

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Borough of Edgewater  
County of Bergen, State of New Jersey**

and the



**United Public Service Employees Union**  
3555 Veterans Highway  
Ronkonkoma, NY 11779

**DPW EMPLOYEES**

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**JULY 1, 2008 through June 30, 2012**

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**PREAMBLE**

This Agreement is made this <sup>27<sup>TH</sup></sup> day of ~~DECEMBER~~ 2009, between The Borough of Edgewater (Hereinafter referred to as the "Borough") and United Public Service Employees Union, Edgewater Blue Collar Unit (Hereinafter referred to as the "Union");

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a Contract covering wages, hours of work and all other conditions of employment for the Blue Collar Employees, as that term is defined hereafter.

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I  
RECOGNITION**

The Borough hereby recognizes the Union as the exclusive representative of those Blue Collar Employees employed by the Borough in the Department of Public Works as set forth in Schedule "A" attached hereto.

**ARTICLE II  
TERM**

This four-year Agreement shall be in force from July 1, 2008 through June 30, 2012.

**ARTICLE III  
COLLECTIVE NEGOTIATING PROCEDURE**

1. Collective negotiations with respect to rates of pay; hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties.
2. Collective negotiations for the contract period beginning July 1, 2012 shall commence on or before April 1, 2012.
3. Both parties agree that hours agreeable to all parties shall be set aside on a date convenient to all parties at which negotiations shall be conducted solely concerning the Bargaining Unit covered by this Agreement.

**ARTICLE IV  
MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various department of Borough government. The Borough retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by New Jersey Dept. of Personnel; to hire and lay off employees in accordance with New Jersey Dept. of Personnel procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Borough of Edgewater by the terms of this Agreement shall be made the subject of a grievance.

**ARTICLE V  
DISCRIMINATION AND COERCION**

There shall be no discrimination or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership nor shall the Union or any of its agents intimidate, or coerce non-members.

Neither the Borough nor the Union shall discriminate against any employees because of race, creed, color, age, sex or national origin.

**ARTICLE VI  
SALARIES AND WAGES**

Effective on July 1, 2008 and each July 1 thereafter over the life of the Agreement, a general across the board three and one half (3.5) percent wage increase.

Salaries and wages shall be paid to those employees covered by this Agreement as set forth in the Schedule "B" attached hereto.

**ARTICLE VII  
LONGEVITY**

1. Payments shall be made to employees with unbroken, continuous, long-term service to the Borough as follows:

- A. Employees completing four (4) years of service shall receive two (2%) percent of their salaries at that time.
  - B. Employees completing eight (8) years of service shall receive four (4%) percent of their salaries at that time.
  - C. Employees completing twelve (12) years of service shall receive six (6%) percent of their salaries at that time.
  - D. Employees completing sixteen (16) years of service shall receive eight (8%) percent of their salaries at that time.
  - E. Employees completing twenty (20) years of service shall receive ten (10%) percent of their salaries at that time.
  - F. Employees completing twenty-four (24) years of service shall receive twelve (12%) percent of their salaries at that time.
- 2. Longevity payments shall be included as part of the base salary.
  - 3. Longevity payments are not applicable to temporary employees. Longevity payments shall be calculated from the date of permanent appointment to a position in the employ of the Borough.
  - 4. Employees hired on or after July 1, 1994, shall not be entitled to receive longevity payments.

**ARTICLE VIII  
HEALTH BENEFITS**

- 1. The hospitalization and medical insurance benefits plan provided on the date of this Agreement for Borough employees and their eligible dependents, or its substantial equivalent, shall continue during the term of this Contract with premiums to be paid by the Borough.
- 2. As to the dental benefits insurance plan, the same plan that was in effect under the prior Agreement shall be continued during the term of this Agreement., including eighty (80%) percent for restorative work, and the Borough shall pay the premiums therefore as they become due, but not to exceed twenty (\$20.00) dollars per month per employee. The dental benefits plan provided on the date of this Agreement, or its substantial equivalent, shall continue during the term of this Agreement.

