

AGREEMENT

BETWEEN

BOROUGH OF MILLTOWN

MIDDLESEX COUNTY, NEW JERSEY

AND

LOCAL #32

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, CLC**

MILLTOWN UNIT

BOROUGH OF MILLTOWN MEMBERS

FOR THE PERIOD OF

JANUARY 1, 2005 TO DECEMBER 31, 2007

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PREAMBLE

THIS AGREEMENT made the _____ day of _____, 2005 between the BOROUGH OF MILLTOWN hereinafter referred to as the "Employer" and LOCAL #32 O.P.E.I.U. (hereinafter referred to as LOCAL #32).

WHEREAS, LOCAL #32 has been selected as the bargaining agent by the employees to be defined, LOCAL #32 has been recognized as such by the Employer; and

WHEREAS, LOCAL #32 and the Employer have engaged in negotiations;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, covenants, and agreements contained herein, do hereby agree on the following ages, salaries, benefits, and terms and conditions of employment:

ARTICLE 1
RECOGNITION

A. LOCAL #32 is hereby designated as the bargaining agent for all full-time and part-time employees who regularly work at least twenty (20) hours per week in the job titles set forth on Schedule A attached hereto and made a part hereof. Excluded from the bargaining unit are all supervisors, managerial executives, and confidential employees. Seasonal employees are excluded since current seasonal employees are not employed on a regular and continuous basis.

B. In the event new job classifications are created by the Employer, which LOCAL #32 wishes to represent under this Agreement, LOCAL #32 may make request for such representation to the Employer. If the Employer so agrees, the classifications will be included in this Agreement by an amendment. This paragraph is subject to the provisions of Article VIII.

C. The Employer shall not negotiate with individual unit members, but with duly elected LOCAL #32 shop stewards only. Violations will be pursued through an Unfair Practice Charge.

ARTICLE II
REPRESENTATIVES

A. LOCAL #32 shall have the right to designate such of it's members as it, in it's sole discretion, deems necessary to act as LOCAL #32 representatives and/or shop stewards and such representatives and/or shop stewards shall not be discriminated against due to their legitimate activities.

B. LOCAL #32 officers, representatives, and/or shop stewards shall have the right to enter upon the premises of the Employer during working hours for the

purpose of conducting normal duties relative to the enforcement of the Agreement, provided reasonable advance notice is given and so long as such visits do not interfere with proper service to the public.

C. It is agreed that LOCAL #32 will furnish to the Employer a list of duly elected or appointed officers, representatives, and shop stewards within ten (10) days after election or appointment each year. While serving as a LOCAL #32 representative and /or shop steward, an employee will not be promoted, re-assigned, or transferred to another location without seven (7) days prior written notice to the Union.

D. No more than two (2) MILLTOWN employees will be paid their normal compensation for attending negotiation sessions if such sessions or part thereof occur during work hours.

ARTICLE III
DUES CHECK-OFF AND AGENCY SHOP

A. The Employer shall deduct dues from the earnings of each LOCAL #32 member provided the employee executes a written authorization for such dues deduction, and provided LOCAL #32 furnishes said authorization to the Employer fifteen (15) days prior to the employee's pay day. Dues will be deducted beginning the first payday after furnishing of the authorization. The Employer shall deduct from each member's biweekly pay an amount that is approved by Local #32 from time to time in its sole discretion upon notice to the Employer. The employer shall continue to deduct said dues until an employee properly resigns as a member of the Union in accordance with the bylaws and applicable statutes as presently existing or as may be amended. LOCAL #32 shall furnish a copy of the resignation from the Union membership.

B. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of LOCAL #32 but who is covered by this Agreement in the amount of eighty-five percent (85%) of Local #32 dues as is approved by Local #32, from time to time, in its sole discretion, upon notice to the Employer.

C. LOCAL #32 shall indemnify and save the Borough harmless for liabilities, including council fees, costs and damages that shall arise out of or by reason of action taken by the Borough in reliance upon dues deduction authorization cards furnished by THE UNION to the Borough or in reliance upon the official notification on the letterhead of THE UNION and signed by the President of LOCAL #32, advising of changes in dues deductions or representation fees in lieu of dues. LOCAL #32 shall not indemnify or save harmless the Employer from its own negligence concerning dues deductions.

D. LOCAL #32 represents that it has in place a demand-and-return system required by Law, and that it shall advise each employee who is not a member of

the Union, in writing, of the 85 percent representation fee and the demand-and-return system in effect. LOCAL #32 represents that Union memberships are available on an equal basis to all and that memberships are not awarded on a discriminatory basis.

E. The Employer shall pay all dues and representation fees in lieu of dues collected on a monthly basis to LOCAL #32 by mailing same to its designated representative, together with a list of the employees and the amounts deducted for each. These sums shall be sent within five (5) days of the final pay period of the month.

