

AGREEMENT

BETWEEN

BOROUGH OF SPOTSWOOD

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 888**

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

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THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE BOROUGH OF SPOTSWOOD, NEW JERSEY, HEREAFTER REFERRED TO AS THE "EMPLOYER" OR "BOROUGH" AND THE UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 888, HEREAFTER REFERRED TO COLLECTIVELY AS THE "UNION", OR "UCFW".

ARTICLE I

PURPOSE

IT IS THE PURPOSE OF THIS AGREEMENT TO ESTABLISH A WORKING BASIS BETWEEN THE PARTIES HERETO FOR THE PERIOD HEREAFTER MENTIONED WHICH, IN THE MUTUAL INTEREST OF SAID PARTIES, WILL PROVIDE FOR THE CONDUCT OF THE EMPLOYER'S BUSINESS UNDER METHODS WHICH WILL, TO THE FULLEST EXTENT POSSIBLE, ASSURE THE SAFETY OF EMPLOYEES AND ACCOMPLISH ECONOMY OF OPERATION AND QUANTITY OF OUTPUT. IT IS RECOGNIZED BY THIS AGREEMENT TO BE THE DESIRE OF THE EMPLOYER AND THE UNION TO COOPERATE FULLY, INDIVIDUALLY AND COLLECTIVELY FOR THE ATTAINMENT OF SAID OBJECTIVE.

ARTICLE II

SECTION 1.

RECOGNITION

The employer recognizes the union as exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all hourly employees presently classified as: Road Department, Water/Sewer Utility, Sanitation, Office Clerical Employees and Police Communication Operators of the Borough of Spotswood, New Jersey.

SECTION 2.

MEMBERSHIP

It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the union in good standing as of the effective date of this Agreement, shall remain members in good standing.

SECTION 3.

DUES DEDUCTIONS AND AGENCY SHOP

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9E, AS AMENDED.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the association and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to half deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the Majority Representative.

SECTION 3.

DUES DEDUCTIONS AND AGENCY SHOP

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice of the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the Borough after it had satisfied itself that the Association is a proper majority representative.

SECTION 4.

EQUAL EMPLOYMENT OPPORTUNITIES

The employer agrees that it will not discriminate against any applicant for employment, and the employer and the union agree that they will not discriminate against any employee in the payment of wages, assignment of jobs, recall, discipline, discharge, seniority, promotion, demotion, training, transfer, layoff or any other term or condition of employment because of race, color, religion, sex, age or national origin.

Any alleged violation of the above provision shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III

SECTION 1.

NO STRIKES OR LOCKOUTS

During the term of this Agreement the Union agrees with the Employer on behalf of itself and each of its members that there be no strikes, stoppage of work, slowdown, or any other action interfering with work or production.

In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the employer agrees that there shall be no liability on the part of the International, or its local union, number 888, or any of their officers or agents, provided that in the event of such unauthorized action, the Union first meets the following conditions:

The Union shall, immediately after notice from the Employer to the UFCW Local 888 of an alleged violation of this clause, declare publicly that such alleged action is unauthorized.

The Union shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line.

The Union shall not question the unqualified right of the Employer to discipline or

discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members and shall in no case be construed as violation by the Employer or any provision of this Agreement. However, if an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation; it will be subject to the grievance procedure specifically including arbitration.

During the term of this Agreement, the Employer agrees with the Union that there will be no lockouts.

ARTICLE IV

SECTION 1.

GRIEVANCE AND ARBITRATION PROCEDURE

Any difference or disagreement between the parties, or between an employee or group of employees and the Employer involving the interpretation or the application of the provisions of this Agreement or involving the discipline, suspension or discharge of any employee, shall be defined as grievance and shall be taken up in the following manner without any suspension of work through strikes, slow-down or lock-out on account of such grievances.

SECTION 2.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The grievance form shall be dated, signed by the employee or employees involved and the shop steward and submitted by the shop steward to the employee's department supervisor within seven (7) calendar days of the initial occurrence of the action or event upon which the grievance is based, provided, however, that a grievance involving a discharge or layoff shall be submitted in the form and manner set forth in step two within three (3) calendar days from the date of the discharge or lay-off and shall immediately be processed as a step two grievance.

The department supervisor shall reply in writing within seven (7) calendar days after receiving the written grievance.

STEP TWO: If the grievance is not settled at step one, the Union shall within seven (7) calendar days after the date of the department supervisor's written answer to the written grievance, request a discussion of the grievance with the Mayor or his designees.

