



AGREEMENT

BETWEEN

THE BOROUGH OF CARTERET

AND

LOCAL 3850

AMERICAN FEDERATION OF STATE, COUNTY  
AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
(WHITE COLLAR)

EFFECTIVE: JANUARY 1, 2008 THROUGH DECEMBER 31, 2012

TABLE OF CONTENTS

		PAGE #
	PREAMBLE.....	3
ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	DEDUCTIONS.....	3
ARTICLE 3	UNION STEWARDS & OFFICERS.....	4
ARTICLE 4	HOURS OF WORK & REST PERIOD.....	4
ARTICLE 5	SAFETY COMMITTEE.....	4
ARTICLE 6	GRIEVANCE PROCEDURE.....	5
ARTICLE 7	OVERTIME.....	7
ARTICLE 8	DISTRIBUTION OF OVERTIME.....	7
ARTICLE 9	LEAVE OF ABSENCE.....	7
ARTICLE 10	MILITARY LEAVE.....	8
ARTICLE 11	MATERNITY LEAVE.....	8
ARTICLE 12	INJURY LEAVE.....	8
ARTICLE 13	JURY DUTY.....	8
ARTICLE 14	HOLIDAYS.....	8
ARTICLE 15	VACATIONS.....	9
ARTICLE 16	PERSONAL DAYS.....	9
ARTICLE 17	LONGEVITY.....	10
ARTICLE 18	SICK LEAVE.....	10
ARTICLE 19	ACCUMULATED SICK LEAVE.....	10
ARTICLE 20	BEREAVEMENT PAY.....	11
ARTICLE 21	SENIORITY.....	11
ARTICLE 22	TRANSFERS.....	12
ARTICLE 23	DISCIPLINE.....	12
ARTICLE 24	INSURANCE.....	13
ARTICLE 25	MISCELLANEOUS.....	14
ARTICLE 26	SALARIES.....	15
ARTICLE 27	CORRECTION OF PAYCHECK ERRORS.....	15
ARTICLE 28	PROMOTIONS.....	15
ARTICLE 39	JOB POSTINGS.....	16
ARTICLE 30	HEALTH AND SUBSTANCE ABUSE PROGRAM.....	16
ARTICLE 31	LAYOFFS.....	16
ARTICLE 32	ACCESS TO PERSONAL FILES & BULLETIN BOARD.....	17
ARTICLE 33	NON-DISCRIMINATION.....	17
ARTICLE 34	NO STRIKE CLAUSE.....	17
ARTICLE 35	MANAGEMENT RIGHTS.....	18
ARTICLE 36	LABOR MANAGEMENT COMMITTEE AND SERVICE AWARD COMMITTEE.....	18
ARTICLE 37	SEPARABILITY AND SAVINGS.....	18
ARTICLE 38	RULES AND REGULATIONS.....	18
ARTICLE 39	FULLY BARGAINED PROVISIONS.....	19
ARTICLE 40	TERMINATION.....	19
APPENDIX A	TITLES INCLUDED IN THIS AGREEMENT.....	20
APPENDIX B	RESIDENCY REQUIREMENT.....	21
APPENDIX C	SALARY ORDINANCE.....	22

## **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 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.

## **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 15<sup>th</sup> 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 the 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.

### **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 and stewards.

Representative of the Union who are not employees of the Borough shall be permitted to visit with employees during the 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.

Summer Schedule Hours: The enactment of summer schedule shall be at the Borough's sole discretion with input from the AFSCME Executive Board as to the hours.

### **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 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 the 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 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 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.

#### **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 rational 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 services, 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 or 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 to 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.

## **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 the 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 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 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 of said injury leave shall be deducted from the employee's salary payable by the Borough. After one (1) year, the Borough 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 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 time spent on jury duty. Any remuneration received by the employee from the Court shall be deducted from the pay above.

## **ARTICLE 14 – HOLIDAYS**

The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday <sup>1</sup>	General Election Day
Washington's Birthday <sup>2</sup>	Thanksgiving Day & Day after
Good Friday	Veteran's Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Floating Holiday	



- <sup>1</sup>Lincoln's Birthday shall be converted to floating holiday. Minimum staffing to be set by management but shall not exceed 50% of workforce.
- <sup>2</sup>Washington's Birthday to be observed on Presidents' 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 may be a 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 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%

Longevity to remain in tact for employees hired prior to 1/1/08 and to be eliminated for employees hired after 1/1/08.

