

AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE

AND

THE SAYREVILLE ASSOCIATION

OF

MUNICIPAL SUPERVISORS

JANUARY 1, 2009 – DECEMBER 31, 2012

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ARTICLE I
RECOGNITION

The Sayreville Association of Municipal Supervisors is recognized as the exclusive bargaining agent for all supervisory employees in all departments of the Borough of Sayreville as set forth on Schedule A attached hereto and made a part hereof.

It is further agreed that the following positions shall not be a part of the unit: Tax Assessor, Deputy Tax Assessor, Director of Insurance and Risk Management and Director of Water, Sewer Utility and Municipal Court Administrator upon the Appointment of a Deputy Court Administrator in December 2006.

The parties agree that this agreement shall cover the years 2009, 2010, 2011, and 2012.

ARTICLE II
NEGOTIATION PROCEDURES

A. 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Law of 1968 as heretofore amended, in a good faith effort to each agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced in writing, shall be adopted by appropriate Resolution of the Borough, and shall be signed by the Borough and the Association.

2. For all subsequent contracts the Borough and the Association shall submit its total contract proposals to each other no later than August 15 of the calendar year preceding the expiration of this Agreement, and such submission of proposals shall constitute the opening of formal negotiations. In the event initial proposals are not received by the Borough by the aforementioned date, the then current Agreement shall continue in full force and effect, until a successor agreement is reached. Nothing contained herein shall preclude the Association from submitting additional demands, or modifying those already made.

3. a. All meetings between the parties for the purpose of negotiations shall be scheduled so that there are equal sessions held on employee and employer time.

b. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations and grievance proceedings, he shall suffer no loss in pay.

ARTICLE III

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e) as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change.

C. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to designated Borough officials. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Association to the Borough.

D. The Borough shall deduct Association dues from the earnings of each association member provided that the employee executes a written authorization for such dues deduction. The Borough shall deduct such amount as is approved by the Association, in its sole discretion, from time to time. The employer shall continue to deduct said dues until an employee resigns as a member of the Association in accordance with the Association's By-laws or other rules and written notice thereof is sent to the Borough by the Association.

E. Agency Shop Bill #A688. The Borough shall deduct a representative fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Borough shall deduct an amount equivalent to 85% of the dues paid by members of the Association from each of the non-member employee's paychecks.

ARTICLE IV

HOURS AND OVERTIME

A. Hours of work shall be seven (7) hours for white collar and eight (8) hours for blue-collar workers.

B. Employees who are paid overtime, and are required to work on Saturday as their sixth (6th) consecutive work day, shall receive payment at the rate of time and one-half. For purposes of this section, any holiday falling within the week shall be construed as a workday. For hours worked beyond their regularly scheduled work day on Saturday employees shall receive double time.

C. Employees not regularly scheduled to work on Sunday shall be paid at the rate of double time for their normal workday and double time and one-half for all hours beyond their Sunday shift.

D. Employees scheduled to work on a holiday shall be paid their regular day's pay, plus an additional rate of time and one-half for all hours worked. Effective January 1, 2004, employees scheduled to work or called into work on an overtime basis on July 4, Thanksgiving or Christmas shall be paid double time for all hours worked on those holidays only.

E. For all employees who are not paid overtime, compensatory time shall be calculated at the rate of time and one-half for hours worked beyond the normal workday.

F. Employees working past sixteen (16) consecutive hours (including their normal shift) shall be paid at a rate of double time the employees' regular rate of pay.

G. Employees will be paid at a double time rate after working eight consecutive hours of overtime. If employees work beyond that period of time (sixteen consecutive overtime hours), they shall be paid at two and a half times of their normal hourly rate.

H. Effective January 1, 2004, if an employee is called in for emergency work, he/she shall receive call-in pay as follows: 3 hours of straight time pay when called in on weekdays, and four 4 of straight time pay on weekends and holidays. This pay is in addition to, and

unaffected by, the actual pay received by employees for the work performed when called in. If requested and supplied by the Borough, employees will wear pagers or other electronic devices (i.e. cell phones) for the purpose of being contacted by the Borough for emergency situations. Employees will not receive any additional pay for wearing said pagers or other electronic devices.