Such discussion shall take place between the Mayor or his designees, and representatives of the Union within fourteen (14) calendar days of the Union's request for discussion. Such discussion may include the aggrieved employee or employees involved. At the conclusion of step two, the employer shall give its final answer within fourteen (14) calendar days.

STEP THREE: If the grievance is not settled at step two, the grievance may be submitted to arbitration as follows:

Within fourteen (14) calendar days after the final written answer is given to the step two meeting, the party desiring arbitration shall give written notification to the other party of its demand to arbitrate stating the nature of the issue to be arbitrated, the specific provisions of the Agreement involved, and the relief or remedy sought. The party desiring arbitration shall simultaneously request the New Jersey State Board of Mediation (NJSBM) to submit a panel from which the arbitrator may be chosen in accordance with the rules and procedures of NJSBM. The arbitrator so selected shall hear the grievance at a mutually agreeable time and place and shall render his award in writing, which award shall be final and binding on the Employer, the Union and employee or employees involved. The Employer and the Union shall divide equally and pay the fees and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

SECTION 3.

The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

The Union and the Borough shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

SECTION 4.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V

SECTION 1.

HOLIDAYS

Subject to the provisions of section 2 of this article, the following days shall be considered holidays for the purpose of the Agreement.

New Years Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Each employee not on leave of absence, layoff or suspension who is not scheduled to work on any such holidays shall be paid for eight (8) hours at their regular straight time rate of pay.

SECTION 2.

The holidays shall be celebrated on such days as the Employer shall fix and determine and the schedule for such holidays in each calendar year shall be posted on the bulletin board no later than December 1st of the prior year.

SECTION 3.

If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

SECTION 4.

If an official holiday is observed during an employee's vacation, the employee shall be entitled to an additional vacation day.

If an official holiday occurs while an employee is on sick leave, the employee shall not have that holiday charged against their sick leave.

Double time will be paid for all hours worked on any of the holidays set forth in Article V.

ARTICLE V-A

SECTION 1.

PERSONAL DAYS

All employees will be granted five (5) personal days off on approval of department head on twenty-four (24) hour notice. It is management's right to deny a personal day for cause.

Employees hired on or after January 1, 2007 shall receive three (3) personal days per year.

SECTION 2.

Employees must use their personal days in the year earned or it will be forfeited.

ARTICLE VI

SECTION 1.

SENIORITY

Seniority, that principle of employment policy which recognizes the precedence of one full time employee over another based upon length of service, is hereby affirmed and established.

Seniority in this Agreement accordingly refers to Borough Seniority.

Employees, who leave the Employer to enter military service under the Selective Service Act, will maintain their seniority as though they had not left the Employer if they are Honorably Discharged and return to Employers' employ in accordance with the Selective Service Act, as amended.

Any employee laid off from the Borough for lack of work will retain their seniority for one (1) year unless a reply is not received within three (3) days after notice, sent to their last known address and to the local Union President that a job is open unless extenuating circumstances prevail satisfactory to both the Employer and the Union. No new employee is to be engaged while qualified employees are laid off and have not had an opportunity to return to work.

Any employee transferred out of the bargaining unit shall retain their seniority and if returned to the bargaining unit, shall apply such seniority plus a maximum of one (1) year which they accrued while transferred out of the bargaining unit.

The Employer will give to the Union a seniority list, on reasonable request.

SECTION 2.

When an employee is to be laid off, the employee shall exercise his Borough Seniority over employees with lesser Borough Seniority, provided they are qualified to fill the position after training.

An employee who is recalled from layoff shall be recalled in accordance with seniority preference provided he is qualified to fill the open position after training.

SECTION 3.

Any employee's seniority shall cease if the employee:

1. Voluntarily leaves the service of the Employer.
2. Is terminated for just cause.

SECTION 4.

It is the Management's prerogative to utilize existing streets, roads, sanitation and utility department personnel to fill in where needed during emergencies, sickness, vacations, etc. Assignments will be made to the extent practicable on the basis of overall seniority.

SECTION 5.

All new employees shall be subject to a one (1) year probationary period. Managerial decisions with respect to discipline and/or termination of probationary employees shall not be subject to the grievance procedure.

ARTICLE VII

SECTION 1.

HOURS OF WORK AND OVERTIME

The normal payroll week will be from 12:01 A.M. Monday to 12:00 Midnight Sunday.

Five (5) days work will constitute a normal week's work and will be scheduled Monday through Friday.

Eight (8) hours will constitute a normal day's work in the Road and Utility Department, which includes a half-hour (.5) lunch.

Eight (8) hours will constitute a normal day's work for office clerical employees, which includes a half-hour (.5) lunch.