**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 each year 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) days 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, with funds permitting.

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 PAY

In case of death in the immediate family of an 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 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 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 a 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 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 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 1<sup>st</sup> and January 1<sup>st</sup> of 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 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 immediately 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.

## ARTICLE 24 – INSURANCE

The Borough shall cover its employees and their dependents for major medical hospitalization.

Employees hired prior to January 1, 2003 shall contribute \$10.00 per pay period COINSURANCE towards the annual cost of healthcare. Said Coinsurance shall be deducted pretax (if applicable). The Borough and the Union recognize that Employees, out on disability, workers compensation or other are still bound by this annual contribution of coinsurance.

Employees hired on or after January 1, 2003 may enroll in the PPO NJ Direct 10 or similar Medical Program and contribute toward payment of premiums for the following coverage:

Single-----10% per year of annual cost  
Spouse or Child- 10% per year of annual cost  
Family-----10% per year of annual cost

Employees hired after January 1, 2008 must enroll in the PPO NJ Direct 15 and contribute the following amount.

Single-----10% per year of annual cost  
Spouse or Child- 10% per year of annual cost  
Family-----10% per year of annual cost

In the event the Borough proposes to change health insurance carrier or implement a self-insurance program the plan must be substantially similar in benefits and co-pays.

Group Life Insurance in the amount of \$10,000 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 shall receive a paid up Life Insurance Policy of \$10,000.

Upon retirement, the Borough agrees to continue hospitalization benefits to those said retirees in accordance with the Borough Code and New Jersey Statutes. If you retire and secure employment with insurance available, or receive a cash payout for insurance, the retiree is to reimburse the Borough 50% of any such cash payment. Should said insurance no longer be available then they can go back on municipal insurance, to the extent allowable by law.

**DENTAL-** It is agreed that the Borough will establish a dental plan for its employees covered by this Agreement and enroll said employees into Horizon Dental Choice DPO #317 as administered by the NJ SHBP (or substantially similar plan). The Borough will contribute 90% of the premium towards an eligible dental plan being offered under the existing plan except the Dental Expense Plan, or its equivalent. Should an employee choose to receive coverage under the Dental Expense Plan, or its equivalent, then, in that instance, the Borough will only contribute an amount equal to 85% of the premium amount of the other respective eligible plan and the employee shall be responsible for 100% of the annual premium amount constituting the difference between said plan and the Dental Expense Plan, or its equivalent.

**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 for all bargaining unit members if administered by the Borough.

The Borough and Union recognize that the employees will be enrolled in the NJ State Health Benefits Plan, and that the State of New Jersey by applicable law will set prescription co-pay amounts higher or lower than mentioned here within.

#### **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 and Omnibus Driver 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 will attain full-time status for payroll and benefits purpose.

## **ARTICLE 26 – SALARIES**

All employees covered by this Agreement shall receive a three percent (3.5%) increase in pay effective January 1, 2008.

All employees covered by this Agreement shall receive a three and one-half percent (3.5%) increase in pay effective January 1, 2009.

All employees covered by this Agreement shall receive a four percent (3.5%) increase in pay effective January 1, 2010.

All employees covered by this Agreement shall receive a four percent (3.5%) increase in pay effective January 1, 2011.

All employees covered by this Agreement shall receive a four percent (3.5%) increase in pay effective January 1, 2012.

## **ARTICLE 27 – CORRECTION OF PAYCHECK ERRORS**

The Borough 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 28 – PROMOTIONS**

No employee is required to accept a promotion, which would cause him 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 with 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.

**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 unqualified 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 not 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 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 to in writing anything found in his 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 all employee the Union Shop Steward and the Department Head or designee shall initial said documents.

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 will 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.

## **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 this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1<sup>st</sup> day of January, 2008 and shall continue in effect for five (5) years or until a further Agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this 2<sup>nd</sup> day of June 2009.

**LOCAL 3850 AFSCME, AFL- CIO**

Gloria Lisicki  
/s/ Michael Slacknall

**BOROUGH OF CARTERET**

[Signature]  
/s/ [Signature]

## 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 B

### RESIDENCY

§ 38-5. Residency requirements. [Amended 12-20-1977 by Ord. No. 77-41; 8-18-1994 by Ord. No. 94-35; 12-7-2000 by Ord. No. 00-53; 2-1-2001 by Ord. No. 01-2<sup>1</sup>]

Except and unless permitted or required by law, employees of the Borough of Carteret (the "Borough") shall reside within the Borough at the time they are appointed to their employment position and thereafter for a continuous period of five years from the date of said appointment.

