

**AGREEMENT**

**between**

**BOROUGH OF SOUTH RIVER**

**and**

**LOCAL 255, UNITED SERVICE WORKERS UNION**

**IUJAT**

**MAY 10, 2010 THROUGH DECEMBER 31, 2012**

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## PREAMBLE

This Agreement made the 10th day of May, 2010 between the **BOROUGH OF SOUTH RIVER** (hereinafter referred to as the EMPLOYER), and **LOCAL 255, UNITED SERVICE WORKERS UNION, IUJAT** (hereinafter referred to as the UNION).

**WHEREAS**, the Union has been selected as the bargaining agent by the employees to be defined and said Union has been recognized as such by the Employer, and

**WHEREAS**, the Union and Employer have engaged in negotiations;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein the parties agree as follows:

### ARTICLE 1 - RECOGNITION

The Employer hereby recognizes Local 255, United Service Workers Union, IUJAT, as the exclusive bargaining unit for all blue and white collar employees working more than thirty (30) hours per week including but not limited to those job titles set forth on Schedule A, attached hereto and made part hereof, but excluding employees represented by the International Brotherhood of Electrical Workers, Local 1303; employees represented by the Sewer and Water Association, Local 60; managerial executives, confidential employees, professional employees, casual employees, police employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.*

### ARTICLE 2 – UNION REPRESENTATIVES

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

B. Union officers, representatives and/or shop stewards shall have the right to enter upon the premises of the Employer during work hours for the purpose of conducting normal

duties. relative to the enforcement and policing of this Agreement so long as such visits do not interfere with proper service to the public, and provided that notice of the visit is given to the Department Head or Supervisor upon arrival. No more than three (3) Union Representatives will at any one time be engaged in enforcement of this contract, at any one location.

C. It is agreed that the Union shall furnish to the Employer a list of duly elected or appointed Union officers, representatives and shop stewards within fifteen (15) days after election or appointment.

D. A Union officer, representative and/or shop steward may arrange to check timecards and timesheets at reasonable times, for reasonable union purposes, once per month, so long as there is no interference with proper service to the public. An employee may arrange to check his or her timecard and timesheet at any reasonable time.

E. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, discharges, layoffs, or grievances within the bargaining unit. The Employer will notify the Union of all additions and deletions to the payroll of covered employees as they occur.

F. In the absence of a Borough Administrator the Union representative shall have the authority to meet or telephone the Mayor or his designated representative and request that nonessential employees be sent home early, with no loss of pay, in the event of extreme weather or other emergency. Such determination made by the Mayor and/or Borough Administrator shall not be grievable and shall not serve as any precedent for any future action taken by any public official. It is further acknowledged by the parties that if some essential employees work during an emergent situation, they will not be entitled to compensatory time since other nonessential employees were permitted to go home.

### **ARTICLE 3 - DUES CHECK-OFF**

A. The Employer shall deduct Union dues from the earnings of each Union member provided the employee executes a written authorization for such dues deduction, and provided the Union furnishes said authorization to the Employer fifteen (15) days prior to the employee's

payday. The Employer shall deduct the sum designated by the Association/USWA, TCU at its sole discretion, from each of the Union members' paychecks. The Employer shall continue to deduct said dues until an employee properly resigns as a member of the Union or is terminated from employment, in accordance with the Union's by-laws and the resigning employee sends proper written notice thereof to the Employer and the Union.

B. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Union, but who is covered by this Agreement. The Employer shall deduct the appropriate sum from each of the non-member employee's paychecks in the amount of eighty-five percent (85%) of the Union dues as is set by the Union in its sole discretion.

C. Each party shall indemnify, defend and save harmless the other against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the other party in reliance upon salary deduction authorization cards as furnished by the Union to the Employer in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction or as a result of dues deduction and remittance by the Employer.

D. Such dues and/or representation fees so withheld shall be delivered by the Employer to the USWU, IUJAT Secretary-Treasurer no later than one business week after the issuance of each paycheck. The USWU, IUJAT will notify the employer as to the proper mailing address of the Union to which the dues shall be delivered. Deposit or delivery not made on time shall cause the Borough to pay interest to the USWU, IUJAT at the rate of seven percent (7%) per year on the full amount of dues and representation fees scheduled to be deposited or delivered.