Police Communication Operators shall work the same schedule as that in effect for the Spotswood Police Department. Regular days off will rotate, a normal work week will be scheduled Monday through Sunday. Eight (8) hours shall constitute a normal work day, which includes a half-hour (.5) lunch.

SECTION 2.

Wage payment at premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payment under any other provision hereof.

SECTION 3.

One and one-half (1-1/2) times the regular rate of pay will be for:

1. All work performed in excess of eight (8) hours in one day.
2. Hours worked in excess of forty (40) hours in a work week.
3. All hours worked on Saturday or Sunday except Police Communications Operators whose regular work days are scheduled on Saturday or Sunday on a rotating basis.
4. Effective 1-1-98, double time will be paid for all hours worked in excess of 12 consecutive hours in a 24-hour period for the purpose of snow removal only. If this should occur on a holiday, holiday premium pay as spelled out in Article 7, Section 3, #4 shall prevail and no more than double time shall be earned.

SECTION 4.

HOURS OF WORK AND OVERTIME

Overtime will be distributed as equitably as possible among employees who are actually at work and who normally do this work. Employees will not be required to take time off in order to equalize overtime payments. The Employer will keep a record of overtime work and will make these records available to the shop steward. In this regard overtime refused shall be considered overtime work worked for purposes of equalization of overtime. The Employer will correct any imbalance that develops in the allocation of overtime within a reasonable time after notice with respect thereto is given to the Employer by the shop steward.

SECTION 5.

STAND-BY PAY

Employees who are on week-end, snow, or holiday stand-by will be compensated based on the following schedule:

1. Twenty (20) hours of straight time pay shall be paid for stand-by on weekends. Employees hired on or after January 1, 2007 shall receive only twelve (12) hours of straight time. The employee on weekend stand-by shall be the employee that works the four (4) hour shift at the Recycling Center and his/her straight time weekend stand-by pay provided for in this paragraph shall be his/her entire compensation for the Saturday Recycling Center work. There will be no compensatory time for Saturday Recycling Center work.
2. Two (2) hours straight time pay for stand-by during snow emergencies which must be authorized by the Superintendent of Public Works.
3. Eight (8) hours of straight time pay for stand-by on holidays.
4. All employees shall be given one and one-half (1-1/2) times their hourly rate for each hour worked.
5. Weekend stand-by ends at midnight on Sunday.

SECTION 6.

Employees not on stand-by, called in to work will receive two (2) hours pay based on their hourly rate in effect at the time they are called in.

SECTION 7.

Employees who are working overtime shall be paid for hours worked in one-quarter hour increments.

SECTION 8

Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any hours of the normal shift.

The above provision shall not apply to a scheduled assignment to sanitation duty provided that the employee received notice of this assignment prior to the end of the work day preceding the day assigned.

SECTION 9.

Saturday relief in sanitation shall receive compensation for eight (8) hours of work even if the available work is completed in less than eight (8) hours. Sanitation employees shall be paid an additional two (2) hours straight time weekly in lieu of overtime for schedule delays at the dump sites.

SECTION 10

PART-TIME EMPLOYEES

1. Part-time employees within the same classification shall not be hired if a full-time employee within the same classification has been laid off within the preceding twelve (12) months.
2. Part-time employees shall be first to be laid off within their classification in the event of lay off within the same classification.
3. Part-time employees are covered by the parties agency shop provisions.
4. Permanent part-time employees hired prior to January 1, 2010 shall be entitled to one-half of the time related benefits of full-time employees based on a twenty (20) hour workweek in accordance with their scheduled work day. Part-time employees shall not be entitled to differential pay.
5. Part-time employees hired on or after January 1, 2010 are not entitled to any time-related benefits.

SECTION 11

Police communication operators are subject to the rules and regulations of the Police Department and must schedule their time related benefits provided for in this agreement, i.e. personal days and vacation days, in accordance with the policies and procedures of the Police Department for selection of such days.

ARTICLE VIII

SECTION 1.

SICK LEAVE

Employees hired before January 1, 1995 shall accrue fifteen (15) sick days per year.

Employees hired after January 1995 shall accrue ten (10) sick days per year.

Employees hired after January 1, 2007 shall accrue sick days at the rate of ½ day per month during the first year of employment and 10 sick days per year after completion of their first year of employment.

All sick leave days not used in any calendar year shall accumulate from year to year.

In the event of the death of an employee, unused sick time, vacation time and/or other benefits convertible to cash shall be paid to the employee's spouse, dependent children or in their absence, according to the Law of Intestacy.

SECTION 2.

Accumulated sick leave may be used by an employee for personal illness, illness in the employee's immediate family which may require employee's attendance upon the ill person, quarantine restrictions, pregnancy or disabling injury.

