

AGREEMENT

BETWEEN

THE BOROUGH OF CARTERET

AND

LOCAL 3850

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, AFL-CIO

(WHITE COLLAR)

EFFECTIVE: JANUARY 1, 2003 THROUGH DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into by the Borough of Carteret hereinafter referred to as the "Borough" and Local 3850, 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 Borough 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 Borough 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 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.

ARTICLE 2 - DEDUCTIONS

The Borough 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 Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 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 of initial employment within the unit and any employee previously employed 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 Borough by the Union. The Union may raise 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 Borough. For the purpose 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 Borough 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 Borough 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 Borough shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

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ARTICLE 3 - UNION STEWARDS AND OFFICERS

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

Representatives of the Union who are not employees of the Borough shall be permitted to visit with employees during working hours upon proper notification to the Borough, and provided there is no undue disruption of Borough operations.

ARTICLE 4 - HOURS OF WORK

The workweek 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 workweek.

The Borough shall allow a one (1) hour unpaid lunch period each day, and two (2) paid relief periods of fifteen (15) minutes each, one in the morning and one in the afternoon.

The Borough agrees to allow an additional paid one-half (1/2) hour lunch period whenever an employee is required to work ten and one-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 5 - SAFETY COMMITTEE

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

The Borough 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 6 - GRIEVANCE PROCEDURE

SECTION A - DEFINITION - A grievance shall be a claim by the Borough or by an employee, or by the Union that either the Employer, individual employee, group of employees, or the Union has been harmed by the interpretation or application of the terms and conditions of this Agreement. A grievance shall also be a claim by the Union that an individual employee, group of employees, or the Union has been harmed by 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 setting forth the facts and violations alleged to have occurred. Should the grievant, Union, or Department Director attempt to work the grievance out informally

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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 concerning the matter, whichever is later, to render a decision in writing, setting forth the findings and reasons for the decision, and shall submit the decision, along with the original grievance, to the Union President or designee of the President.

(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 the Director's 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 or their representative.

(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 designee of the President. 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 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 designate 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 court of competent jurisdiction.

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- (2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision on all parties.
- (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 service, if any, shall be borne equally by the Employer and the Union. Any other cost shall be borne by the parties incurring the same.

ARTICLE 7 - 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 thirty-five (35) hours of work in the regular scheduled workweek.
2. For the titles of Omnibus Driver, all hours worked beyond thirty-five (35) hours of work in the regular scheduled workweek.
3. All hours worked on a Saturday.
4. All hours worked on a Sunday shall be paid at a double-time rate of pay.
5. All hours worked on a holiday shall be paid at a double-time rate of pay plus holiday pay.
6. Any employee choosing comp-time in lieu of overtime will receive comp-time at straight time, one and one-half (1-1/2) or double time the hours worked the same as if being paid cash. All comp-time must be used within six (6) months of being earned.

For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Borough for approved absence, shall be credited to time worked when computing the workweek.

ARTICLE 8 - 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 Borough decides to close Borough offices for whatever reason, such employees who report to work shall be credited for the day's work. Should the Borough, for whatever reason, close Borough offices before the start of a workday, all affected employees will be credited with a day's work.

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ARTICLE 9 - LEAVE 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 Borough officials or supervisors, while dealing with grievances or contract proposals, will be excused from duty during such meeting without loss of pay.

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

ARTICLE 10 - 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 Borough salary and his military pay if the military pay is less than his regular gross Borough pays 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 seniority or other employee rights.

ARTICLE 11 - MATERNITY LEAVE

The Borough shall grant maternity leave according to Department of Personnel Rules and Regulations.

ARTICLE 12 - 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 or said injury leave shall be deducted from the employee's salary payable by the Borough. After one (1) year, the Borough will not longer be obligated to pay out any supplement to Workmen's Compensation for as long as period as the employee continues to collect Workmen's Compensation Insurance.