3. Employer shall continue to provide the prescription program provided on the date of this Agreement, or its substantial equivalent.
4. Effective on November 1, 1998, employees shall have the option of selecting one of the following two-prescription drug plans:
  - Patriot V - \$ 5.00 Generic & name brand drugs (no limit)  
\$ 5.00 Co-pay - 70% out of network
  - Patriot XV - \$ 5.00 Generic/\$ 10.00 name brand drugs (no limit)  
\$15.00 Co-Pay - 80% out of network
5. The Borough will reimburse DPW employees for prescription safety glasses. The reimbursement will be for the cost of the safety glasses up to a maximum of one hundred twenty-five dollars (\$125.00) per year. The employees will once a year submit a voucher along with documentation to be reimbursed in June.

**ARTICLE IX  
WORK SCHEDULE, OVERTIME, COMPENSATORY TIME**

The standard workweek shall consist of the following:

- A. For Laborers and Assistant Supervisors in the Blue Collar Unit, thirty-seven (37) hours per week, Monday through Friday, from 7:00 a.m. to 3:00 p.m. with three-quarters ( $\frac{3}{4}$ ) of an hour (45-minutes) off for lunch.
  - B. The DPW call-in procedure to report not coming into work for the day will be not later than 6:30 a.m.
2. Overtime, Compensatory Time
- A. For hours worked in excess of forty (40) hours in one week or for hours worked in excess of eight (8) in one day payment shall be made at time and one-half ( $1 \frac{1}{2}$ ) of the employee's hourly rate.
 

At the option of the employee, overtime earned may be credited to the employee's compensatory time off account to the extent permitted in the section covering compensatory time off and as limited by applicable Federal and State regulations. The taking of such compensatory time may be arranged for only at the discretion of the Department Head.
  - B. The hours worked over 37 hours per week shall be paid at straight time. The first hour worked in any one day over seven (7) hours shall be paid at straight time.

### Compensatory Time Off

To the extent permitted by applicable State and Federal law, employees who work in excess of the regular hours may elect to take CTO. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the department. If the extra time is in excess of forty (40) hours, the employee may elect to take off one and one-half (1½) times the hours worked, subject to the approval of the Department Head and the needs of the department. Compensatory time may be earned and accrued by employees. The Compensatory time accrual may not exceed a maximum of twenty-four (24) hours. Compensatory time earned shall be utilized as CTO within the calendar year earned and accumulated, CTE may not be carried over from one calendar year to the following calendar year.

- C. When an employee is notified by 10:00 p.m. of the evening before a regularly scheduled workday that he is to report early for work the next morning, he shall be paid time and one-half for all hours worked before the start of the regular workday.
- D. Call in overtime is to be paid on the greater of 2.5 hours or actual hours worked at one and one-half (1½) times the regular hourly rate. Overtime immediately following the normal work hours shall be paid at one and one-half (1½) times the regular hourly rate for the actual time worked.
- E. All overtime shall be assigned by the Superintendent on a rotating basis to all qualified employees according to seniority. In the beginning of every year a list shall be posted in a conspicuous place, with the employees names arranged according to seniority. Overtime shall be offered to each employee beginning with the name first appearing on the list, and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime he/she shall so indicate to the Superintendent in writing and thereafter overtime work shall not be offered to him/her. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify, the Superintendent in writing, and his/her name shall thereafter be restored to the overtime list.
- F. When a holiday is observed during the standard pay period and the employee receives pay for that day, those hours shall be included in the computation of overtime for that period. When an employee receives sick pay or vacation pay during the standard pay period, those hours of sick or vacation pay shall be included in the computation of overtime for that period.
- G. When an employee is required to work on a sixth day during a calendar week, he shall be paid time and one-half for such hours worked.