I. 1. Employees shall have the option to “sell back” to the Borough any and all compensatory time earned in any given calendar year. Employees choosing to take advantage of this provision shall notify the Business Administrator no later than November 15th of that same year in which the time was earned.

2. Conversely, the Borough shall have the option to “purchase back” the compensatory time earned in a given year provided that the Borough uniformly “purchases” the time from a given working unit. (i.e. all supervisors of a given department must all be addressed)

3. Under each scenario, the “sell back” or “purchase back” of compensatory time shall be done at the prevailing pay rate at the time of the transaction.

ARTICLE V

SALARIES

1. Effective July 1, 2009 all employees shall receive a wage increase of two (2.0%) percent of their base pay, to be paid retroactively for 2009 and to be deferred in 2010 until January 1, 2011. Effective January 1, 2010 all employees shall receive a wage increase of one and three-quarter (1.75%) percent of their base pay, with no retroactive pay and to be deferred until January 1, 2011. Effective July 1, 2010, all employees shall receive a wage increase of one and a half (1.5%) percent of their base pay, with no retroactive pay and to be deferred until January 1, 2011. Effective January 1, 2011, all employees shall receive a one and three-quarter (1.75%) percent wage increase.. Effective July 1, 2011, all employees shall receive a one and three-quarter (1.75%) percent wage increase. Effective July 1, 2012, all employees shall receive a two (2.0%) percent wage increase.

2. Longevity shall be paid at the rate of 2% of base salary to those employees with five or more consecutive years of service with the Borough beginning on the next pay period following the anniversary date of the fifth consecutive year of service. Employees hired by the Borough after June 8, 1998 shall not be eligible to receive longevity. (This shall not apply to an employee hired by the Borough on or before June 8, 1998 and then promoted into the SAMS bargaining unit after June 8, 1998).

ARTICLE VI

INSURANCE

1. The Borough shall provide Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan and Horizon Direct Access of New Jersey. Effective at signing of the agreement all Employees enrolled in the Traditional Plan shall contribute a sum equal to the difference in cost to the Borough over and above the Direct Access plan on an individual basis. This does not apply to any retiree or any current employee that retires prior to the signing of this agreement

2. The Borough reserves the right to change insurance carriers so long as equal to or substantially similar benefits to those provided by the State Health Benefits Plan are provided and the Borough agrees that when such change occurs for economical reasons, there will be no lapse in coverage for any employee.

3. The Borough shall continue to provide and pay the premiums for a dental plan, prescription plan and optical plan for each employee and his or her family. The Borough shall select the plans and administration of the plans shall be through the Borough as heretofore provided. The Borough shall continue to provide coverage for a dental plan, which provides for coverage up to eighty per cent (80%) on certain items as more specifically set forth in the said dental plan. The prescription plan provided to SAMS employees by the Borough shall have a \$10 co-pay for generic drugs, \$20 co-pay for formulary drugs, and \$35 co-pay for elite drugs. These co-pays shall also apply to each mail order prescription obtained by an employee. Employees hired by the Borough after June 8, 1998 shall not be eligible for paid dental or optical plan benefits. This shall not apply to an employee hired by the Borough on or before June 8, 1998 who is subsequently promoted into the SAMS bargaining unit after June 8, 1998. Effective January 1, 2004, employees who do not receive paid dental or optical coverage from the

Borough will have the option to obtain such coverage at their expense at the Borough's group rate. Effective January 1, 2007, all SAMS members that are full-time employees of the Borough shall be provided with a dental plan, a prescription plan, and an optical plan. The Borough shall have the right to select and manage the plan. All employees hired after June 8, 1998 shall not be entitled to an optical plan. The SAMS Association agrees to modify the prescription plan co-pays to the following structure:

- a. \$15 for generic drugs
- b. \$30 for name brand drugs
- c. Two-time mail order

This modification will become effective upon the renewal date of the prescription plan by the Borough (November 2010) or when an additional segment of the Borough workforce modifies its prescription plan co-pays in this manner, whichever happens first.