APPENDIX "C"

Ordinance

No. 08-39

of the  
Borough of Carteret, N. J.

Councilman \_\_\_\_\_ Presents the following Ordinance Seconded by Councilman \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE #71-9  
ESTABLISHING SALARY SCHEDULES AND FIXING  
THE MANNER OF PAYMENTS OF SALARIES FOR  
VARIOUS OFFICIALS AND EMPLOYEES OF THE  
BOROUGH OF CARTERET

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF  
CARTERET IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,  
AS FOLLOWS:

SECTION 1. That the following Amendment of the above-entitled Ordinance be  
made in Section 1:

Title	Effective Dates	
	1/01/08	1/01/09
Administrative Assistant		
Step 7	\$ 50,974.00	
Step 8	52,758.09	
Step 9		\$ 54,604.62
Garage Supervisor	62,325.63	64,507.03
Street Cleaning Supervisor	62,325.63	64,507.03
-Recycling Coordinator Stipend	5,000.00	5,000.00
Sewer Supervisor	62,325.63	64,507.03
Parks Supervisor	62,325.63	64,507.03
Streets & Roads Superintendent	85,647.00	88,644.65
Parks Superintendent	76,826.00	79,514.91
Municipal Clerk	91,831.00	95,045.09
Construction/Zoning Official	109,877.00	113,722.70
Police Chief	113,375.00	117,343.13
Deputy Police Chief	108,600.00	112,401.00
Chief Finance Officer/Treasurer	105,215.00	108,897.53
Mayor	77,500.00	77,500.00
Fire Chief	95,654.00	99,001.89
Court Administrator	69,830.00	72,274.05
Municipal Court Judge	40,000.00	41,400.00
Director of Municipal Engineering	126,225.00	130,642.88
Secretary Board/ Comm.		
Step 10	40,710.69	
Step 11		42,135.56
Conf. Assistant (Payroll)		
Step 11	45,587.61	
Step 12		47,183.18
Tax Assessor (Part-Time)	32,136.00	33,260.76
Public Defender	3,000.00	3,105.00
Prosecutor 1	12,000.00	12,420.00
Prosecutor 2	17,100.00	17,698.50
Prosecutor 2	4,750.00	4,916.25
Planning Board Engineer	6,500.00	6,750.00
Zoning Board Engineer	6,500.00	6,750.00
Technical Assistant Zoning/Construction		
Step 1	38,296.00	
Step 2	39,636.36	
Step 3	41,023.63	
Step 4	42,459.46	
Step 5	43,945.54	