- H. When an employee is required to work on a holiday, he shall receive his regular pay for said day together with time and one-half for the hours worked on the said holiday, except that in connection with Christmas Day and New Year's Day, he shall receive his regular pay for the day worked, together with double time for the hours worked on the said Christmas Day and New Year's Day.
3. Prolonged Overtime Work in Emergency Situations Only:  
When employees are required to work on an overtime basis in excess of four (4) consecutive hours in emergency situations such as snow and ice removal, they shall be entitled to a paid meal break of one-half hour for each four (4) consecutive overtime hours worked. The time for taking the meal break shall within the reasonable discretion of the Department Head. During the meal break period set forth above each employee shall be entitled to a supper allowance of seven (\$7.00) dollars and to a breakfast allowance of four dollars and fifty cents (\$4.50), whichever may be applicable for the time periods in question.
4. Each employee shall be entitled to a fifteen (15) minute relief break in the morning. Each employee shall be entitled to cease work fifteen (15) minutes prior to the time of the commencement of his lunch break and fifteen (15) minutes prior to the time set for the completion of work for the day, for the purpose of permitting him to wash up and/or change clothing.
5. The Borough shall adopt and enforce reasonable regulations concerning employees not being required to manually sweep during heavy rain or to perform extremely heavy work during excessively hot weather or to lift by himself excessively heavy objects.

## **ARTICLE X PAY DURING ABSENCE**

1. Jury Duty  
A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Borough.
2. Sick Leave  
A. If the employee is unable to report to work due to illness, it is essential that the employee's Department Head or supervisor be notified, on or before 6:30 a.m. on that day according to the department procedure. The Borough shall provide a telephone answering machine on which a message to report an absence may be recorded.

- B. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of three (3) days or more, a doctor's certification must be submitted if requested by the Department Head.
- C. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

- D. Sick leave may be granted for:
  - (1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
  - (2) Serious illness of a member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days
  - (3) In case of extended illness, the employee may use accrued Vacation Leave.
- E. Accumulated sick leave is forfeited upon separation from Borough service, except as provided for under "Terminal Leave", hereinafter.

3. Injury Leave

- A. Injury Leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury, which occurred while the employee was performing duties which is covered by Workmen's Compensation Insurance. An employee entitled to injury leave shall be paid his full salary during the period of time that he received temporary disability payments in connection with a Workmen's Compensation claim which must be filed by him, or for one (1) year, for each injury whichever occurs earlier. During this period, the employees shall turn over to the Borough all payments received by him for temporary disability in connection with the Workmen's compensation claim filed by him.

- B. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or will full misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury covered by Workmen's Compensation Insurance, willfully fails to fulfill all the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Borough until such conditions have been fulfilled.
- C. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Mayor and Council. After all injury leave is used, the employee may elect to use any sick leave or vacation time due at the time of the injury.
- D. Contested Injuries  
Charges may be made against sick leave accrual, if any, in any case where the Borough is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave so charged shall be re-accrued to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize vacation leave, if any, retroactive to the date of injury.
- E. Medical Proofs  
In order to limit the obligation of the Borough for each new separate injury, the Borough may require the employee to furnish medical proof or submit to medical examination by the Borough at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Borough service.
- F. When an employee has suffered an injury while on duty, and is absent for three (3) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.
- (1) If requested by the Borough, additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health amid the time of the employee's anticipated return to duty.
  - (2) In the absence of such certification, the employee shall be removed from injury leave.

4. Funeral Leave

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law-, daughter-in-law, grandparents grandchildren or any other relative residing in the employee's household.

5. Terminal Leave

For those employees hired prior to October 1, 1998, with a minimum of five (5) years of employment with the Borough, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement) or employees who terminate their service after reaching age (60) who are not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump-sum payment equal to one-half (½) of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, but not to exceed a total of three hundred seventy-five (375) accumulated sick days.

For those employees hired after October 1, 1998, with a minimum often (10) years of employment with the Borough, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement) or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump-sum payment equal to one-half (½) of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, but not to exceed a total of Fifteen Thousand (\$15,000.00) Dollars.

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump-sum payment according to the method calculated above, provided that the employee has been employed by the Borough for five (5) consecutive years.

6. Leave of Proposed Absence

A. Leave without pay

A permanent employee, for reasons satisfactory to the Mayor and Council, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Borough.

1. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
2. Personal leaves of absence are granted with the understanding that the employee intends to return to Borough duty. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.
3. Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, or holiday pay.
4. If requested by the Mayor and Council, employees returning from leave without pay may be required to take a physical examination at the expense of the Borough, which examination must show that the employee is physically able to return to his duties.