SECTION 3.

"Immediate Family" shall mean a spouse, child, parent or unmarried brother or sister or a relative or dependent living under the same roof.

SECTION 4.

A certificate from the employee's doctor may be required as sufficient proof of the need for sick leave.

SECTION 5.

An employee who is absent for reasons that entitle them to sick leave shall notify their supervisor promptly, but not later than one (1) hour before the employee's usual reporting time. Failure to give such notice may be cause of denial of the use of sick leave without absence, and may constitute cause for disciplinary action.

SECTION 6.

Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

SECTION 7.

In cases of leave of absence ordered by the Borough or County Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

ARTICLE IX

BULLETIN BOARDS

The Union shall be permitted to supply and maintain, at its own expense, three (3) bulletin boards. The bulletin boards may be placed in the Office, in the Road Department and in the Water Department.

All postings shall be subject to the prior approval of the Borough.

ARTICLE X

SECTION 1.

LEAVE OF ABSENCE

1. Union members shall be granted personal leaves of absence in order to attend Union conventions and other authorized Union business. No more than one (1) such member shall be granted leave under this paragraph at one time nor shall leave of absence exceed two (2) weeks.

2. One Shop Steward shall be allowed one (1) day off per year, with pay, for attendance at the Local 888 Shop Stewards Seminar.

3. The Employer agrees to give a leave of absence for illness without affecting the employee's service continuity.

SECTION 2.

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, the employee shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this article.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report within eight (8) hours thereof to the department head.

C. It is understood that the employee must file an injury report with the department head in charge so that the Borough may file the appropriate Workmen's Compensation petition. Failure to report said injury may result in the failure of the employee to receive compensation under this article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work and, the Borough may reasonably require the employee to present such certificate from time to time.

E. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

F. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough appointed physician. Then, the Borough and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this article shall be terminated.

G. The Borough, at its option, and upon certification by the Borough appointed physician, may extend the disability pay for no more than one (1) additional year. The Borough appointed physician must certify that the employee is incapable of performing their duties for the additional time period.

SECTION 2.

H. In the event any employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payments received from other sources provided by the Borough. The Borough shall only pay the difference.

I. If the Borough can prove that an employee has abused their privileges under this Article, the employee will be subject to disciplinary action by the Borough. If the employee is found to be in violation of the Article, the employee shall be subject to disciplinary action by the Borough to the extent which is provided within this Agreement and any Ordinance in effect governing the Borough of Spotswood.

ARTICLE XI

SECTION 1.

JOB VACANCIES

Job openings shall be posted in the Borough for three (3) working days. Such notice shall include job title and job rate. Employees wishing to bid for the vacancy shall sign a proper notice in the space provided.

The employee signing the notice who has the ability and qualifications to perform the work shall be assigned to the job. Ability and qualifications being acceptable, seniority shall be the determining factor.

SECTION 2.

UPGRADING OF SALARIES

All present employees who are at the top of the salary range in their present position and receive a promotion to a higher paid position will be paid at fifty (50%) percent of the difference between their present rate and the top rate of the new position.

An employee who is upgraded and **not** at top pay scale step **after upgrade**, will go to corresponding pay scale step in new pay position.

Ex: An employee who is in step two of four steps in the salary guide, and receives an upgrade (promotion) to the next higher paying position, shall go to step two of the higher grade in the salary guide for the new position.

SECTION 3.

Jobs open under SECTION 2 of this Article shall be posted and filled as provided for in the Article, except, if an employee is found unsatisfactory and returned to their previous job. All other employees affected by this posting will be returned in a like manner.

SECTION 4.

Employees bidding for and receiving a position with a lower rate shall be paid at the salary increment closest to but not exceeding their present rate.

SECTION 5.

If an employee temporarily performs the duties of a job at a higher pay range, the employee shall receive the rate of the increment in the higher classification for the period of time assigned. The employee must perform the duties of the higher classification for five (5) consecutive days before becoming eligible for the higher classification pay.

ARTICLE XII

BARGAINING UNIT WORK

Employees outside of the bargaining unit shall not be performing work normally and regularly performed by employees within the bargaining unit except where the work is being performed as a matter of emergency, demonstration or training.

ARTICLE XIII

CREATION OF NEW JOBS

When new jobs are created or the duties of old jobs merged or changed, the Borough will institute the new or changed jobs with a temporary rate. If the Union disagrees with either the rate or description of the job as established, it may introduce a grievance within thirty (30) days after work is actually performed under the temporary rate and description. If the Union does not introduce a grievance within the above mentioned thirty (30) day period, the job rate and description will become a permanent part of this Agreement.