ARTICLE IV HOURS OF WORK

The work hours for the unit shall be as follows:

- A. Borough Hall Office Employees – **8:30** a.m. to **4:30** p.m., Monday through Friday, thirty-five (35) hours per week, one (1) hour lunch, not to start before 11:00 a.m. and not to end after 2:00 p.m.
- B. Communications Operators – shifts of (8) hours per day (8:00 a.m. to 4:00 p.m.; 4:00 p.m.- 12:00 a.m.; and 12:00 a.m. – 8:00 a.m.) forty (40) hours per week, no designated lunch period.
- C. Public Works and Utility Employees - 7:00 a.m. to 3:30 p.m., Monday through Friday, one-half (1/2) hour lunch, forty hours per week.
- D. Municipal Court- 8:30 a.m. to 4:30 p.m., Monday through Friday, one-hour lunch. Thursday – 6:00 p.m. to the end of the regular Court session.
- E. Except with respect for call-back time and standby duty, employees shall be paid from the time of their arrival at the first location of the day required by the Employer to the last such required location.
- F. All employees shall punch in at the start and end of each workday, and at the start and end of their lunch break. Time clocks shall also be used to record overtime.
- G. Public Works and Utility personnel shall have a ten (10) minute wash-up period at the end of each workday.
- H. Communications Operators shall receive one and one-half (1 ½) days of compensatory time off at the end of each month instead of breaks and meal periods.

ARTICLE V
OVERTIME

A. Blue Collar Employees of the Public Works and Utilities Departments who are schedule/ requested by an authorized Borough representative to work beyond their regularly scheduled work day or work week shall be paid at the rate of time and one-half (1 ½) in pay. An employee who reports to work late may be required to work past the normal quitting time to complete that work shift and will not be paid overtime for the time made up. An employee who is authorized, and, in fact, does work between ten (10) and fifteen (15) minutes beyond the regular work day shall be compensated one-quarter (1/4) hour pay or compensatory time at the rate of time and one-half (1 ½) in pay. An employee who on an infrequent occasion works less than ten (10) minutes beyond the regular workday shall not be paid for those minutes.

B. Public Works Employees requested or scheduled to work any holiday included in Article XII shall be paid their regular day's pay plus an additional rate of time and one-half (1 ½) in pay.

C. Any employee scheduled or called into work Thanksgiving or Christmas shall be paid double time plus the regular holiday pay.

D. Office employees shall be paid overtime at the rate of time and one-half (1 ½) in pay after an 8-hour day and after a 40-hour week. (Office workers normally work a 35 -hour week). The hour from 7 to 8 will be compensated at straight time.

E. Overtime shall be distributed by department, in accordance with seniority in title, provided employees are qualified to do the work and provided no emergency exists. Overtime shall be based on a rotation basis, utilizing a written list. Laborers, who have obtained their C.D.L., will be added to the truck drivers rotating list when the driver's list is exhausted. All employees will be given forty-eight (48) hour notice for scheduled overtime.

F. All overtime must be approved by the Department Head before overtime is worked.

G. The Employer shall, upon request of an employee, furnish to that employee a written record of that employee's compensatory time used and compensatory time unused.

H. In the event a Public Works employee or the court Clerk completes his or her regularly-scheduled work shift and who, after leaving the Employer's premises is called to return to work by the Supervisor of Public Works, Supervisor Lineworker, Business Administrator, Borough Personnel Officer, or their designees, said employee shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times in pay regardless whether said hours are actually worked. In the

event an employee is called to return to work and works more than two (2) hours, said employee shall receive the initial two (2) hours at one and one-half (1 ½) times in pay while all time in excess of the two (2) hours shall be paid at the applicable overtime compensation of one and one-half (1 ½) time in pay. The callback time begins when an employee reports in for the job and ends when the employee leaves.

I. Standby duty for employees of the Department of Utilities shall be compensated at the rate of one day's pay for each eight (8) hours of standby duty. Standby duty will include the checking of pumps, nuisance calls, and maintenance calls not in excess of one-half (1/2) hours and will not be construed to include emergency work. All compensation for standby will be paid by payroll voucher and submitted on a bi-weekly basis.

J. Compensation for overtime or other emergency work during standby will be compensated at regular time for the first (8) eight hours and at time and one-half (1 ½) in pay for all time in excess of the first eight (8) hours. Scheduled overtime during standby duty will be compensated at a rate of one and one-sixth (1 1/6) times in pay. Senior repairmen and repairmen with four (4) years of service shall have their compensation for standby duty considered as part of their annual salary for the purposes of pension computation.

K. An employee may request compensatory time off in lieu of cash payment for overtime hours worked. Compensatory time will be computed at one and one-half (1 ½) times in pay. Compensatory time off shall be taken within ninety (90) days, or by the end of the calendar year in which the compensatory time is earned, whichever is later. Compensatory time shall not be used to extend vacation periods or employment termination periods. Compensatory time off may be taken in no less than one (1) hour units with the approval of the employee's Department Head.

ARTICLE VI WAGES

A. Effective January 1, **2005**, all employees will receive a **three and six and one-half hundreds (3.65)** percent salary increase over their December 31, **2004** base salary.