B. Maternity Leave

A female employee, upon her request, may be wanted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the Borough may approve a leave of absence without pay not to exceed six (6) months. Upon the employee's request, her Department Head shall schedule an appointment with the registered nurse in the Medical Clinic.

C. Military Duty Leave

If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Department Head prior to requesting such leave.

D. Military Training Leave

Military Leave and payment therefore shall be in accordance with NJAC 4:1-17.3, together with any amendments thereto.

**ARTICLE XI  
VACATION**

1. Vacation leave is earned and accumulated in the following manner:
  - A. One (1) day per month in the first calendar year of employment.
  - B. From the beginning of the second calendar year through the ninth year of continuous employment, employees earn vacation at the rate of one and one-third ( $1\frac{1}{3}$ ) days per month for a total of sixteen (16) day per year.
  - C. Four (4) additional vacation days shall be provided to employees who have reached ten (10) years of service for a total of twenty (20) vacation days per year.
2. Seasonal, summer or per diem employees are not eligible for vacation leave.
3. General:
  - A. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.
  - B. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.
  - C. With the permission of the Mayor and Council, earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only.
  - D. If an employee resigns with proper notice, or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination.
  - E. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his estate.
  - F. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.

- G. Employees on leaves of absence without pay for more than fourteen (14) consecutive calendar days in any month do not earn vacation leave for that month.
  - H. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
  - I. Seasonal and per diem employees are not eligible for vacation leave.
  - J. If a holiday, observed by the Borough, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off shall be granted, the day to be selected by the employee, with the permission of his Department Head, which permission shall not be unreasonably withheld.
  - K. Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is a conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority based upon years of employment with the Borough. All requests for vacation leave must be approved by the employee's Department Head. The Department Head may require that vacations be scheduled in other than the summer months when the needs of the Department require it.
4. Employees shall submit vacation request forms for a minimum of two (2) weeks of vacation by March 15<sup>th</sup> of the year the vacation is requested. All vacations, including single days, shall be determined by seniority and the Borough shall continue to accommodate employees' requests, including allowing employees to switch schedules and assignments unless such requests create a serious hardship on the Borough. Single vacation days consistent with past practice shall be allowed on a call in and request basis unless the request creates an overtime situation or creates a serious hardship on the Borough or another employee has called in on the same day.
5. Employees on vacation shall not be called to work overtime or be charged.

## **ARTICLE XII HOLIDAYS**

1. The Borough agrees to furnish the following holidays with pay to all employees covered by this Agreement:
- New Year's Day
  - Martin Luther King's Birthday
  - Washington's Birthday
  - Good Friday (Or one religious or other holiday of employee's choice)
  - Memorial Day

Independence Day  
 Labor Day  
 Columbus Day  
 General Election Day (In Presidential election year only)  
 Armistice Day/Veterans Day  
 Thanksgiving Day  
 Friday after Thanksgiving (This day shall not be determined a holiday for overtime and holiday pay)  
 Christmas Day  
 Employee's Birthday

2. Holiday Schedule

<u>Holiday</u>	<u>Will Be Observed On</u>
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Columbus Day	Second Monday in October

In the event that the holidays as listed in this subparagraph (2) are not observed by the State of New Jersey on the days listed above, but are observed on a different day, the Borough and the Union agree to observe the holiday on the same day on which the State of New Jersey observes the said holiday.

3. General

- A. If the holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- B. Holidays falling within a period of paid absence shall entitle the employee to be paid for such holidays. Periods of paid absences are: sick leave, vacation leave and funeral leave.
- C. Holidays falling during an unpaid leave of absence shall not be credited.
- D. Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.
- E. Seasonal and per diem employees are not entitled to holidays.



**ARTICLE XIII  
RETIREMENT BENEFITS**

1. The Borough shall continue in effect the pension plan provided on the date of this Agreement for Borough employees, or its substantial equivalent, during the term of this Contract.
2. Employees who retire from Borough employment after twenty-five (25) years of service shall be continued in the enrollment of the insurance benefit plans provided under this Contract at the expense of the Borough until the employee reaches the age of sixty-five (65) years.