4. Effective January 1, 2007 employees opting out of the Borough's health insurance plan shall be paid 30% of the Borough's cost for the employee's health insurance coverage. Employees opting out or choosing to re-enroll after opting out must do so by informing the Borough of their intention to do so by October 15th of the preceding coverage year. In order to obtain this benefit, employees must demonstrate to the Borough Administrator that they have alternative health insurance coverage.

5. An employee who is either seriously ill or injured and has run out of sick time as set forth in this agreement may request a leave of absence. The Borough shall continue to provide to the said employee and all registered dependents all benefits outlined in this article for a period not to exceed six (6) months. This benefit to the employee is conditioned upon the documenting of the medical disability by the treating physician, and may be subject to a determination made by a physician for the Borough. That examination by a physician for the

Borough shall confirm that the employee is medically disabled, and shall be paid for by the Borough.

6. Life Insurance: \$5,000.00 for retirees only as per AFSCME contract.

7. The Borough and SAMS agree to look at health insurance options and plans which may be beneficial to the Borough and the Union. However, under no circumstances shall either party to this contract incur additional or greater costs than stipulated in the Agreement. Any modifications to the current shall be done by mutual consent and will be delineated in an addendum signed by both parties.

8. Elimination of Dual Insurance Coverage: Any employee, who as of the date of this agreement, is eligible for Borough health insurance coverage through his/her spouse or domestic partner may opt out of the Borough's coverage and receive a payment consistent with the amount specified in Article VI Item #4 of the collective bargaining agreement.

Effective June 1, 2010, any employee who is eligible for Borough health insurance coverage through his/her spouse or domestic partner will not be eligible for Borough coverage separate and apart from that which is maintained by their spouse or domestic partner. This provision regarding the elimination of dual coverage effective June 1, 2010 shall not apply if the employee's spouse or domestic partner has opted out prior to June 1, 2010 and remains in an opt-out status.

ARTICLE VII

HOLIDAYS

1. The following holidays are established:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	
One (1) Day off during the week of the Employee's Birthday	

2. In the event the Mayor and Council of the Borough declare an additional holiday, such holiday shall apply to the employees covered by this Agreement. Any National or State holiday which is voted upon by the appropriate legislative authorities shall also be awarded if the Mayor and Council deem it appropriate and do so by Resolution.

3. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE VIII

LEAVE

1. Sick leave may be used by an employee for personal illness, an illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy or disability injuries. The term immediate family as used in this section is defined to include the employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, mother-in-law, father-in-law who is a member of the employee's household or for whom the employee has proven to be the primary care giver.

2. Sick leave shall accumulate on the following schedule:

During the first year of employment - one day per
month of employment.

From the beginning of the second year and thereafter,
sixteen (16) days per year.

Employees hired by the Borough on or after June 8, 1998 shall receive 15 sick days (not 16 days) from the beginning of their second year of employment and thereafter. This shall not apply to an employee hired by the Borough on or before June 8, 1998 and then promoted into the SAMS bargaining unit after June 8, 1998

3. Up to four (4) days of sick leave may be utilized by an employee in any one year for personal business, provided that such days may not be taken consecutively. No reason need be stated, other than that day is being used for personal business. If personal days are to be taken consecutively, then a justifiable reason must be stated.

4. Sick Leave Buy Out

Effective upon execution of this agreement, employees of the association will be entitled to the following:

- a. After accumulation of thirty (30) unused sick days employees, at their option, may be paid forty-five (45) dollars per day up to a maximum of sixteen (16) days for the year elected. If and only if an employee exercises his or her option to buy back the maximum of 16 sick days at \$45 per day, the employee will have the right to buy back an additional 10 days of accumulated sick time at the employee's current rate of pay.
- b. Upon separation with five (5) years of service with the Borough, employees are entitled to twenty-five (25%) percent of the sick days at their current rate of pay.
- c. Upon separation with ten (10) years of service with the Borough, employees are entitled to fifty (50%) percent of sick days at their current rate of pay up to a maximum of \$15,000.00.

