

VACATIONS

Vacations shall be on the following basis:

One to four years.....12 working days

Five to nine years.....15 working days

Ten to fourteen years.....20 working days

Fifteen to nineteen years.....25 working days

Twenty years and over.....30 working days

The current policy regarding accumulated vacation time shall continue.

ARTICLE 18

PERSONAL DAYS

Three Personal days with pay will be granted to all employees covered by this Agreement.

Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor.

In the event that less than 48 hours is given, said leave may be taken only upon authorization by said supervisor.

ARTICLE 19

LONGEVITY

Employees salaries shall be increased retroactive to January 1, 1991 in the following amounts, based on their years of service in accordance with the following schedule:

5 years to 9 years service.....	2%
10 years to 14 years service.....	4%
15 years to 19 years service.....	6%
20 years to 24 years service.....	10%
25 years and over.....	12%



## ARTICLE 20

### SICK LEAVE

All employees under 25 years of service shall be entitled to fifteen (15) days sick leave with pay each year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave with pay each year. Unused sick leave shall be accumulated from one year to the next year. A doctor's certificate is required after five (5) days of continuous illness. Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

## ARTICLE 21

### ACCUMULATED SICK LEAVE

Boro employees covered by this Agreement shall receive fifty percent (50%) cash payment of all accumulated sick leave on retirement. In the event of an employee's death, fifty percent (50%) of his accumulated unused sick leave shall be paid to his beneficiary.

## ARTICLE 22

### WORK UNIFORMS

A. It is agreed that the Boro of Carteret shall provide a uniform allowance of three hundred and seventy-five dollars (\$375) for the years 1991 and 1992 to be paid the first pay in March.

B. The Boro shall reimburse all employees up to seventy-five dollars (\$75) for the years 1991 and 1992 for work or safety shoes.

C. Rain gear shall be provided for all outside employees, which shall include rubber boots for all Boro employees.

#### ARTICLE 23

##### SHIFT DIFFERENTIAL

There shall be a fifteen cents (\$.15) an hour shift premium for employees working on the second shift.

There shall be a twenty cents (\$.20) an hour shift premium for employees working on the third shift.

Any first shift employee working more than two (2) hours into the second shift shall receive shift premium for those hours, and any second shift employee working into the third shift shall be compensated at the premium for all hours beyond his normal shift.

Any employee working a second consecutive shift or a total of four (4) hours overtime will either be provided with a meal or be given \$8.00 to buy a meal if no meal is furnished.

#### ARTICLE 24

##### BEREAVEMENT PAY

In case of death in the immediate family of any employee, four (4) days leave of absence with pay shall be granted to arrange or attend funeral services.

Leave of absence shall mean four (4) continuous days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren.

These four days shall not be charged to sick leave benefit of any employee.

One day shall be granted with pay in case of death of any other relative to arrange or attend funeral services.

#### ARTICLE 25

#### SENIORITY

Seniority shall be defined as an employees total length of service with the employer, beginning with the employee's original date of hire. Any authorized leave of absence is considered to be continuous service. Seniority dates apply only to full-time employment.

A. Seniority shall be given preference in promotions,

demotions, layoff and recall for any position open in the Boro. For promotions, the employee must be able to demonstrate an ability to do the job required. Where qualifications, skills and abilities are equal, seniority shall govern the promotion of employees.

The principle of seniority shall govern and control for all cases of decreases or increases of the work force as well as preference in assignment to shift work and choice of vacation period and in any other matter in which preference is a factor.

B. The Boro shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

C. The Boro shall promptly advise the appropriate Union

representative of any changes which necessitate amendments to the seniority list.

D. The agreed to seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards.

## ARTICLE 26

### TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser pay job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request to the immediate supervisor to notify the employee when the six months are due to expire.

## ARTICLE 27

### DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to New Jersey Department of Personnel or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice. His choice of either arbitration or New Jersey Department of Personnel hearing shall be final and irrevocable.

## ARTICLE 28

### REST PERIODS

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon. A relief period of one half (1/2) hour shall be given to any employee working overtime, once every four (4) hour period.

## ARTICLE 29

### INSURANCE

The Boro shall cover its employees and their dependents with hospitalization from the Blue Cross and Blue Shield or its equivalent including Major Medical Plan and Rider "J". It shall be carried for the members of the Union employed by the Borough without contributions by the employee toward payment of premiums.

Group Life Insurance in the amount of \$10,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro.

The Boro shall increase the present disability benefits to the New Jersey State level per week.

All employees who retire shall receive a paid up Life Insurance policy of \$5,000.00.