B. Effective January 1, **2006**, all employees will receive a **three and six and one-half hundreds (3.65)** percent salary increase over their December 31, **2005** base salary.

C. Effective January 1, **2007**, all employees will receive a **three and six and one-half hundreds (3.65)** percent salary increase over their December 31, **2006** base salary.

D. All regular full-time salaried employees will be paid by check every other Thursday after 3:00 p.m. for the two-week period ending the

succeeding Friday. All other employees will be paid in accordance with provisions set forth in the annual salary ordinance. When a holiday falls on a Thursday, checks will be issued on the previous Wednesday after 3:00 p.m.

ARTICLE VII
WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the Employer's payroll on January 1, 2002, or who commence employment on or after that date and all employees on approved leaves of absences shall receive the wage increase(s). All wage increased hereunder shall be retroactive to January 1, 2002 or in the case of employees hired after January 1, 2002, retroactive to date of hire.

ARTICLE VIII
NEW EMPLOYEES

A. The Employer shall advise LOCAL #32 of the name and address of each new employee hired who is covered under this Agreement. This advice shall be given on a monthly basis.

B. It is the intention of the Employer in cooperation with LOCAL #32 to start all new employees at the first step/minimum of the salary range for that position. Exceptions to this policy, if they should occur, shall be communicated in writing to the Union. An exception shall be based upon a new employee's prior work experience related to the job for which the new employee is being hired.

ARTICLE IX
JOB VACANCY PROMOTIONS

A. All vacancies in job titles covered under this Agreement shall be filled in accordance with the regulations of the Department of Personnel and the Employer shall post notice of vacancy, in writing, for at least a period of one week. Copies of all job vacancy notices shall be sent to LOCAL #32 at the time of posting. The posting is effective for six months. If there is an intent to fill the position after six months, the vacancy shall be re-posted. In filling such vacancies, the Employer shall give preference first to existing employees, and second to persons who are residents of the Borough at the time of their appointment, provided such employee or person is qualified to perform the duties of the position.

B. A promotion shall be defined as follows: an advancement in job classifications having new duties of greater difficulty or responsibility; or advancement into a new job classification having a salary range with a greater maximum than the prior job classification. Promotions are understood to be in recognition of an employee's efforts and as a career advancement, but all such advancements shall be based upon merit and ability.

ARTICLE X
LONGEVITY

A. All full-time **employees**, and part-time employees **hired prior to January 1, 2006**, with continuous service shall be entitled to receive longevity payments which in **2005** will be based upon their **2005** annual salary, and which in **2006** will be based upon their **2006** annual salary, and which in **2007** will be based upon their **2007** annual salary, commencing with the completion of the fifth year of service, in accordance with the employee's employment anniversary date, as follows:

Beginning with 6 through 10 years of service – 2 percent
Beginning with 11 through 15 years of service- 3 percent
Beginning with 16 through 20 years of service – 4 percent
Beginning with 21 through 25 years of service – 5 percent
Beginning with 26 through 30 years of service – 6 percent
Beginning with 30 years of service and over – 7 percent

Longevity payments shall be included in each regular paycheck on a proportionate basis.

A. Insurance opt out. Any employee who voluntarily opts out of Borough funded health coverage shall receive 50% of the premium savings.

ARTICLE XI
MEDICAL AND RECREATIONAL BENEFITS

A. All full-time employees and part-time employees, who regularly work at least twenty (20) hours per week, in this bargaining unit being carried on the Employer's payroll on January 1, 1996, and all employees on approved leaves of absences, and said employee's eligible family, shall be covered, at the Employer's sole cost and expense, in the New Jersey Public Employees Health Benefits Plan (Plan Code A-1, Type F, Coverage Code 100 and 101), or any other health maintenance organization authorized by the New Jersey State Health Benefits Bureau as an approved alternative. The coverage includes basic medical, surgical, and major medical expense benefits. If the premium of any approved alternative plan is greater than the then premium cost of the New Jersey Public Employees Health Benefits Plan, then the employee shall be responsible to pay the difference in the premium cost.

B. All full-time employees, and part-time employees as defined Section A, above, and said employee's eligible family, shall be covered, at the Employer's cost and expense, by a drug prescription program. The plan shall include the requirement of a co-pay of \$5.00 per prescription by the employee.

C. All full-time employees, and part-time employees as defined in Section A above, shall be covered by an eyeglass replacement reimbursement program

at the Employer's sole cost and expense. The total reimbursement for each employee may not exceed the sum of \$100.00 per year **for the employee and \$100.00 per year for the employee's spouse**. The reimbursement may be for examination fees, lenses and/or frames or contact lenses. Non-prescription sunglasses are not reimbursable, except for C.D.L. holders. Employees shall receive a reimbursement within forty (40) days of the furnishing of a written receipt for eligible costs incurred. Any unused portion of the allowance **for the employee only** shall be carried over to the following year.

Employee shall receive a reimbursement within forty (40) days of the furnishing of a written receipt for eligible costs incurred.