ARTICLE 13 - JURY DUTY LEAVE

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

ARTICLE 14 - HOLIDAY

The following days shall be recognized as paid holidays:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	GENERAL ELECTION DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY & DAY AFTER
GOOD FRIDAY	VETERAN'S DAY
MEMORIAL DAY	CHRISTMAS EVE DAY
INDEPENDENCE DAY	CHRISTMAS DAY
FLOATING HOLIDAY	

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FLOATING HOLIDAY	

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.

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.

ARTICLE 15 - 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

Employees hired on or after January 1, 2003, vacations shall be on the following basis:

One to four years-----	10 working days
Five to nine years-----	15 working days
Ten to fourteen years-----	20 working days
Fifteen years and over-----	25 working days

The current policy regarding accumulated vacation time shall continue.

ARTICLE 16 - PERSONAL DAYS

SECTION 1 - Starting January 1 of each year 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.

SECTION 2 - Employees hired on or after January 1, 1994 shall receive personal days on a pro rated basis of one (1) day per year of employment to a maximum of three (3) days per year.

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.

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.

ARTICLE 15 - 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

Employees hired on or after January 1, 2003, vacations shall be on the following basis:

One to four years-----	10 working days
Five to nine years-----	15 working days
Ten to fourteen years-----	20 working days
Fifteen years and over-----	25 working days

The current policy regarding accumulated vacation time shall continue.

ARTICLE 16 - PERSONAL DAYS

SECTION 1 - Starting January 1 of each year 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.

SECTION 2 - Employees hired on or after January 1, 1994 shall receive personal days on a pro rated basis of one (1) day per year of employment to a maximum of three (3) days per year.

ARTICLE 17 - LONGEVITY

Employees salaries shall be increased based on their years of service in accordance with the following schedule:

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

ARTICLE 18 - SICK LEAVE

All employees designated full-time or part-time services under 25 years of service shall be entitled to fifteen (15) days sick leave with pay each year starting January 1 of each year. Employees designated as full-time or part-time service, over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave with pay starting January 1 of 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 or ten (10) day cumulative in any calendar year. Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

All employees designated full-time or part-time service may purchase up to eight (8) sick days per year at 100% of the employee's current rate of pay.

Employees hired on or after January 1, 2003 shall be entitled to fifteen (15) days sick leave with pay each year earned at the rate of 1.2 days per month.

ARTICLE 19 - ACCUMULATED SICK LEAVE

SECTION 1 - Borough employees covered by this Agreement shall receive fifty percent (50%) cash payment of all accumulated unused sick leave on retirement. In the event of an employee's death, any entitlement to accumulated unused sick leave shall be paid to the designated beneficiary of the employee.

SECTION 2 - Employees hired after January 1, 1994 or their designated beneficiary, if applicable, shall be entitled to payment under this Article on the basis of twenty-five percent (25%) of accumulated unused sick leave to a maximum of Fifteen Thousand Dollars (\$15,000.00). employee.

ARTICLE 20 - BEREAVEMENT LEAVE

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) working 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 (4) days shall not be charged to sick leave benefit of any employees.

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

ARTICLE 17 - LONGEVITY

Employees salaries shall be increased based on their years of service in accordance with the following schedule:

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

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These four (4) days shall not be charged to sick leave benefit of any employees.

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

ARTICLE 21 - SENIORITY

Seniority shall be defined as an employee's 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 Borough. 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 principal 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 Borough 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 Borough 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 each year and posted on bulletin boards.

ARTICLE 22 - 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 23 - 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.

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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.

ARTICLE 24 - INSURANCE

The Borough shall continue to 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". The Borough may also maintain HMO Blue as the exclusive HMO program for its employees.

Employees hired on or after January 1, 2003, must enroll in the PPO medical plan and contribute the following premium amounts:

Single coverage-----10% per year of annual cost

Spouse or Child coverage-----10% per year of annual cost

Family coverage-----10% per year of annual cost

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

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

All employees who retire on pension in accordance with applicable statutory requirements shall receive a paid up Life Insurance Policy of \$10,000.