5. Bereavement Leave

- a. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of a death in their immediate family. In addition, employees may use sick leave or personal days to a limit of five days following the funeral in the immediate family.

- b. Immediate family, for the purpose of this Article, shall be defined as spouse, child, stepchild, parent, step-parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter/son-in-law, grandparent, grandchild or other member of the employee's immediate household.

- c. All employees shall receive one day's leave with pay in the event of the death of an aunt or uncle, niece, nephew or grandparent-in-law of the employee. Said day shall not be taken after the day of the funeral.

- d. In the event the employee is on vacation leave, and a death occurs to a member of the employee's family as set forth in subparagraph b. or c. above, then the vacation

leave terminates and bereavement leave applies as outlined above. The original vacation period will not be extended by virtue of the bereavement leave unless the Business Administrator approves. The remaining portion of the employee's vacation will be rescheduled.

6. Jury Duty Leave

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

7. All employees shall receive written notification from the Borough each January of the accumulated sick days. The notice shall note the number of days used the previous year.

ARTICLE IX

VACATIONS

- A. All employees shall be granted vacation leave upon the following schedules:
1. During the first year, one day per month to December 31.
 2. From the end of the first year through the fifth year of service, twelve (12) days annually.
 3. From the beginning of the sixth year through the tenth year of service, three (3) weeks annually.
 4. From the beginning of the eleventh through the fifteenth year of service, four (4) weeks annually.
 5. From the beginning of the sixteenth and over, five (5) weeks vacation plus one (1) additional day for each year over twenty-five (25) years up to a total of six (6) weeks.

For purposes of vacation schedule, length of service will begin with the first day of employment for provisional employees, and with the first day of employment for provisional employees who are subsequently certified as permanent employees by the New Jersey Department of Personnel.

B. Notwithstanding the provisions of paragraph A above, employees hired by the Borough on or after June 8, 1998 (this shall not apply to an employee hired by the Borough before June 8, 1998 and then promoted into the SAMS bargaining unit after June 8, 1998) shall be granted vacation leave upon the following schedules:

1. In the first year, one day per month through December 31st.
2. From the end of the first year to the fifth year of service: twelve (12) days annually.
3. From the beginning of the sixth year to the end of the fifteenth year of service: fifteen (15) days annually.

4. From the beginning of the sixteenth year and thereafter: twenty (20) days annually.

C. The vacation period is equivalent to the calendar year.

D. Any employee attaining an anniversary date which would increase his or her vacation schedule for a particular calendar year shall receive the vacation, and it shall be taken in that calendar year.

E. The employer and the Association agree that the employees shall submit requests for vacations no later than April 15 of each year with the first and second choices. The first choice requested shall be on the basis of highest title and seniority. It shall be assumed that an employee will remain in the service of the Borough for the full calendar year and is entitled to use all vacation time for that year when requested, as permitted by the vacation schedule. Should any employee leave before the calendar year is completed, he must repay any vacation time already used, but not earned, on a pro-rata basis.

F. Effective upon the signing of this agreement, employees shall not be permitted to accrue more than one year's worth of vacation time in accordance with N.J.A.C. 4A:6-1.2(g). Specifically, any vacation time earned in the current year shall be utilized in that given year or carried forward no further than the subsequent year. In recognition of the existing agreement permitting eleven weeks of vacation accrual, employees will utilize any accrued vacation time over the one year limit in a systematic process that will result in compliance by December 31, 2012. Utilization of the excess time shall be accomplished in accordance with the standard vacation request process and shall not result in the creation of overtime. It is contemplated by both parties, that a third of the excess shall be utilized in years 2010, 2011, and 2012 respectively in order to ensure compliance by the end of this agreement.