Upon retirement, the Boro agrees to continue hospitalization benefits to those said retirees, so long as the employee's income is derived from his pension and/or Social Security exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that

he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

#### DENTAL

It is agreed that the Boro will establish a dental plan for its employees covered by this Agreement. The Boro agrees to contribute 90% of the cost of the plan for all employees applying for coverage in 1991. The Boro will contribute 90% of the cost for all employees applying for coverage in 1992.

The remaining portion of the Dental insurance shall be borne by the individual employees.

#### ARTICLE 30

##### MISCELLANEOUS

Equipment operators are to receive the same rate of pay at all times and for all hours worked with no difference in pay.

Any employee required to operate the cherry picker will receive the Senior Maintenance title rate of pay for the entire day.

Any supervisor performing the duties of any employee, said employee will receive full wages for that time worked by the supervisor except for an immediate emergency situation.

Mechanics will receive one hundred dollars (\$100) per year for tool allowance.

Employees have the option to have a payroll deduction for U.S. Savings Bonds.

## ARTICLE 31

### SALARIES

1. All employees covered by this Agreement shall receive a five percent (5%) increase in pay effective January 1, 1991.

2. All employees covered by this Agreement shall receive a five percent (5%) increase in pay effective January 1, 1992.

3. All overtime worked from January 1, 1991 to the signing of this contract shall be paid at the new established rate.

4. During the first year of this Agreement on or about November 1991, the Boro and the Union agree to reopen this Agreement for the purpose of wages and other deferred issues.

5. During the first year of this Agreement on or about November 1991, the Boro and the Union agree to reopen this Agreement for the purpose of a salary adjustment pertaining to Borough of Carteret Resolutions 90-269 and 90-270.

6. During the second year of this Agreement on or about February, 1992, the Boro and the Union agree to reopen this Agreement for the purpose of wages and other deferred issues.

## ARTICLE 32

### CORRECTION OF PAYCHECK ERRORS

The Boro shall correct and adjust any errors in an employee's paycheck within the immediate succeeding pay after appropriate notice is received in the payroll section. The "immediately succeeding pay period" will be determined, giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.



## ARTICLE 33

### PROMOTIONS

No employee is required to accept a promotion which would cause him a loss of pay.

#### A. PROVISIONAL APPOINTMENTS WITHIN THE BARGAINING UNIT

1. Provisional appointments within the bargaining unit shall be made based upon QUALIFICATIONS OF APPLICANTS AND SENIORITY within the department or division. The Boro may remove any such provisional appointee for unsatisfactory performance and replace him with the next most qualified and senior man. Such removal is subject to the Grievance Procedure.

#### B. TEMPORARY ASSIGNMENT TO FILL POSITIONS LEFT VACANT DUE TO ABSENCE OF REGULAR EMPLOYEES ON A DAILY BASIS

1. Employees shall be assigned to fill higher level positions by qualifications and seniority within the department or division. In the event of emergency conditions or the unavailability of qualified manpower from such divisional or department seniority lists, appointments may be made at the sole discretion of the Boro. Employees shall receive the rate of pay for the higher classification upon assignment to the higher classification. Any employee who is promoted shall receive not less than his or her rate of pay on a promotion from one range to the next.

Any overtime available should be offered to the person who is filling the higher title first.

#### ARTICLE 34

#### JOB POSTINGS

All job vacancies must be posted in each department in all work locations and on all Union designated bulletin boards. Newly created positions, vacancies or promotional jobs to be posted shall include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in applying for the vacancy.

A copy of all personnel actions relating to job postings and vacancies shall be given to the Local Union President. When provisional appointments are to be made, the Boro shall appoint, among those eligible to take a test for the position, in accordance with the employee's ability to perform the job, as determined by the Boro. Where three (3) or more employees have relatively equal qualifications, skills and abilities then the appointment shall be made to the employee with the most seniority.

Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of thirty (30) working days. Where two (2) or more employees apply for such openings, then the position shall be awarded and where more than one (1) person is qualified for the position, as determined by the Boro, then among those who are equally in qualifications, skills and abilities position, the person with the greatest seniority shall be chosen for the position.

## ARTICLE 35

### HEALTH AND SUBSTANCE ABUSE PROGRAM

The Boro and the Union recognize the existence of drug and alcohol related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance education program. This program shall include educational components, counselling and rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

## ARTICLE 36

### LAYOFFS

Layoff shall be in accordance with New Jersey Department of Personnel rules and regulations.