D. All new full-time employee, hired on or after January 1, 1996, who regularly work at least thirty-five (35) hours per week, shall be covered, at the Employer's sole cost and expense, in the New Jersey Public Employees Health Benefits Plan (Plan Code A-1, Type F, Coverage Code 100 and 101), or any other health maintenance organization authorized by the New Jersey State Health Benefits Bureau as an approved alternative. The coverage includes basic medical, surgical, and major medical expense benefits. If the premium of any approved alternative plan is greater than the then premium cost of the New Jersey Public Employees Health Benefits Plan, then the employee shall be responsible to pay the difference in the premium cost.

All new full-time employee's, as defined in Section D above, eligible family shall be covered, at the Employer's sole cost and expense, in the New Jersey Public Employees Health Benefits Plan (Plan Code A-1, Type F, Coverage Code 100 and 101), or any other health maintenance organization authorized by the New Jersey State Health Benefits Bureau as an approved alternative after said employees completion of one year of service. The coverage includes basic medical, surgical, and major medical expense benefits. If the premium of any approved alternative plan is greater than the then premium cost of the New Jersey Public Employees Health Benefits Plan, then the employee shall be responsible to pay the difference in the premium cost.

E. All new full-time employees, as defined in Section D above, and said employee's eligible family, shall be covered, at the Employer's cost and expense, by a drug prescription program through P.C.S. Health Systems Co. or an equivalent program. The plan shall include the requirement of a co-pay of \$5.00 per prescription by the employee.

F. All new full-time employees, as defined in Section D above, shall be covered by an eyeglass replacement reimbursement program at the Employer's sole cost and expense. The total reimbursement for each employee may not exceed the sum of \$100.00 per year. The reimbursement may be for examination fees, lenses and/or frames or contact lenses. Non-prescription sunglasses are not reimbursable, except for C.D.L. holders. Employees shall receive a reimbursement within forty (40) days of the furnishing of a written

receipt for eligible costs incurred. Any unused portion of the allowance shall be carried over to the following year.

G. The Borough shall pay half the cost of Poison Ivy shots for employees whose work may involve exposure to Poison Ivy plants.

H. All full-time employees and part-time employees who regularly work at least twenty (20) hours per week, shall be covered by the New Jersey State Disability Plan, paid for jointly by the Employer and the employee.

I. Employees are entitled to one free pool badge for admittance in the Borough swimming pool each year.

J. Dental Plan – The Borough shall pay, **per employee**, to LOCAL 32 DENTAL PLAN \$150.00 **in 2005** towards the cost of a dental plan. **Starting January 1, 2006 the Borough shall pay \$15.00 per month per employee for dental insurance.** Balance of **monthly premium** is to be paid by the Employees through a payroll deduction **each** pay period.

January 1, **2005** - \$150.00
January 1, **2006** - **\$180.00**
January 1, **2007** - **\$180.00**

ARTICLE XII HOLIDAYS

A. All employees shall be entitled to the following paid holidays each year:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day and the day after
Christmas Day

B. In addition, all employees shall receive each year as paid half-day holidays before Christmas and the day before New Year's.

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

D. All employees shall be entitled to any other holidays declared by resolution or motion of the Borough Council as a holiday.

E. Employees must work the full working day before and after a holiday in order to be eligible for holiday pay, unless excused by the Employer. If an employee calls in sick the working day before or after a holiday, proof of illness may be required by the Employer, at the Employer's expense.

ARTICLE XIII
PERSONAL LEAVE

A. All full-time employees shall have **three (3)** paid personal days in each calendar year for any personal purpose, in addition to all other types of leave provided in the Agreement. Personal days may be taken on separate days or may be taken consecutively; however, the employee should give the Employer one (1) week's prior notice for each personal day to be taken except in the event of an emergency. Personal leave may not be used to extend vacations or holidays.

B. All full-time employees shall be entitled to fracture up to one personal day on a half-day basis.

C. Personal days may be carried over into the first six (6) months of the next calendar year only.

ARTICLE XIV
MILITARY LEAVE

A. All employees shall be entitled to military and other related leave in accordance with applicable law.

ARTICLE XV
BEREAVEMENT LEAVE

A. All full-time employees shall receive up to three (3) paid working days leave in the event of the death of the employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, or any other relative who has continuously resided at the employee's household for at least one year prior to the date of death.

B. Said days shall be taken within five (5) calendar days of the date of the death, funeral, or memorial service.

C. Bereavement days may be taken on separate days or consecutively, and the employees shall, whenever possible, give one day's notice for each bereavement day to be taken to the Borough Clerk or his designee.

D. It is understood and agreed by the parties that bereavement leave is separate and distinct from any other leave time. For example, if an employee is on vacation and a death occurs that is covered under paragraph A, vacation leave shall terminate and bereavement leave shall apply.

E. Reasonable verification of the death and relationship may be required by the Employer.

ARTICLE XVI
LEAVE WITHOUT PAY

A. Leave without pay may be granted at the discretion of the Employer to permanent employees for any cause considered reasonable by the Employer. A leave will be for a period of up to six months, total leave not to exceed twelve months.