Upon retirement, the Borough agrees to continue hospitalization benefits for those retirees, so long as the retiree's income is derived from his pension and/or Social Security exclusively, and the retiree is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit. The retiree shall submit a signed, written form stating that the retiree has no additional earned income. It is further agreed that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued, and that such hospitalization coverage that is provided for eligible retirees may be modified to conform to hospitalization coverage provided for active employees.

In accordance with Ordinance No. 93-22, the Borough of Carteret shall assume the cost of health and/or insurance benefits of any employee:

- A. Who has retired from the Borough service on a disability pension.
- B. Has retired after 25 years or more of service with the Borough.
- C. Has retired from Borough service and reached the age of 62 years or older, with at least 15 years of service with the Borough of Carteret.

DENTAL - It is agreed that the Borough will maintain a dental plan for its employees covered by this Agreement, and it will continue to contribute 90% of the cost of the plan for all employees applying for coverage during the term of this Agreement.

PRESCRIPTION - The Borough will provide a prescription plan with a co-pay of \$5.00 for generic drugs and \$10.00 for non-generic drugs.

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.

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PRESCRIPTION - The Borough will provide a prescription plan with a co-pay of \$5.00 for generic drugs and \$10.00 for non-generic drugs.

ARTICLE 25 - MISCELLANEOUS

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

The Borough will provide a meal allowance of \$8.00 for those employees in the Municipal Clerk's office who perform duties on election day, primary election day and voter registration nights.

All new hires must complete their 90-day probationary period prior to receiving benefits listed in this contract.

The Senior Citizen Aide, Omnibus Driver, and Security Guard titles shall receive five hundred and twenty-five dollars (\$525.00) uniform allowance for each year of this agreement to be paid the first pay in March. The Borough shall reimburse said titles one hundred twenty-five dollars (\$125.00) for work or safety shoe allowance for each year of this agreement. The current employees holding the titles of Omnibus Driver and Security Guard will attain full-time status for payroll and benefits purpose.

ARTICLE 26 - SALARIES

All employees covered by this Agreement shall receive a three percent (3%) increase in pay effective January 1, 2003.

All employees covered by this Agreement shall receive a three and one-half percent (3-1/2%) increase in pay effective January 1, 2004.

All employees covered by this Agreement shall receive a four percent (4%) increase in pay effective January 1, 2005.

All employees covered by this Agreement shall receive a four percent (4%) increase in pay effective January 1, 2006.

All employees covered by this Agreement shall receive a four percent (4%) increase in pay effective January 1, 2007.

ARTICLE 27 - CORRECTION OF PAYCHECK ERRORS

The Borough will 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 "immediate 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 28 - PROMOTIONS

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

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. When provisional appointments are to be made, the Borough shall appoint from among those eligible and interested in taking a test for the position, if any, in accordance with the employee's ability to perform the job as determined by the Borough. The Borough may remove any such provisional appointee for unsatisfactory performance and replace the appointee with the next most qualified and senior employee. Such removal is subject to the Grievance Procedure.

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

1. When the Borough determines to fill a position left temporarily vacant, 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 Borough. Employees shall receive the rate of pay for the higher classification upon assignment to the higher classification for one full day or longer. This provision shall apply to the Assistant Municipal Clerk and the Deputy Court Clerk respectively during the absence of either Clerk for one day or more. Any overtime available should be offered to the person who is filling the higher title first.

ARTICLE 29 - JOB POSTINGS

All job vacancies must be posted in each department in all work locations and on 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. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of thirty (30) working days.

ARTICLE 30 - HEALTH AND SUBSTANCE ABUSE PROGRAM

The Borough and the Union recognizes 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, counseling and rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

ARTICLE 31 - LAYOFFS

Layoff shall be in accordance with the New Jersey Department of Personnel Rules and Regulations.