AFSCME 3850

Administrative & Executive

Assistant Municipal Clerk	Step 1	\$ 39,716.00	Clerk Typist / Transcriber	Step 1	\$ 27,944.00
	Step 2	\$ 42,198.00		Step 2	\$ 29,128.00
	Step 3	\$ 44,681.00		Step 3	\$ 30,306.00
	Step 4	\$ 48,404.00		Step 4	\$ 31,525.00
	Step 5	\$ 53,389.00		Step 5	\$ 32,704.00
	Step 6	\$ 55,236.92		Step 6	\$ 33,848.64
	Step 7	\$ 57,170.21		Step 7	\$ 35,033.34
	Step 8	\$ 59,171.16		Step 8	\$ 36,259.51
	Step 9	\$ 61,242.16		Step 9	\$ 37,523.59
	Step 10	\$ 63,385.63		Step 10	\$ 38,842.09
Clerk Typist	Step 1	\$ 25,582.00	Senior Clerk Typist / Transcriber	Step 1	\$ 32,881.00
	Step 2	\$ 26,763.00		Step 2	\$ 33,761.00
	Step 3	\$ 27,944.00		Step 3	\$ 34,640.00
	Step 4	\$ 29,128.00		Step 4	\$ 35,520.00
	Step 5	\$ 30,306.00		Step 5	\$ 36,397.00
	Step 6	\$ 31,366.71		Step 6	\$ 37,670.90
	Step 7	\$ 32,464.54		Step 7	\$ 38,989.38
	Step 8	\$ 33,600.80		Step 8	\$ 40,354.00
	Step 9	\$ 34,776.83		Step 9	\$ 41,766.39
	Step 10	\$ 35,994.02		Step 10	\$ 43,228.22
Senior Clerk Typist	Step 1	\$ 32,881.00	Assessing Clerk	Step 1	\$ 28,568.00
	Step 2	\$ 33,761.00		Step 2	\$ 29,749.00
	Step 3	\$ 34,639.00		Step 3	\$ 30,932.00
	Step 4	\$ 35,519.00		Step 4	\$ 32,115.00
	Step 5	\$ 36,398.00		Step 5	\$ 33,292.00
	Step 6	\$ 37,671.93		Step 6	\$ 34,457.22
	Step 7	\$ 38,990.45		Step 7	\$ 35,663.22
	Step 8	\$ 40,355.11		Step 8	\$ 36,911.44
	Step 9	\$ 41,767.54		Step 9	\$ 38,203.34
	Step 10	\$ 43,229.41		Step 10	\$ 39,540.45
Senior Assessing Clerk/ Translator	Step 1	\$ 32,881.00	Assistant Tax Collector	Step 1	\$ 37,304.00
	Step 2	\$ 33,761.00		Step 2	\$ 38,483.00
	Step 3	\$ 34,639.00		Step 3	\$ 39,663.00
	Step 4	\$ 35,519.00		Step 4	\$ 40,848.00
	Step 5	\$ 36,398.00		Step 5	\$ 42,289.00
	Step 6	\$ 37,671.93		Step 6	\$ 45,839.12
	Step 7	\$ 38,990.45		Step 7	\$ 47,443.48
	Step 8	\$ 40,355.11		Step 8	\$ 49,104.01
	Step 9	\$ 41,767.54		Step 9	\$ 50,822.65
	Step 10	\$ 43,229.41		Step 10	\$ 52,601.44
Senior Finance Clerk	Step 1	\$ 42,525.00	Finance Account Clerk	Step 1	\$ 37,155.00
	Step 2	\$ 44,512.00		Step 2	\$ 37,618.00
	Step 3	\$ 46,495.00		Step 3	\$ 38,696.00
	Step 4	\$ 48,481.00		Step 4	\$ 39,793.00
	Step 5	\$ 50,464.00		Step 5	\$ 44,289.00
	Step 6	\$ 52,230.24		Step 6	\$ 45,839.12
	Step 7	\$ 54,058.30		Step 7	\$ 47,443.48
	Step 8	\$ 55,950.34		Step 8	\$ 49,104.01
	Step 9	\$ 57,908.60		Step 9	\$ 50,822.65
	Step 10	\$ 59,935.40		Step 10	\$ 52,601.44
Senior Account Clerk w/ Benefits Responsibility	Step 1	\$ 38,120.00	Principal Account Clerk	Step 1	\$ 42,525.00
	Step 2	\$ 39,708.00		Step 2	\$ 44,512.00
	Step 3	\$ 41,297.00		Step 3	\$ 46,495.00
	Step 4	\$ 42,883.00		Step 4	\$ 48,481.00
	Step 5	\$ 44,472.00		Step 5	\$ 50,464.00
	Step 6	\$ 46,028.52		Step 6	\$ 52,230.24
	Step 7	\$ 47,639.52		Step 7	\$ 54,058.30
	Step 8	\$ 49,305.90		Step 8	\$ 55,950.34
	Step 9	\$ 51,032.64		Step 9	\$ 57,908.60
	Step 10	\$ 52,818.79		Step 10	\$ 59,935.40
Senior Payroll Clerk	Step 1	\$ 38,120.00	Cashier	Step 1	\$ 30,365.00
	Step 2	\$ 39,708.00		Step 2	\$ 32,518.00
	Step 3	\$ 41,297.00		Step 3	\$ 34,397.00
	Step 4	\$ 42,883.00		Step 4	\$ 36,279.00
	Step 5	\$ 44,472.00		Step 5	\$ 38,161.00
	Step 6	\$ 46,028.52		Step 6	\$ 39,495.64
	Step 7	\$ 47,639.52		Step 7	\$ 40,879.02
	Step 8	\$ 49,305.90		Step 8	\$ 42,308.79
	Step 9	\$ 51,032.64		Step 9	\$ 43,790.63
	Step 10	\$ 52,818.79		Step 10	\$ 45,292.20