B. To be granted a leave of absence without pay, an employee will give the Borough Clerk a written request stating the reason for the leave, and the beginning and ending dates of the proposed leave. The Employer shall review the request and provide written approval or disapproval of the request. Commencement of the leave is conditioned upon written approval.

C. Employees on a leave of absence without pay shall not accrue sick leave, personal leave, or vacation leave credit during the time of their leave.

ARTICLE XVII
SICK LEAVE

A. Employees shall receive fifteen (15) sick days per calendar year.

B. During the first calendar year of employment, or a portion thereof, a new employee shall be credited with sick leave at the rate of one (1) day per month on a month-to-month basis until the completion of the first calendar year of employment. Upon completion of said calendar year, all employees shall be credited with fifteen (15) sick days for the next calendar year on January 1 of the year, and each succeeding year thereafter.

C. If an employee's employment terminates prior to the end of the year and the number of sick days used exceeds the number of days to which the employee is entitled considering the number of months worked during the year, then the employee's per diem rate of pay for those excess days shall be deducted from the final pay period, or refunded by the employee.

D. Unused sick days may be accumulated without limitation.

E. Employees shall be permitted to fracture sick days in no less than one hour limits.

F. An employee who has been absent on sick leave for five (5) or more consecutive work days or fifteen (15) or more total work days in a calendar year may be required to submit medical evidence substantiating their next illness (es) during the remainder of the calendar year. In addition, the Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employee shall pay for the proof of illness if he/she is absent on five (5) or more consecutive work days or more than fifteen (15) total work days in a calendar year. In all other instances, the Employer shall pay for the proof of illness. Abuse of sick leave shall be cause for disciplinary action.

G. Paid holidays occurring and bereavement days taken during a period of existing sick leave shall not be charged to sick leave.

H. Sick leave may be used for personal illness or injury such that the employee is incapable of performing his/her job, or for illness or injury of a person in the employee's immediate family requiring attendance on behalf of an ill person, or in the event of the employee's quarantine, pregnancy, and related illness or disabling injuries. Immediate family is defined as spouse, child, parent, and unmarried brother or sister.

I. In case of exposure to contagious disease, a certificate of the Department of Health shall be required as a condition of return to employment.

J. This Article XVIII applies to regular part-time employees and full-time employees.

K. If an illness or condition is of a chronic or recurring nature requiring recurrent absences of one day or less, a physician's certificate shall be required only one every six months.

L. Employees shall not be allowed to work and endanger the health and well-being of himself/herself or of other employees. If the Borough's designated physician (at the Borough's expense) determines that the employee, if allowed to work or to return to work, will endanger the health and well-being of himself/herself or other employees, or is incapable of performing his or her normal duties, then the Borough Clerk may direct the employee to take sick leave. However, the employee may obtain an opinion from a physician (at the employee's expense) of his/her choice as to his/her ability to perform his/her normal duties, or to work without endangering the health and well being of himself/herself or other employees. If this opinion conflicts with that of the Borough's designated physician, a third physician shall be jointly designated by

LOCAL #32 and the Borough Clerk. The opinion of this physician shall be binding on both sides and paid for on a 50/50 basis by the Employer and the employee.

M. By February 15 of each year, the Employer shall furnish to each employee a written record of the employees sick days available for the upcoming year. Employees shall return a signed-off copy of this record by April 1 of each year.

ARTICLE XVIII
SICK LEAVE BUY OUT

A. All employees who retire shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-half (1/2) of the employee's daily rate of pay for each full day of earned and unused accumulated sick leave on the last day of employment, but not to exceed \$12,000.00. Payment shall be calculated at the rate of pay being received on the date of retirement.

B. If at the end of the calendar year, an employee has a total accumulation of fifty (50) sick days or more and has used a total of five (5) day or less during the current year, then he/she shall be eligible to receive an annual sick day buy out. The employee may return up to five (5) days of the current years unused sick leave and receive full pay for those days as a lump sum. Payment shall be made on the second pay period of January at the prior years rate of pay.

ARTICLE XIX
WORK INCURRED INJURY LEAVE

A. When an employee is injured in the line of duty, he Borough may, pursuant of N.J.S.A. 40:22-8, pass a resolution to give the employee a leave of absence with pay. A leave of absence with pay shall not exceed one year commencing with the date of the injury or disability. The employee shall not be charged any sick time for any time lost due to an injury in the line of duty. The disability or physical unfitness for duty shall be evidenced by a certificate of a physician designated by the governing body.

B. Before the passage of the resolution, the employee shall execute an agreement setting forth that the employee shall reimburse the Borough for the money he or she may receive as a worker's compensation award, temporary benefit, or for any legal settlement or judgment against the person or persons responsible for the injury. If any employee is injured on the job, he/she is to check with his supervisor as to his/her rights which may include full or partial compensation. All injuries must be reported immediately no matter how slight.

C. In the event the employee is denied injury leave, he or she may thereafter apply to the Employer for leave without pay pursuant to Article XVII.