ARTICLE 32 - ACCESS TO PERSONNEL FILES AND BULLETIN BOARDS

Employees shall have the right to inspect and review their individual personnel files. The Borough recognizes and agrees to permit this review and examination. An employee shall have the opportunity to conduct such a review in the presence of the appropriate official within a reasonable period of time, which normally shall be five (5) working days from the date of written request to the Employer for such review. The employee shall have the right to define, explain or object in writing to anything found in the personnel file.

Employees' personnel records to be kept by the Department Head and in the Borough 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 designee shall initial said documents.

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Bulletin boards will be made available by the Borough 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 33 - NON-DISCRIMINATION

There shall be no discrimination by the Borough 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 Borough 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 is not a member of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE 34 - NO STRIKE CLAUSE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage or walkout designed to interfere with the normal operation of the Borough. The Union agrees that such action would constitute a material breach of this Agreement. Any employee who violates the provisions of this Article is subject to disciplinary action up to and including discharge.

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

ARTICLE 35 - 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 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 Borough in the exercise 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 36 - LABOR MANAGEMENT COMMITTEE AND SERVICE AWARDS COMMITTEE

It is agreed that representatives of the Borough 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 Borough and the Union shall jointly maintain and support a Labor-Management Committee.

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

The Borough and Local 3850 agree to form a committee to examine the viability and possibility for Service Awards Program and present a final report to the Borough Council for consideration and adoption.

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ARTICLE 37 - SEPARABILITY AND SAVINGS

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 Borough and the Union agree to negotiate immediately upon the request of either party for a substitute for the invalidated provision.

ARTICLE 38 - RULES AND REGULATIONS

The Borough has the right to establish rules and regulations governing working conditions. 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 39 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not 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 40 - TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in the Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 2003 and shall continue in effect for five (5) years or until a further Agreement shall be made.

In witness thereof, the parties hereto have set their hands and seals on this 25 day of, June 2003.

LOCAL 3850, AFSCME AFL-CIO

BOROUGH OF CARTERET

/s/ Lou Alarino /s/ *[Signature]*
/s/ Gloria L. Bordeit /s/

ARTICLE 37 - SEPARABILITY AND SAVINGS

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 Borough and the Union agree to negotiate immediately upon the request of either party for a substitute for the invalidated provision.

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LOCAL 3850, AFSCME AFL-CIO

BOROUGH OF CARTERET

/s/ Lou A. Carrino /s/ *[Signature]*
/s/ Gloria L. Bordeit /s/

APPENDIX A

Assistant Municipal Clerk
Senior Clerk Transcriber
Senior Clerk Typist
Clerk Typist
Senior Bookkeeping Machine Operator
Assistant Tax Collector
Senior Clerk
Clerk Typist/Benefits Clerk
Cashier
Purchasing Agent
Deputy Municipal Court Administrator
Administrative Secretary/Police Department
Community Service Aide
Assistant to the Assessor
Municipal Court Assistant Violations Clerk
Assessing Clerk
Building Inspector
Field Inspector
Records Clerk
Senior Citizen Aide
Omnibus Driver
Security Guard
Principal Account Clerk
Payroll Clerk

APPENDIX A

Assistant Municipal Clerk
Senior Clerk Transcriber
Senior Clerk Typist
Clerk Typist
Senior Bookkeeping Machine Operator
Assistant Tax Collector
Senior Clerk
Clerk Typist/Benefits Clerk
Cashier
Purchasing Agent
Deputy Municipal Court Administrator
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Community Service Aide
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Municipal Court Assistant Violations Clerk
Assessing Clerk
Building Inspector
Field Inspector
Records Clerk
Senior Citizen Aide
Omnibus Driver
Security Guard
Principal Account Clerk
Payroll Clerk

APPENDIX B
RESIDENCY

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RESIDENCY