**ARTICLE XIV  
SUSPENSION AND GRIEVANCE PROCEDURE**

1. Major Suspensions

A. In any case where a permanent employee in the classified service, as defined in Title II designated by the New Jersey Dept. of Personnel Rules of the State of New Jersey, is issued a Preliminary Notice of Disciplinary Action involving:

1. suspension of more than five (5) days at one time;
2. suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year;
3. demotion;
4. removal.

That employee shall have the right to appeal for a hearing before a Hearing Board of the Mayor and Council. The Hearing Board shall conduct a hearing and shall make specific findings of fact and report those findings to the Mayor and Council of the Borough for its final consideration and determination. The procedures set forth in the New Jersey Dept. of Personnel Rules for the State of New Jersey shall also be applicable.

- B. The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.
- C. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine demotion or removal.
- D. A Borough employee not in a classified service, defined in the New Jersey Dept. of Personnel Rules for the State of New Jersey, appointed by resolution of the Mayor and Council, and serving at the pleasure of said Mayor and Council is

hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

2. Grievance and Minor Suspensions

- A. Any grievance relating to the position, wages or working conditions of an employee, including suspensions for less than five (5) days, fines; demotions and other disciplinary actions not covered in Paragraph (1) above, shall be handled in the manner set forth below and at all stages of the grievance procedure, the employee may elect to be represented by the Union or to represent himself or herself.
1. The employee should discuss the grievance with his/her immediate supervisor. If the employee or the Union is not satisfied with the result of this discussion, the employee or the Union may file a written notice of grievance with the Department Head.
  2. The Department head shall make a determination on the grievance within five (5) days of the date it is received and shall advise the employee and the Union of the decision in writing.
  3. The employee or the Union may appeal the decision of the Department Head by appealing to the Borough Administrator, forwarding copies of all previous writings on the matter. The Borough Administrator shall determine whether a hearing is necessary on the grievance and if the Borough Administrator finds that a hearing is needed, may either conduct the hearing or assign it to a hearing officer. The Borough Administrator shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Union.
  4. If the decision of the Borough Administrator is not satisfactory to the employee or the Union, the employee or the Union shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this Agreement and the Borough's policies directly affecting the employees or the Union to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Union must deliver written notice of its decision to appeal to the Borough Administrator within ten (10) days of the receipt by the employee and the Union of the Borough Administrator's decision. The arbitrator shall have full power to hear the grievance and make a final decision which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after the completion of the hearing and shall be binding on both parties. The cost of the arbitrator

and his/her expenses shall be borne equally by both parties, unless otherwise provided by law.

#### **ARTICLE XV RELEASED TIME**

In order to provide the orderly handling of grievance matters, the Shop Steward elected by the employees shall be released from his duties for reasonable periods of time for the purpose of handling grievance matters.

#### **ARTICLE XVI SENIORITY RIGHTS**

Permanent employees shall be entitled to recognition for seniority with respect to changes in job assignment or working conditions, based upon length of employment with the Borough. Seniority is calculated from the first day of continuous full-time employment with the Borough, whether hired as a temporary employee or a permanent employee.

#### **ARTICLE XVII DUES CHECKOFF**

Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction in accordance with New Jersey State Statues.

The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals (on payroll dates). The Union shall provide the Employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.

#### **ARTICLE XVIII OUT OF TITLE WORK**

In the event an employee is temporarily assigned by the Department Head to perform duties of higher title, he shall be paid as follows:

- A. Laborers in the Road Department who perform Operator's work shall be paid Operator's pay for the hours actually worked.

**ARTICLE XIX  
LAYOFFS**

1. In the event that layoffs become necessary, the provisions of New Jersey Department of Personnel Statutes, Rules and Regulations shall be followed.
2. Notice shall be forwarded to the Union's Shop Steward and attorneys by the Mayor and Council of any general layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union's attorneys and to the Shop Steward.

**ARTICLE XX  
USE OF PERSONAL VEHICLE**

The Borough shall not require employees to use their own personal vehicles for Borough business.