ARTICLE XIV

SAFETY AND HEALTH

The Employer agrees that it will, at its own cost and expense, perform every reasonable act necessary to promote and insure the safety, health, welfare, sanitary conditions and working conditions of the employees in the course and scope of their employment.

The Employer further agrees that it will, at its own cost and expense, perform and comply with all laws, rules, requirements and regulations of every legislative and administrative body having jurisdiction over the health, safety, welfare, sanitary conditions and working conditions of the employees.

The Employer will provide for the use of its employees such safety equipment as is necessary and the Union agrees that the workers must make use of such safety equipment.

Employees will notify the Union Safety Representative of any questions concerning safety or unsafe conditions which Representative will bring to the attention of the Employer. The Union Safety Representative and the Superintendent of Public Works will meet periodically and at least once every three (3) months, to discuss safety questions and conditions.

ARTICLE XV

SECTION 1.

FUNERAL LEAVE

Leave without loss of pay not to exceed five (5) consecutive working days shall be granted to an employee in the event of death in employee's immediate family. Said leave shall include either the day of death or day of funeral.

Employees hired after January 1, 2007 shall be entitled to leave without loss of pay not to exceed three (3) consecutive working days for death in immediate family.

SECTION 2.

"Immediate Family" shall include:

- A. The employee's spouse, child, parent, brother or sister
- B. The child, parent, brother or sister of employee's spouse.
- C. A relative living under the same roof.
- D. The employee's grandparents.

SECTION 3.

Leave without loss of pay not exceeding two (2) consecutive working days shall be granted to an employee in the event of the death of an Aunt or Uncle, Son-in-law, Daughter-in-law, Sister-in-law or Brother-in-law. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case, the final day may be the day following the funeral.

ARTICLE XVI

JURY DUTY

Upon presentation of acceptable proof, every employee who has lost wages as a result of being required by law to perform jury service, on a regularly scheduled work day in a normal work week,

shall be entitled to compensation upon the following basis. Such compensation shall be employee's average hourly earnings for maximum eight (8) hours per day, less compensation for jury duty paid by the State.

Employees on jury duty shall be required to report to work if at the end of the jury duty there remains one-half (1/2) or more of the employee's normally scheduled shift. This Article shall be inapplicable if the employee volunteers for jury duty.

ARTICLE XVII

WAGES AND TRAVEL COMPENSATION

SECTION 1- WAGES

Unit employees shall be entitled to a 2% increase in 2010, a 0% increase in 2011, a 2% increase in 2012, and a 2% increase in 2013. The Schedule A Salary Guides for 2010 through 2013 is part of this negotiated Agreement.

SECTION 2.

COMPENSATION FOR TRAVEL AND WORK AT OTHER LOCATIONS

Employees required to travel and/or work at other locations shall be entitled to their regular compensation for time lost during regularly scheduled work days while traveling and for periods while performing work at such other locations. In addition thereto, such employees shall be reimbursed (or prepaid) if required for all necessary, proper and reasonable out-of-pocket disbursements substantiated by receipts or other acceptable records.

SECTION 3.

1. Longevity: Longevity shall be converted to flat dollar amount for all employees who were eligible for and received a longevity payment in 2010. This flat dollar amount shall be frozen at the amount the employee received in 2010. Employees who were not eligible for and did not receive longevity in 2010 shall be ineligible for longevity. Longevity shall not be increased by the wage percentage increase.
2. Employees hired on or after January 1, 2007 shall not be entitled to longevity.

SECTION 4.

SALARY INCREMENT SCHEDULE

1. Employees will advance in the range each year on their anniversary date until the top of the range is reached. Prior to receiving increment, the employee's immediate supervisor shall either recommend granting the advancement or denying it. If the increase is denied, the supervisor and employee will develop a written "Performance Improvement Plan" for the next three (3) months. At the end of the three (3) month period, the supervisor will submit a written recommendation to the Business Administrator granting or denying the increase. If the increase is denied, the employee will not receive the increment until the next anniversary date. The supervisor will continue to work with the employee to improve performance. Termination may be warranted if performance remains at an unacceptable level.

2. Newly-hired employees (those hired after January 1, 2007) will receive their first wage increase on the next January 1 following their one-year anniversary hire date. Thereafter, wage increases will be every January 1 at the percentage increase agreed to herein for the year the increase is due.