G. Employees shall be permitted to "sell back" to the Borough up to ten vacation days annually at the then prevailing rate of pay. Effective January 1, 2007 employees shall be

permitted “sell back” to the Borough up to 50% of their annual allotment of vacation days at the then prevailing rate of pay. Employees choosing to take advantage of this provision shall inform the Borough Administrator of their intentions at any time during the calendar year, but no later than November 15th. Under no circumstances will an employee be permitted to sell back vacation days credited in a given year, but not yet “earned” in that year. (e.g. 50% of the vacation time for a given year cannot be sold back until July 1st of that same year.

H. An employee shall have, if a holiday falls in his scheduled vacation, the option to take the Friday before or the Monday after his vacation, or to be paid for the said holiday at straight time.

I. In the case of the death of the employee, or if the employee retires after May 30 of the calendar year, then the employee or their estate shall be entitled to the full year vacation leave. This provision will be eliminated and be of no force and effect as of December 31, 2011. at which time this provision will be eliminated from the agreement. “

ARTICLE X

GRIEVANCE PROCEDURE

1. Grievance Committee.

A. The employee Association shall annually select from among its membership not less than three (3) nor more than (5) persons who shall be designated as the "Grievance Committee". The names of the members of the grievance committee shall be promptly submitted to the Mayor and Council for their records and information.

B. The following procedures shall be employed in an effort to satisfactorily handle all grievances other than those which mandatorily would have to be disposed of by Civil Service procedure or public hearing.

a. Should a grievance arise between the Borough and the Employee Association or any of its members as to the meaning or application of the provisions of this proposal, an early effort shall be made to settle such grievances in the manner hereinafter provided.

b. Any employee of the Borough having any such grievance shall, within five (5) business days after the grievance arises first, take up the matter with his representative who will present the grievance to the to the appropriate Department Head/Director.

c. If a settlement is not arrived at within five (5) business days after the presentation to the Department Head/Director, any party may take up the matter with his representative, who will present the grievance to the Business Administrator.

d. If a settlement is not arrived at between these parties within five (5) business days, the Grievance Committee shall, if it considers the grievance a justified one, take it up with the Mayor and Council at one of their business sessions or executive session, in private without having the matter made one of public record. The Mayor and Council agree to meet with the Grievance Committee as soon as practical. In any event, if a meeting with the

Mayor and Council does not take place with the grievance committee, a written response to the grievance shall be submitted to the grievance committee within seven (7) days of the next council meeting following submission of the grievance.

e. Arbitration: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the Association. If the Borough and the Association cannot mutually arrive at a satisfactory arbitrator within (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be final. The cost of the arbitrator's fee shall be shared by the Borough and the Employee Association. Time extensions may be mutually agreed to by the Borough and the Association.

ARTICLE XI

LAYOFFS AND REAPPOINTMENTS

The employer agrees that in the event of employee layoffs for bona fide reasons with good faith demonstrated on the part of the employer to the Association, shall be on the basis of seniority within the Department where applicable. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the employer shall provide proper written notice to employees to be laid off or not reappointed, forty-five (45) days in advance.

Supervisory employees shall be permitted to bump down into non-supervisory positions in accordance with Civil Service.

ARTICLE XII

ASSOCIATION AND EMPLOYEE PRIVILEGES

A. In addition to such other rights granted the Association herein, including participation in grievance proceedings and negotiations, the Association shall have the right to make legitimate use of bulletin boards within the Borough for Association business of non-controversial nature.

B. Employees shall have the right to inspect and review their individual personnel file upon request to the employer. The employer recognizes and agrees to permit this review and examination upon notice from the employees. The employees 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.

C. Before entering disciplinary papers into a personnel file, the disciplinary papers must be signed by the President of the Association or his/her designee. In the event that the disciplinary action involves the President, the Vice President of the Association or designee shall be the authorized representative to sign the disciplinary papers as required under this Section.

D. The President, Vice President, or Designee of the Union shall be granted time off without loss of pay for the purpose of attending to Union business provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed 24 working days. The employee must notify the Employer of the intended use of said leave at least 5 days prior to when such leave is to be utilized.

E. Leave for this purpose with less than 5 days' notice to the Employer shall be approved only in situations in which the presence of the Union President or his/her Designee is deemed necessary by the Borough. Leave under the provisions of paragraph D above shall be limited to not more than 4 employees at any one time.