ARTICLE XX
JURY LEAVE

A. Should any employee be called to serve as a juror, he or she shall receive full pay from the Employer for all time spent on jury duty.

B. The employee must notify the Borough Clerk or his designee within five (5) days of receipt of a Summons for jury duty. Failure to provide timely notice of jury duty shall make the employee subject to disciplinary action.

ARTICLE XXI
BREAKS

Each employee, except Communications Operators, shall be entitled to one (1) fifteen (15) minute break for each half-day period of work. Morning and afternoon shall each be considered a half-day period of work and equivalent periods for second and third shifts shall also be considered half-day periods of work. In addition, each Public Works and Utility Personnel employee shall be entitled to a ten (10) minute wash-up period at the end of the scheduled work period.

ARTICLE XXII
VACATIONS

A. Permanent employees shall be granted paid vacation leave based upon the following schedule.

<u>COMPLETED YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION DURING EACH YEAR OF SERVICE</u>
Less than one year	one working day for each month of service
One Year	12 working days
Five Years	15 working days
Twelve Years	20 working days
Twenty Years	25 working days
Thirty Years	30 working days

B. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's vacation days available for the upcoming year. Employees shall return a signed-off copy of this record by April 1 of each year.

C. During an anniversary year employees will have the additional days shown on their cards to be available for use upon reaching their anniversary date.

D. Vacation schedules shall be arranged by Department. Conflicts shall be determined by seniority.

E. In the event an official holiday is observed during an employee's vacation, the holiday shall be considered as a holiday and not as a vacation day.

F. Employees shall be permitted to fracture vacation days in no less than one half (1/2) day units.

G. Upon the death of an employee, earned vacation shall be paid to the employee's estate.

H. An employee who leaves the Borough's employ shall be paid for unused vacation time. An employee who has been re-employed from a special re-employment list within one (1) year of lay-off shall be credited with all continuous service prior to re-employment for purposes of computing vacation entitlement.

I. An employee may not take any vacation leave during the first one hundred twenty (120) days of employment with the Employer.

J. For purposes of determining the credit earned for vacation leave, leaves of absence without pay, except military leave, shall be deducted from an employee's years of continuous service. Paid vacation days shall not accrue during a leave of absence without pay.

K. Vacation leave not used in a calendar year must be used in the following calendar year, unless vacation leave is not used because of business necessity.

ARTICLE XXIII GRIEVANCE PROCEDURES

A. A grievance is any dispute between the parties concerning the application or interpretation of the Agreement, or any complaint by an employee as to any action or non-action taken towards him/her which he/she claims violates any right arising out of his/her employment. An employee wishing to process his or her own grievance may do so without union assistance or approval in the manner set forth below, and the Employer shall: (a) advise LOCAL #32 that the employee is processing his/her own grievance; (b) provide copies of the Borough's response at each level of the grievance procedure; and (c) answer questions concerning the status of the matter.

B. Grievances shall be processed in the following manner:

Step 1: LOCAL #32, through its authorized representative or shop stewards, shall present the employee grievance or dispute to the employee's immediate supervisor, orally, within fifteen (15) working days of its occurrence or within fifteen (15) working days after the employee reasonably should have become aware of its occurrence, but in no event more than ninety (90) days after the occurrence. The immediate supervisor shall attempt to adjust the matter and shall verbally respond to the employee and the authorized LOCAL #32 representative and/or shop steward within one (1) working day thereafter.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Grievance Committee to the Business Administrator within ten (10) working days after the date the immediate supervisor's response is due in Step 1. The Business Administrator or his designee shall respond to the Union Grievance Committee, in writing, within ten (10) working days thereafter.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union Grievance to the Committee of the Borough Council which has jurisdiction over the grievance, in writing, within seven (7) working days after the response of the Business Administrator is due in Step 2. The Committee and Council shall respond, in writing, to the Union Grievance Committee within twenty (20) working days thereafter. At the time the grievance is presented by the Union Grievance Committee to the Committee of the Borough Council, the Union Grievance Committee may request a meeting with the Committee of the Borough Council, to be held prior to issuing the decision. No decision shall be issued by the Committee of the Borough Council prior to the holding of such meeting, where requested. Any written request shall contain all the relevant facts, including all previous correspondence and the applicable section of the contract violated and remedy sought.

C. A group grievance may be submitted on one grievance form.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive as to that step. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent LOCAL #32 and the Borough from mutually agreeing, in writing, to extend or reduce the time limits for processing a grievance at any step in the grievance procedure.

Step 4: Within ten (10) calendar days of the decision on the Step 3 level, the Employer, employee, or LOCAL #32 may apply to the Public Employment Relations commissions (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and

procedures of PERC. Simultaneously with the application to PERC, LOCAL #32 will send notice to the Employer of its application for arbitration.

A. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

B. The costs for the services of the Arbitrator shall be borne equally by the Employer and LOCAL #32 or by the Employer and the employee if LOCAL #32 does not pursue the grievance to arbitration. Any other expenses, including, but not limited to, the cost of a transcript and the presentation of witnesses shall be paid by the party incurring same.

C. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance.

ARTICLE XXIV LAYOFFS

A. The Employer retains the right to layoff or demote employees for economy, efficiency, or other related reasons. In the event such layoffs are made, same shall be accomplished by performance rating, seniority and/or veteran status, as set forth in N.J.A.C. 4:1-16.03.

B. In all cases, the Employer shall provide a minimum of forty-five (45) days advance written notice to employees who are to be laid off.

C. Employees who are laid off pursuant to this Article shall be placed on an eligibility list as set forth in Title 4 of the Administrative Code. Such employees, if so qualified, shall be given preference over new employees. The employees shall remain on the recall list for a period of one (1) year, unless by statute or regulation that time is altered.

D. The parties acknowledge that under current law, disputes concerning lay-offs are resolved through the Department of Personnel.

ARTICLE XXV PART-TIME EMPLOYEES

A. Part-time employee means employees who regularly work at least twenty (20) hours per week. **Effective January 1, 2006 part-time employee means employees who regularly work at least twenty-five (25) hours per week.**

B. All part-time employees shall receive the following economic benefits:

1. Vacation: Pro-rata portion of the vacation days accorded full-time employees and in accordance with all of the provisions of Article XXIII.

2. Sick Leave: Pro-rata portion of the sick days afforded full-time employees and in accordance with all of the provisions of Article XVIII.
3. Holidays: That portion of any holiday listed in Article XII which the employee was regularly scheduled to work.
4. Personal Days: Pro-rata portion of the personal days accorded full-time employees and in accordance with the provisions of Article XIII.
5. Bereavement Days: Pro-rata portion of the bereavement days accorded full-time employees and in accordance with all of the provisions in Article XV.
6. Military Leave, Accumulated Sick Time Pay-Off, Injury Leave, Maternity Leave and Jury Duty: Same benefits as accorded full-time employees and in accordance with the provisions of this Agreement governing those benefits.
7. Medical Programs: In accordance with the provisions of Article XI.
8. Seniority: Seniority for full and part-time employees shall be based on the total number of hours worked whether in a part-time or full-time capacity.

ARTICLE XXVI
RIGHTS AND PRIVILEGES OF LOCAL #32

- A. LOCAL #32 shall have free reasonable access to the two (2) existing bulletin boards. Such bulletin board space may be used for posting of notices pertaining to union business and activities.
- B. No matter may be posted by an employee without receiving express permission of the officially designated LOCAL #32 representative and may be removed by the Employer if deemed appropriate, but only after the Employer first consults with the LOCAL #32 representative.
- C. The Employer agrees to make available promptly to officials of LOCAL #32 existing public information concerning the Borough of Milltown, including but not being limited to the financial resources of the Borough of Milltown, which may be necessary for LOCAL #32 to process any grievance, unfair practice charge, arbitration, or complaint.
- D. Whenever any representative of LOCAL #32 or any employee is mutually scheduled by the Employer and LOCAL #32 to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other PERC hearing, or PERC conferences, the employee shall suffer no loss in pay.

ARTICLE XXVII
PERSONNEL FILES

A. The Employer shall maintain a personnel file for each employee. The personnel file shall include but not limited to the title of the position for which the employee was hired, their starting salary, whether the position has salary progression steps, and, if so, the number of steps, qualifications, permanent status, work history, leave time, except vacation and sick time. Each employee may review his/her personnel file, upon 48 hours notice given to the personnel officer/Borough Clerk.

B. If a commendation is placed in an employee's personnel file, the employee shall be given copy of the commendation. Any item critical of the employee, which is placed in the employee's personnel file, shall immediately be sent to the employee and he/she shall have the right to submit an answer in writing which shall be also placed in the employee's personnel file.

ARTICLE XXVIII
EMPLOYEE EXPENSES

Authorized expenses incurred by an employee on the Employee's behalf shall be reimbursed by the Employer within forty (40) days after the Employer's receipt of a completed voucher and receipt for the expenses.

ARTICLE XXIX
BONDING

The Borough shall pay the full cost of any employment-related bond.

ARTICLE XXX
SAFETY

A. The safety and health of employees is of major importance to the Borough. It is an essential part of an employee's job that he/she perform his/her duties in a safe manner in that he/she protects the safety and welfare of his/her fellow workers and the citizens of the Borough of Milltown. An employee may be disciplined for failing to observe the safety and welfare of his/her fellow workers and the citizens of the Borough of Milltown.

B. Faulty brakes, tires, windshield wipers, horns, lights, etc. on Borough equipment should be reported to the supervisor as soon as it is detected or observed.

C. The Employer agrees to promote the safety and adequacy of all working areas and equipment and such tools as are provided for employee use, and the Employer shall provide all necessary safety equipment.

D. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

E. It is further understood that employees will report all safety hazards and defects to their immediate supervisors. If a supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.

F. The employees shall be entitled to have a Safety Committee if they so desire.

G. The Safety Committee shall meet to discuss any safety matters periodically and shall make written recommendations regarding such matters.