ARTICLE XVIII

VACATIONS

SECTION 1

1. Employees on the payroll of the employer prior to January 1, 2007 shall be entitled vacation with pay in accordance with the following vacation schedule:

Less than one year - - 1 day for each month worked to a maximum of 10 days;

One year but less than three years - - 10 working days during the calendar year;

Three years but less than ten years - - 20 working days during the calendar year;

Ten years but less than fifteen - -25 working days during the calendar year; and

Fifteen years and over - - 30 working days during the calendar year.

2. Employees hired on or after January 1, 2007 shall be entitled to vacation in accordance with the following schedule:

Less than one year of employment - - ½ day for each month worked to a maximum of 6 days.

One year but less than six years - - 10 working days during the calendar year;

Six years but less than fifteen years - - 15 working days during the calendar year;

Fifteen years and thereafter - - 20 working days during the calendar year.

SECTION 2.

Employees may hold over one (1) week of vacation from one year to the next.

SECTION 3.

The Employer shall post a vacation schedule in each department from January 5 to January 31 (“posting period”). Vacation not scheduled at this time may be scheduled at any time by agreement of the employee and department head.

Employees shall pick weekly vacation blocks in the department based on Borough seniority. Single day vacation picks will give way to an employee who requests a weekly vacation block during the same week of the single day pick regardless of seniority. If two employees in the same department

request a single vacation day, seniority in that instance shall prevail, so long as no other employee has sought a weekly vacation block.

Employees scheduling vacation at a later date may not use their seniority to bump a junior employee from vacation selected during the posting period.

SECTION 4.

All employees who have used more than three (3) weeks vacation may elect to take pay in lieu of vacation and/or floating days but no more than a total of five (5) days of whatever combination.

SECTION 5.

Employees who become eligible for an additional weeks vacation during the calendar year under Section 1 of this Article shall receive additional vacation based on the following schedule:

One additional day for each month worked between the employee's anniversary date and December 31 up to a maximum of five (5) days.

Employees hired on or before the fifteenth (15th) of the month will be given credit for the full month.

SECTION 6.

1. Employees leaving the Borough by service retirement or by terminating their employment in good standing shall be paid for any unused vacation and in addition will receive a pro-rate share of their current vacation earnings based on one-twelfth (1/12) of eligible vacation as set forth in Section 1. for each month worked.

2. Employees terminated for just cause or terminating their employment not in good standing shall forfeit all unused vacation days.

SECTION 7.

Employees assigned full-time to the sanitation department shall be entitled to a six-day vacation week, when working a six-day per week schedule.

SECTION 8

All employees hired prior to January 1, 2011 are entitled to three (3) floating days that may be used any time during the year consistent with the procedure for using and requesting vacation set forth in Section 3 of this Article.

ARTICLE XIX

SECTION 1.

GENERAL PROVISION

1. The Borough will provide, without cost to the employee, the present health plans supplied by the New Jersey State Health Benefits Plan to which the Borough subscribes.

2. Effective January 1, 2011, all unit employees will be required to contribute two percent (2%) of base salary toward the cost of health insurance benefits provided by the Borough. Longevity received by the employee, if any, shall not be included in base salary for the purpose of the 2% contribution amount. The 2% contribution amount shall be withheld from the employee's paycheck every pay period.

3. The Borough will offer an incentive program (in accordance with NJSHBP regulations) for employees to drop dependent coverage.

4. The 2% contribution to health insurance coverage provided for in paragraph 2 shall remain in effect during the life of this contract and future years unless a change in contribution amounts is required by law or further negotiations.

SECTION 2.

DENTAL INSURANCE

The Employer shall provide Dental Insurance to full-time employees in accordance with the scope of services and terms and conditions of its 1997 Agreement with Bollinger.

The Borough reserves the right to change insurance carriers or institute a self-insurance program, so long as the same or substantially similar benefits are provided.

SECTION 3.

HEALTH BENEFITS FOR RETIREES

The Borough shall pay the cost of medical benefits for retirees and their spouses for any employee retiring from the Borough with twenty-five (25) years of service with the Borough and in the pension system on the same terms and conditions as set forth in this agreement. The retiree shall be covered by the plan in effect at the time of their retirement.

SECTION 4.

CLOTHING ALLOWANCE

A. All employees in the Road, Utility, Sanitation and Police Dispatch departments shall receive a clothing allowance of \$850 per annum. The allowance shall be paid prior to the end of January each year.

B. It shall be the responsibility of each employee to wear approved uniforms and safety shoes on the job and maintain them in good repair. Each employee shall be supplied a complete set of rain gear. A replacement list for rain gear shall be submitted to and approved by the Superintendent of Public Works during January on an annual basis. Employees shall be reimbursed 100% for replacement of work clothes when ruined on the job with approval of their respective Department Head.