ARTICLE XIII

EMPLOYEE EXPENSES AND REIMBURSEMENT

A. When any employment requires the use of specialized equipment, such as rain gear, mechanics coveralls, and safety equipment, these shall be provided by the employer and maintained by the employer at no expense to the employee. The employee will turn in work clothes before getting new ones; provided, however, that no such rain gear, coveralls or safety equipment shall be replaced until the existing equipment has either been turned in to the Borough or certified as unusable or obsolete by the Business Administrator.

Uniforms provided are to be repaired or replaced at the discretion of the Business Administrator and the same practice regarding the uniforms shall be continued.

B. All other necessary expenses borne by the employees in the course of their work including cleaning uniforms shall continue to be reimbursed.

C. Mileage allowance shall be paid at the current I.R.S. rate per mile for employees using their own automobiles on authorized Borough business.

D. The Borough will provide any employee required to wear safety shoes as condition of employment (as designated by his/her Department Supervisor or designee) up to ninety (\$90) dollars for safety shoes. This reimbursement is an annual maximum, and can be taken for one or more pairs of shoes, but under no circumstance shall any employee receive more than \$90 in cumulative reimbursements in any calendar year. Effective January 1, 2011, the reimbursement limit for safety shoes will be increased to one-hundred (\$100) annually.

Employees must present a receipt for the purchase of shoes in order to receive this reimbursement. In the event an employee does not comply with the requirement to wear safety shoes or does not have a reasonable justification for not wearing safety shoes, he/she shall be subject to disciplinary action.

F. The Fire Official within the Fire Prevention Bureau shall receive the following clothing from the Borough:

1. At the time of initial employment they shall receive five (5) shirts and five (5) pairs of pants

2. During each year after their subsequent anniversary of their hire they shall receive an additional three (3) shirts and three (3) pairs of pants as replacements at the discretion of the Department Director/Head or Business Administrator.

ARTICLE XIV

PROMOTIONS AND WORK LOAD

A. Promotions

1. Any employee required to accept a promotion would receive compensation commensurate with the position.

B. Scheduled absences.

1. Any employee directed by the department head to work in a higher classification due to the scheduled absence of the regular employee in that classification shall be compensated at the higher rate for as long as he performs work in the higher position.

ARTICLE XV

TERMINAL LEAVE PAY

A. Employees shall receive one (1) month's wages for every five (5) years of service with the Borough as terminal leave pay. The employee shall have the option to receive the terminal leave pay in a lump sum payment or in payments. Whether the employee retires, dies, resigns or leaves employment for medical reasons, his or his heirs, or next of kin shall receive terminal pay. The employee must have at least ten (10) years service with the Borough before being eligible for terminal leave or if eligible to retire at age 60 with less than ten (10) years service but more than five (5) shall be entitled to terminal leave.

B. On or after January 1, 2003, employees either promoted into the SAMS unit or hired from outside the Borough into the unit shall be eligible for a maximum of three months' terminal leave pay. Employees within the Borough who are promoted into a position covered by the SAMS agreement and who prior to promotion enjoyed the terminal leave pay benefit, as provided for in Paragraph A of this Article, will continue to be entitled to the benefits of this Article.

ARTICLE XVI

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this agreement neither the Association 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 Borough. The Association agrees that such action would constitute a material breach of the Agreement.

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

ARTICLE XVII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, age, national origin, or sexual preference.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough of any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

C. Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Borough Administrator or Affirmative Action Officer, or to file a grievance in accordance with the grievance procedure set forth in Article X of the Collective Bargaining Agreement. This decision shall be at the sole discretion of the employee.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision 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 or 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.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

1. The present practice regarding job related injury or illness shall continue. In addition, the employer shall defend any action brought against the employee on account of any act or commission in the scope of his employment and shall indemnify and hold harmless the employee for all expenses and damages in connection with such action.