ARTICLE XXXI
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself without limitation all powers, rights, and authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, from time to time as amended, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities.
2. To decide the number of employees needed for any particular time except where questions of employee safety are involved and to be in sole charge of the quality and quantity of the work required.
3. To hire all employees, whether permanent, temporary, or seasonal to promote, transfer, and assign according to law or to retain employees in positions with the Employer.
4. To set rates of pay for temporary and seasonal employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. Nothing contained herein shall prohibit the Employer from contracting out any work to the extent allowed by law.

ARTICLE XXXII
COMPUTATION ERRORS

During the term of this agreement, all computation errors shall be corrected within a reasonable time after discovery and notice.

ARTICLE XXXIII
SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Negotiations for a substitute provision for the invalid provision shall be conducted promptly.

ARTICLE XXXIV
SHOP STEWARDS

Whenever a shop steward must engage in union business during working hours, he/she shall suffer no loss in pay.

ARTICLE XXXV
CLOTHING ALLOWANCE

A. Public works and utility employees shall receive a \$600.00 per year clothing allowance for 2002, \$625.00 per year for 2003 and \$650.00 per year for 2004, payable on the second pay period of June, or on the second pay period after the Governing Body's final adoption of the Municipal Budget, whichever is later.

C. All clothing allowances will be issued through payroll and subject to any and all payroll deductions as specified by the Internal Revenue Service.

ARTICLE XXXVI
DISCIPLINE

A. The Employer shall have the right to suspend or discharge an employee for good cause, upon written notice to the employee and Local #32, which shall contain a statement of the reasons therefore, unless circumstances require immediate action. Discipline shall be handled pursuant to N. J. A. C. 4A: 2-2, et seq. In a case requiring immediate action, written notification shall be accomplished after such suspension or discharge. Minor suspension, fine, demotion or disciplinary action (as defined I Title 4A of the Administrative Code) taken against any employee shall be subject to the grievance procedure and arbitration provided for herein, in addition to any other remedy permitted by law.

B. The caused for which disciplinary action may be invoked are the following:

1. Neglect of duty
2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
3. Incompetency or inefficiency or incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Commission of a Criminal Act.
6. Disobedience of a rule or regulation of the Borough.
7. Conduct unbecoming a public employee.
8. Intoxication while on duty. No employee of the Borough will appear for or be on duty under the influence of liquor or drugs or be unfit for duty because of their excessive use. Employees shall refrain from drinking intoxicating beverage during the course of his/her working day or take any illegal drugs not duly prescribed and necessary for health. Intoxicating beverages may not be consumed on working premises and employees are not permitted to bring into or keep any opened, intoxicating liquor or open drugs on the Borough premises.

C. Employees will not park a Borough vehicle within the parking area of an establishment serving liquor, unless in the performance of Borough business.

D. During work time, employees may not enter any establishment which offers alcoholic beverages for sale, either as drinks or packaged goods or purchase alcoholic beverages as drinks or packaged goods, except as required by an official police investigation, and except during mealtimes if the establishment also serves food, however, an employee shall still be prohibited during work time from purchasing alcoholic beverages as drinks or packaged goods.

ARTICLE XXXVII RESIGNATIONS

A. In order to resign in good standing, an employee must submit a resignation in writing to his/her supervisor at least ten (10) working days before the last day of employment.

B. Employees are required to surrender all Borough owned property in their possession or to which they have access when the employee ends employment with the Borough. The employee will be required to reimburse the Borough for the

fair market value of any article or piece of property which has not been returned to the Borough.

ARTICLE XXXVIII
INCREMENTS - ANNIVERSARY DATE

Step increases are granted annually by salary ordinance which is introduced and adopted following adoption of the local municipal budget. Step increases are effective upon completion of the required number of years of service in accordance with the employee's anniversary date.

ARTICLE XXXIX
OUTSIDE EMPLOYMENT

Employees can accept outside employment or engage in outside business activities so long as same does not interfere with the employee's performance and the employee's regular working hours. If a Borough emergency work situation requires an employee to work past his/her normal work shift, the employee will remain on his/her Borough job until the emergency work is completed. Such an employee may not leave his/her Borough job and go to his/her outside job.

ARTICLE XL
NO STRIKE OR LOCK-OUT

Neither the Employer nor any employee shall interfere, instigate, promote, sponsor, engage in, or condone any strike or concerted work stoppage, lock-out, or any other intentional interruption of work.

ARTICLE XLI
SAVINGS PROVISION

It is mutually understood and agreed that all benefits currently in effect shall remain in full force and effect and become a part of this Agreement.

BOROUGH OF MILLTOWN

ATTEST:

MICHAEL S. JANUSZKA, RMC
MUNICIPAL CLERK

By: _____
GLORIA M. BRADFORD,
MAYOR

LOCAL 32 OFFICE & PROFESSIONAL EMPLOYEES

ATTEST:

By: _____

By: _____

By: _____

By: _____