SECTION 5.

PAST PRACTICES

Failure to incorporate past practices in the Agreement shall not be construed as a basis or justification for discontinuance of such practices.

SECTION 6.

MEALS

Any employee required to work six (6) consecutive hours for Road, Utility, Sanitation and five (5) consecutive hours for Office Personnel and eight (8) consecutive hours for Communication Operators will be given ten (\$10.00) dollars as compensation for the meal missed.

SECTION 7.

EYEGLASSES

A. The Borough will reimburse the employees who receive clothing allowance for the cost of an annual eye examination by a qualified Optometrist; and the cost of eye glasses or contact lenses required as a result of the examination not to exceed \$175 per calendar year. Employees who have never previously utilized this benefit shall have a (one time only) maximum cap of \$300 for the cost of the above.

B. Employees in the bargaining unit who do not receive a clothing allowance shall be reimbursed for the cost of one pair of eyeglasses or contact lenses per calendar year (including the cost of an annual eye examination by a qualified Optometrist), with the total cost not to exceed \$300. An employee may opt to utilize this benefit once in two (2) years, wherein said cap shall be \$400.

C. Employees not receiving a clothing allowance or the cost of eyeglasses, contact lenses, and an eye examination shall be entitled to receive reimbursement of the cost of an eye examination by a qualified Optometrist, not to exceed \$75 in any one year.

SECTION 8.

Employer to provide police to direct traffic at job site at request of Road or Utility department.

ARTICLE XX

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable 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 covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

MANAGEMENT RIGHTS

All Rights, Powers and Authority not expressly granted to the Union by the terms of this contract remain vested exclusively in the Borough and are not in any way abridged, diminished or modified by virtue of this contract. Such Rights, Powers and Authority are vested solely in Management and include but are not limited to the right to control operations including the direction of the working forces, the determination of methods, means, shifts, schedules, facilities and manpower requirements; quality standards; the right to hire, promote, transfer, layoff and discharge for cause; and the establishment of reasonable rules provided such rules shall not be discriminatory.

ARTICLE XXII

TERMINAL LEAVE

SECTION 1.

Upon full retirement or permanent disability retirement under the Public Employees Retirement System, or upon death, all employees who have accumulated sick days prior to December 31, 1983 shall receive terminal leave pay in the amount of their accumulated sick time on the basis of one (1) day terminal leave pay for each accumulated sick day at employee's current rate of pay, at the time of retirement.

SECTION 2.

Upon full retirement or permanent disability retirement under the Public Employees Retirement System, upon death or involuntary termination, all employees accumulating sick days beginning January 1, 1984, shall be paid for their unused accumulated sick days on the basis of one (1) day terminal leave pay for every two (2) accumulated sick days, not to exceed twelve thousand (\$12,000.00) dollars computed upon the employee's current rate of pay at the time of retirement in addition to any monies the employee may be entitled to under paragraph A of this Article.

Employees hired on or after January 1, 2007 shall have the payment for unused accumulated sick days capped at \$7,500.

SECTION 3.

An employee terminating his employment for any reasons other than retirement under the P.E.R.S., or upon death, shall not be reimbursed for any unused accrued sick time leave.

SECTION 4.

At the employee's option, terminal leave shall be paid in one of the following ways:

- A. Lump Sum
- B. Take terminal leave in the amount of their accumulated sick time to be paid in equal bi-weekly installments.
- C. Any combination of the above.

Terminal leave shall be paid at the employee's current rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional time related benefits, including salary increases, while on terminal leave.

ARTICLE XXIII

SUPPLEMENTAL AGREEMENT

BOROUGH OF SPOTSWOOD AND UFCW LOCAL 888

1. Rule changes which would affect Communication Operators shall be discussed with the Union, prior to implementation.
2. Department of Public Works employees, when required to respond to water and/or sanitary sewer breaks, beyond the normal work day, shall be compensated at a rate of \$.50 an hour additional.

ARTICLE XXIV

DEPUTY COURT ADMINISTRATOR SETTLEMENT

1. This will be a permanent part time position, consisting of an average of 20 hours per week, at Management's discretion. These hours may be increased on an as-needed basis if additional court hours are required by the Municipal Court Judge or Presiding Judge, or Administrative Office of the Court.
2. The employee will receive pension credit as per State regulations.
3. The Deputy Court Administrator may bid any full time position posted as per contract and use any full time seniority to claim a posted job.
4. Wages will be paid per attached salary schedules.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, **2010** and shall remain in effect to and including December 31, **2013**, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

All terms of this Agreement shall be prospective from the date of signing except where specifically indicated otherwise.