2. The employer shall provide at its expense, training programs for employees during working hours which shall adequately maintain skills for such employees with regard to their jobs and shall adequately allow employees to maintain licenses which may be required in connection with their jobs.

3. The Borough shall continue the Payroll Deduction Plan and deposit for an employee's savings plan.

ARTICLE XX

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 in 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 covered by this Agreement and whether or not within the knowledge or contemplation of either or both 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 XXI
MANAGEMENT RIGHTS

A. The Borough 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 Law 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 Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

C. The present practice regarding insurance for retirees shall continue during the life of this agreement. In the event the insurance for bargaining unit employees is modified, the same modifications shall apply to retirees.

ARTICLE XXII
SNOW REMOVAL –
SECONDARY JOB CLASSIFICATION

To the extent permitted by law, employees will have the opportunity to accept a secondary job classification (“Job 2” per State DOP rules) as a laborer on a part-time temporary basis during periods of snow. Dependent on the needs of the Borough and the work actually performed by the employee, the employee will be paid at the pay scale of laborer, truck driver, and/or heavy truck driver.

All interested employees must send a letter of interest to the Personnel Clerk no later than October 31st of each year. The letter of interest must be submitted each year despite the employee’s participation in prior years.

Employee’s working in this capacity will be paid in the following manor:


- a. 1st year of participation: The employee shall be paid at a rate equivalent to Step A of the appropriate title multiplied by 1.5 for the first 8 consecutive hours worked. After the first 8 consecutive hours, the employee shall be paid at a rate of Step A multiplied by 2.
- b. 2nd and subsequent years: The employee shall be paid at a rate equivalent to Step B of the appropriate title multiplied by 1.5 for the first 8 consecutive hours worked. After the first 8 consecutive hours, the employee shall be paid at a rate of Step B multiplied by 2.
- c. In accordance with Article 13, Item E; Employees will be paid at the corresponding Step A and Step B rates multiplied times 2 for all

hours worked on Sundays and the actual (not the municipally observed) dates of the two major holidays of Thanksgiving and Christmas.

The employee working in this temporary assignment will not be excused from his/her regular job assignment during their regularly scheduled work day and shift. The employee will be relieved of his/her temporary assignment a minimum of one hour prior to the start time of their permanent position with the Borough. The time between the two jobs may vary dependent upon the specific needs of the permanent position which shall take precedence.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sayreville, New Jersey on the 18th day of May, 2010.

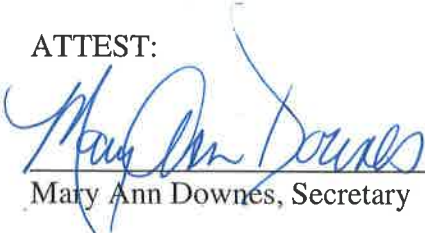
ATTEST:


Theresa A. Farbaniec, Borough Clerk

BOROUGH OF SAYREVILLE

BY: 
Kennedy O'Brien, Mayor

ATTEST:


Mary Ann Downes, Secretary

SAYREVILLE ASSOCIATION OF MUNICIPAL SUPERVISORS

BY: 
Robert Konen, President

Schedule A

Titles covered by the Sayreville Association of Municipal Supervisors

Animal Control Officer
Assistant Assessor
Chief Accountant (Salaried - no overtime provision – effective 1/1/07)
Chief Water Treatment Plant Operator
Deputy Municipal Court Administrator
Registrar of Vital Statistics
General Supervisor – Public Works
Municipal Court Administrator (until a Deputy Court Administrator is hired in early 2007)
Recreation & Parks Supervisor P/T
Recycling Coordinator
Supervisor of Billing & Collecting
Supervisor Sewers/Supervisor Water
Management Information Systems Specialist

Assistant Construction Official
Assistant Mechanical Supervisor Water Treatment
Assistant Recreation Supervisor P/T
Assistant Supervisor – Public Works
Assistant Supervisor – Water & Sewer
Carpenter/Maintenance Repairer
Construction Official
Fire Official
Supervisor Garage Services (Same pay scale as Supervisor – Public Works)
Supervisor – Public Works