## ARTICLE 37

### ACCESS TO PERSONNEL FILES AND BULLETIN BOARDS

Employees shall have the right to inspect and review their individual personnel files. The Boro recognizes and agrees to permit this review and examination. An employee shall within five (5) working days of a written request to the employer to review his personnel file in the presence of the appropriate official. The employee shall have the right to define, explain or object to in writing anything found in his personnel file. This writing shall become a part of the employee's personnel file.

Employee's personnel records to be kept by the Department Head and in the Boro Clerk's office shall be the same and before any disciplinary documents are placed in the record of the

employee the Union Shop Steward and the Department Head or his designee shall initial said documents.

Bulletin boards will be made available by the Boro at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature.

#### ARTICLE 38

##### NON-DISCRIMINATION

There shall be no discrimination by the Boro or the Union against an employee on account of race, color, creed, sex, national origin, religion, political affiliation, or sexual preference. There shall be no discrimination interference, restraint, or coercion by the Boro or any of its representatives against any of the employees covered under this Agreement because of their membership or non membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

#### ARTICLE 39

##### NO STRIKE FLEDGE

A. The Union covenants and agrees that during the terms 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, work stoppage or walkout

designed to interfere with the normal operation of the Boro. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Boro shall not cause, authorize or support any lockout.

#### ARTICLE 40

##### MANAGEMENT RIGHTS

- A. A Boro hereby retains and reserves unto itself, 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.
- B. Nothing contained herein shall be construed to deny or restrict the Boro of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local law or ordinance.

#### ARTICLE 41

##### LABOR MANAGEMENT COMMITTEE

It is agreed that representatives of the Boro and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance. To this end, the Boro and the Union shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Boro changes in the working conditions.

The Labor-Management Committee shall consist of six (6) members. The Union representatives shall be the three (3)

anking officers of the Union, the Boro shall designate three (3) members.

#### ARTICLE 42

##### SEPARABILITY AND SAVING

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court of other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The Boro and the Union agree immediately to negotiate a substitute for the invalidated provision.

#### ARTICLE 43

##### RULES AND REGULATIONS

New rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are instituted. Copies of all such rules shall be distributed to all employees covered by this Agreement, and to the Union. Any change in work rules and regulations shall be in accordance with the State of New Jersey statutes.

#### ARTICLE 44

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter.

whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as to salary for any new titles added to the bargaining unit.

#### ARTICLE 45

##### COMMERCIAL DRIVERS LICENSE

A. The Boro will provide training to those employees that elect to participate to acquire knowledge necessary to pass the commercial drivers license exam. The Boro will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, employees shall be permitted time off to participate in the training. The training shall be at the employer's expense.

B. In the event an employee is not successful in passing the commercial drivers exam, the employer will make a good faith effort to temporarily place the employee in another position until such time that the employee passes the exam. The employee's pay will remain the same.

C. In the event an employee is unable to pass the commercial license drivers exam, the Boro will make a good faith effort to place employee in another position. If that position is at a level less than the employee is presently making the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

D. All license and testing fees will be paid by the Boro.

All employees will be granted time off with pay to take the knowledge and driving test.

ARTICLE 40

TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 1991, and shall continue in effect for two (2) years or until a further agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

BOROUGH OF CARTERET

*Peter Sica*  
s/Peter Sica, Mayor

\_\_\_\_\_  
\_\_\_\_\_

Attest:

s/Kathleen M. Barney, Municipal Clerk

LOCAL 2291 AFSCME AFL-CIO

*Michael Bucsak*  
s/Michael Bucsak, Pres.

*George Carpenter*  
s/George Carpenter, VP

\_\_\_\_\_  
s/Pat DeBella, Treas.

\_\_\_\_\_, Co. #73



APPENDIX A

Body Fender Mechanic

Building Maintenance Worker *X*

Diesel Mechanic

Junior Library Assistant

Labor

Mechanic

Motor Broom Driver

Park Maintenance Man

Senior Park Maintenance Man

Sewage Plant Operator (shift)

Sewage Plant Repairer

Sewer Maintenance Worker

Senior Library Assistant

Supervising Library Assistant

Traffic Maintenance

Truck Driver

Assistant Municipal Clerk *out of MB*

Sr. Bookkeeping Machine Operator *out of MB*

Clerk Typist *out of MB*

~~Clerk Typist w/ Purchasing Duties~~ *out of MB*

Bookkeeping Machine Operator *out of MB*

Assistant Tax Collector *out of MB*

Clerk Typist w/ Transcribing Duties *out of MB*

Sr. Clerk Typist w/ Transcribing Duties *out of MB*

Deputy Court Clerk *out of MB*

Violations Clerk *out of MB*