Permit Clerk	Step 1	\$ 28,468.00	Principal Cashier / Typist	Step 1	\$ 37,155.00
	Step 2	\$ 29,749.00		Step 2	\$ 37,818.00
	Step 3	\$ 30,932.00		Step 3	\$ 38,696.00
	Step 4	\$ 32,115.00		Step 4	\$ 39,793.00
	Step 5	\$ 33,292.00		Step 5	\$ 41,289.00
	Step 6	\$ 34,457.22		Step 6	\$ 42,839.12
	Step 7	\$ 35,663.22		Step 7	\$ 44,443.48
	Step 8	\$ 36,911.44		Step 8	\$ 46,104.01
	Step 9	\$ 38,203.34		Step 9	\$ 47,822.65
	Step 10	\$ 39,540.45		Step 10	\$ 49,601.44
Senior Permit Clerk	Step 1	\$ 31,754.00	Housing / Building Inspector	Step 1	\$ 51,639.00
	Step 2	\$ 32,605.00		Step 2	\$ 52,550.00
	Step 3	\$ 33,478.00		Step 3	\$ 53,522.00
	Step 4	\$ 34,375.00		Step 4	\$ 54,542.00
	Step 5	\$ 35,296.00		Step 5	\$ 55,623.00
	Step 6	\$ 36,531.36		Step 6	\$ 56,760.31
	Step 7	\$ 37,809.96		Step 7	\$ 57,958.47
	Step 8	\$ 39,133.31		Step 8	\$ 59,213.14
	Step 9	\$ 40,502.97		Step 9	\$ 60,530.07
	Step 10	\$ 41,920.58		Step 10	\$ 61,915.10
Building Sub Code with Plumbing HHS	Step 1	\$ 59,542.00	Purchasing Agent	Step 1	\$ 50,046.00
	Step 2	\$ 61,157.00		Step 2	\$ 51,353.00
	Step 3	\$ 62,686.00		Step 3	\$ 52,705.00
	Step 4	\$ 64,253.00		Step 4	\$ 54,103.00
	Step 5	\$ 65,859.00		Step 5	\$ 55,547.43
	Step 6	\$ 67,504.07		Step 6	\$ 57,038.49
	Step 7	\$ 69,198.81		Step 7	\$ 58,575.49
	Step 8	\$ 70,942.05		Step 8	\$ 60,159.30
	Step 9	\$ 72,734.72		Step 9	\$ 61,790.30
	Step 10	\$ 74,576.83		Step 10	\$ 63,468.62
Deputy Court Clerk	Step 1	\$ 31,886.00	Assistant Violations Clerk	Step 1	\$ 31,823.00
	Step 2	\$ 33,993.00		Step 2	\$ 33,925.00
	Step 3	\$ 35,352.00		Step 3	\$ 35,282.00
	Step 4	\$ 36,766.00		Step 4	\$ 36,693.00
	Step 5	\$ 38,236.00		Step 5	\$ 38,161.00
	Step 6	\$ 39,574.26		Step 6	\$ 39,496.64
	Step 7	\$ 40,959.36		Step 7	\$ 40,879.02
	Step 8	\$ 42,392.94		Step 8	\$ 42,309.78
	Step 9	\$ 43,876.69		Step 9	\$ 43,790.63
	Step 10	\$ 45,412.37		Step 10	\$ 45,323.30
Deputy Court Administrator	Step 1	\$ 38,475.00	Police Records Clerk	Step 1	\$ 26,460.00
	Step 2	\$ 43,470.00		Step 2	\$ 28,208.00
	Step 3	\$ 47,163.00		Step 3	\$ 29,336.00
	Step 4	\$ 50,123.00		Step 4	\$ 30,509.00
	Step 5	\$ 52,128.00		Step 5	\$ 31,730.00
	Step 6	\$ 53,952.48		Step 6	\$ 32,840.55
	Step 7	\$ 55,840.82		Step 7	\$ 33,989.97
	Step 8	\$ 57,795.25		Step 8	\$ 35,179.62
	Step 9	\$ 59,818.08		Step 9	\$ 36,410.90
	Step 10	\$ 61,911.71		Step 10	\$ 37,685.29
Police Admin Secretary	Step 1	\$ 33,039.00	Police Principal Clerk Typist	Step 1	\$ 26,460.00
	Step 2	\$ 35,221.00		Step 2	\$ 28,208.00
	Step 3	\$ 36,630.00		Step 3	\$ 29,336.00
	Step 4	\$ 38,095.00		Step 4	\$ 30,509.00
	Step 5	\$ 39,619.00		Step 5	\$ 31,730.00
	Step 6	\$ 41,005.67		Step 6	\$ 32,840.55
	Step 7	\$ 42,440.86		Step 7	\$ 33,989.97
	Step 8	\$ 43,926.29		Step 8	\$ 35,179.62
	Step 9	\$ 45,463.71		Step 9	\$ 36,410.90
	Step 10	\$ 47,054.94		Step 10	\$ 37,685.29
Com. Dev. Sr. Clerk Typist	Step 1	\$ 30,352.00	Com. Dev. Admin Secretary	Step 1	\$ 30,352.00
	Step 2	\$ 32,357.00		Step 2	\$ 32,357.00
	Step 3	\$ 33,651.00		Step 3	\$ 33,651.00
	Step 4	\$ 34,998.00		Step 4	\$ 34,998.00
	Step 5	\$ 36,398.00		Step 5	\$ 36,398.00
	Step 6	\$ 37,871.93		Step 6	\$ 37,871.93
	Step 7	\$ 38,990.45		Step 7	\$ 38,990.45
	Step 8	\$ 40,355.11		Step 8	\$ 40,355.11
	Step 9	\$ 41,767.54		Step 9	\$ 41,767.54
	Step 10	\$ 43,229.41		Step 10	\$ 43,229.41