**ARTICLE XXI  
CLOTHING ALLOWANCE**

1. The annual clothing allowance shall be six hundred (\$600.00) dollars.
2. The annual clothing allowance shall be paid in two (2) installments: the first on or about January 15<sup>th</sup> of each year; and the second on or about July 15<sup>th</sup> of each year. In order to receive the full installment of the clothing allowance, the employee must be actually employed by the Borough during the full period between the dates specified herein. Otherwise, the clothing allowance shall be pro-rated on a monthly basis.

**ARTICLE XXII  
MAINTENANCE OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which all employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Borough during the term of this Agreement.

**ARTICLE XXIII**  
**CONTINUATION OF CONTRACT PROVISIONS**

All the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a Successor Agreement is executed and becomes effective.

**ARTICLE XXIV**  
**REPRESENTATION FEE IN LIEU OF DUES**

Pursuant to New Jersey State Statute 34:13A-5.5 through 34:13A-5.9, inclusive, the Borough of Edgewater agrees to withhold eighty-five percent (85%) of the regular membership dues charged by the Union to its members from the salaries of those Borough employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the Union Dues, and shall forward that amount to the Union, provided the Union complies with the requirements of the same statute.

**ARTICLE XXV**  
**REIMBURSEMENTS**

1. Tuition Reimbursement

Effective on January 1, 1998, the Borough shall reimburse Union employees for the cost of tuition incurred by them for job related courses, which are approved by the Department Head and Borough Administrator, taken at an accredited institution of learning including courses taken at technical and vocational centers of learning

2. License Cost Reimbursement

Effective on January 1, 1998, the Borough shall reimburse employees for the cost of acquiring professional and non-professional licenses required by the Borough for Union employees to maintain and advance in their positions.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first written above.

**Borough of Edgewater**

By: Nancy Merse  
Nancy Merse  
Mayor

By: Barbara Rae  
Borough Clerk

**United Public Service Employees Union**

By: Kevin E. Boyle, Jr.  
Kevin E. Boyle, Jr.  
President

By: James Doyle

By: \_\_\_\_\_

**SCHEDULE "A"**

Included:

Laborer

Laborer - Handyman

All other employees in the Department of Public Works who would be generally considered Blue Collar employees

Assistant Foreman

Excluded:

All employees in the Sewer Authority.

**SCHEDULE "B"**  
**(SALARIES AND WAGES)**

<b>TITLE</b>	<b>7/01/2008 6/30/2009</b>	<b>7/01/2009 6/30/2010</b>	<b>7/1/2010 6/30/2011</b>	<b>7/1/2011 6/30/2012</b>
Assistant Supervisor	\$75,466	\$78,107	\$80,841	\$83,670
Laborer/Entry	\$24,500	\$24,500	\$24,500	\$24,500
Laborer I	\$66,536	\$68,865	\$71,275	\$73,770
Laborer II	\$35,000	\$35,000	\$35,000	\$35,000
Mechanic Helper/Laborer	\$68,376	\$70,769	\$73,246	\$75,809
Mechanic	\$70,216	\$72,673	\$75,217	\$77,849
Public Works Repairer	\$70,216	\$72,673	\$75,217	\$77,849
Sewer Laborer	\$66,531	\$68,859	\$71,269	\$73,764
Sewer Operator	\$77,755	\$80,476	\$83,293	\$86,208

The base hourly rate is calculated by dividing 2080 hours into the annual salary. This is the rate that will be used to calculate the overtime rate. overtime:

Employees hired after July 1, 1997, are subject to a seven (7) step increase starting at the Labor-Entry salary. A new hire will receive an increase on the first anniversary date, and then on July 1<sup>st</sup> of each subsequent year. On July 1<sup>st</sup> of each year (in case of new hire the anniversary date) the employee's salary will be increased by one step. The dollar amount of each step, in the seven step process, will be one seventh ( $1/7$ ) of the difference between the starting salary of the Laborer-Entry and the maximum annual salary, in effect at the time of the calculation, of a Laborer I.

The above calculation process will not apply to employees already involved with the seven (7) step process. They will receive, for each year of the Contract, a three and one-half percent (3.5%) increase on the prior year's base, plus their current step amount.