In witness whereof, the parties have hereunto set their hands and seals at the Borough of Spotswood, New Jersey on this 28 day of January, 2011.

UFCW LOCAL 888

By: Bernard J. Schulte
Bernie Schulte

By: Cheryl Dougherty
Cheryl Dougherty

By: Patricia Uhl
Patricia Uhl

By: Tim Crandall
Tim Crandall

DATED: January 28, 2011

ATTEST:

Patricia DeStefano
PATRICIA DeSTEFANO
MUNICIPAL CLERK

BOROUGH OF SPOTSWOOD

By: Thomas W. Barlow
Thomas W. Barlow, Mayor

By: Ron Fasanello
Ron Fasanello, Business Administrator

SCHEDULE A - SALARY RANGES 2010

Title	Step 1	Step 2	Step 3	Step 4
Police Record Clerk	29020	30700	32374	34050
Police Secretary	40139	42186	44232	46275
Communications Operator	37976	39032	40089	41147
Account Clerk	32095	33907	35718	37535
Senior Account Clerk	38934	41345	43754	46169
Truck Driver/Laborer	44664	47396	50124	52854
Equipment Operator	49010	52384	55756	59127
Principal Public Works Employee	52854	56297	59736	63185
Sanitation Truck Driver (5 days)	43405	45377	47351	49010
Sanitation Laborer (5 days)	31208	33259	35311	37362
Permit Control Clerk/Typist	33520	36677	39008	41376
Part-Time Deputy Court Clerk	16.04			
Part-Time Police Records Clerk	17.28			
Part-Time Communications Operator	16.99			
Part-Time Account Clerk	17.64			
Part-Time Laborer	15.02			

1/5/2011

SCHEDULE A - SALARY RANGES 2011

Title	Step 1	Step 2	Step 3	Step 4
Police Record Clerk	29020	30700	32374	34050
Police Secretary	40139	42186	44232	46275
Communications Operator	37976	39032	40089	41147
Account Clerk	32095	33907	35718	37535
Senior Account Clerk	38934	41345	43754	46169
Truck Driver/Laborer	44664	47396	50124	52854
Equipment Operator	49010	52384	55756	59127
Principal Public Works Employee	52854	56297	59736	63185
Sanitation Truck Driver (5 days)	43405	45377	47351	49010
Sanitation Laborer (5 days)	31208	33259	35311	37362
Permit Control Clerk/Typist	33520	36677	39008	41376
Part-Time Court Clerk	16.04			
Part-Time Police Records Clerk	17.28			
Part-Time Communications Operator	16.99			
Part-Time Account Clerk	17.64			
Part-Time Laborer	15.02			

1/5/2011

SCHEDULE A - SALARY RANGES 2012

Title	Step 1	Step 2	Step 3	Step 4
Police Record Clerk	29600	31314	33021	34731
Police Secretary	40942	43030	45117	47201
Communications Operator	38736	39813	40891	41970
Account Clerk	32737	34585	36432	38286
Senior Account Clerk	39713	42172	44629	47092
Truck Driver/Laborer	45557	48344	51126	53911
Equipment Operator	49990	53432	56871	60310
Principal Public Works Employee	53911	57423	60931	64449
Sanitation Truck Driver (5 days)	44273	46285	48298	49990
Sanitation Laborer (5 days)	31832	33924	36017	38109
Permit Control Clerk/Typist	34190	37411	39788	42204
Part-Time Court Clerk	16.36			
Part-Time Police Records Clerk	17.63			
Part-Time Communications Operator	17.33			
Part-Time Account Clerk	17.99			
Part-Time Laborer	15.32			

1/5/2011

SCHEDULE A - SALARY RANGES 2013

Title	Step 1	Step 2	Step 3	Step 4
Police Record Clerk	30192	31940	33681	35426
Police Secretary	41761	43891	46019	48145
Communications Operator	39510	40609	41709	42809
Account Clerk	33392	35277	37161	39052
Senior Account Clerk	40507	43015	45522	48034
Truck Driver/Laborer	46468	49311	52149	54989
Equipment Operator	50990	54501	58008	61516
Principal Public Works Employee	54989	58571	62150	65738
Sanitation Truck Driver (5 days)	45158	47211	49264	50990
Sanitation Laborer (5 days)	32469	34602	36737	38871
Permit Control Clerk/Typist	34874	38159	40584	43048
Part-Time Court Clerk	16.69			
Part-Time Police Records Clerk	17.98			
Part-Time Communications Operator	17.68			
Part-Time Account Clerk	18.35			
Part-Time Laborer	15.63			

1/5/2011