Omnibus Operator	Step 1	\$ 27,846.00
	Step 2	\$ 28,683.00
	Step 3	\$ 29,684.00
	Step 4	\$ 32,104.00
	Step 5	\$ 33,397.00
	Step 8	\$ 34,565.90
	Step 7	\$ 35,776.70
	Step 8	\$ 37,027.85
	Step 9	\$ 38,323.83
	Step 10	\$ 39,665.16

Fire	Effective Dates				
	2007	2008	2009	2010	2011
Fire Captain	\$86,781.76	\$90,122.86	\$93,592.59	\$97,195.90	\$100,937.94
Firefighter- Top Rate	78,709.28	81,739.59	84,886.56	88,154.69	91,548.65
Hired after July 1, 2001 but before 1/1/07					
1st Year	41,248.48	42,836.55	44,485.75	46,198.46	47,977.10
2nd Year	47,993.92	49,841.69	51,760.59	53,753.37	55,822.88
3rd Year	55,186.56	57,311.24	59,517.73	61,809.16	64,188.81
4th Year	63,677.12	66,128.69	68,674.64	71,318.62	74,064.38
5th Year	70,752.24	73,476.20	76,305.03	79,242.78	82,293.63
Top Rate	78,709.28	81,739.59	84,886.56	88,154.69	91,548.65
Hired after 1/1/2007					
Year 1	39,662.00	39,662.00	39,662.00	39,662.00	39,662.00
Year 2	43,628.00	43,628.00	43,628.00	43,628.00	43,628.00
Year 3	50,172.00	50,172.00	50,172.00	50,172.00	50,172.00
Year 4	57,698.00	57,698.00	57,698.00	57,698.00	57,698.00
Year 5	66,352.00	66,352.00	66,352.00	66,352.00	66,352.00
Year 6	76,305.00	76,305.00	76,305.00	76,305.00	76,305.00
Year 7	81,739.59	84,886.56	88,154.70	91,548.65	

SECTION 2. That the Schedule of Compensation of this Ordinance shall take effect upon passage and publication as provided by Law.

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE

COUNCILMAN	YES	NO	NV	A.B.	COUNCILMAN	YES	NO	NV	A.B.
BELLINO	X				KRUM	X			
COLON	X				NAPLES	X			
DTAZ	X				SITARZ	X			

X - Indicates Vote AB - Absent NV - Not Voting XOR - Indicates Vote to Override Veto

Adopted on first reading of the Council of the Borough of Carteret, N.J., on December 4, 2008  
 Adopted on second reading after hearing on December 18, 2008

APPROVED BY

ON 12/20/08

MAYOR

*[Signature]*