#### **ARTICLE 4 - HOURS OF WORK**

A. The normal work week for all secretarial and clerical employees shall be thirty-five (35) hours. No employee's regular hours shall require them to work before 8 a.m. nor

after 5 p.m. Any time worked in excess of thirty-five (35) hours per week or seven (7) hours per day shall be at the overtime rate.

B. Streets and Roads Department - 7 a.m. to 3:30 p.m., one-half (1/2) hour lunch, forty (40) hours per week.

C. Sanitation Department - 5 a.m. to 1:30 p.m., one-half (1/2) hour lunch, forty (40) hours per week.

D. 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.

E. Employer shall have the right to change the hours of employees but the impact of same shall be negotiated between the parties except that in the case of emergencies, the Employer reserves the right to change such working hours without first negotiating such a change. The Employer shall, at a mutually agreeable time after a change of hours due to an emergency, negotiate the impact of such a change.

F. Employees hired after August 1, 1994 may be required to work hours other than those specified in this Agreement. Employees hired before August 1, 1994 may volunteer to work hours other than those specified in this Agreement.

#### **ARTICLE 5 - WAGES**

A. The salary guides for 2010, 2011, 2012 shall reflect increases of 3.00% effective January 1, 2010; 1.50% on January 1, 2011; and 1.5% on January 1, 2012.

B. Blue Collar Employees - (See Pages 5, 6 and 7)

C. White Collar Employees - (See Pages 6 and 7)

D. Employees shall be paid on a biweekly schedule, i.e., once every two weeks.

E. All employees employed as of May 1, 1997 shall receive top rate.

F. Wage increases for 2010 are retroactive to January 1, 2010.

G. Clerk/Meter Reader position shall be posted, and the Clerk/Meter Reader shall receive the higher level of pay (Meter Reader pay scale) when working as a Meter Reader.

H. The Employer shall be entitled to promote bargaining unit employees to the position of working foreperson. Employees promoted to the Working Foreperson title shall be paid \$1.50 per hour over the employee's regular rate of pay. Said increase will be calculated as part of the employee's base rate of pay for all calculation purposes.

**BLUE COLLAR EMPLOYEES**

HIRED BEFORE 7/1/97	3.00%	1.50%	1.50%
	<u>2010</u>	<u>2011</u>	<u>2012</u>
LEADPERSON	\$30.01	\$30.46	\$30.92
EQUIP. OPERATOR	\$28.77	\$29.20	\$29.64
STREETS/ROADS DRIVER			
SANITATION DRIVER	\$26.02	\$26.41	\$26.81
PARKS MAINTENANCE	\$24.41	\$24.78	\$25.15
HEAD MAINTENANCE PERSON .20/HR.-2% YR.			
MECHANIC	\$29.11	\$29.55	\$29.99
LEAD MECHANIC	\$31.86	\$32.34	\$32.83
LABORER "A"	\$25.00	\$25.38	\$25.76

**WHITE COLLAR EMPLOYEES**

CLERK, SEC'Y & CLERK			
METER READER	\$36,532.59	\$37,080.58	\$37,363.79
COMPUTER TECH, ADM. ASST/ SPECIAL PROJ.	\$44,476.01	\$45,143.15	\$45,820.30
ADMIN. ASST, DEPUTY COURT ADMINISTRAT.	\$40,391.84	\$40,997.72	\$41,612.69

**HIRED ON OR AFTER 7/1/97**

LEADPERSON			
Hire rate	\$19.01	\$19.30	\$19.59
1st Yr. Rate – 1st anniv.	\$21.59	\$21.91	\$22.24
2 <sup>nd</sup> Yr. Rate – 2nd. anniv.	\$24.97	\$25.34	\$25.72
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$30.01	\$30.46	\$30.92

**EQUIP. OPERATOR**

Hire rate	\$18.16	\$18.43	\$18.71
1st Yr. Rate – 1st anniv.	\$21.15	\$21.47	\$21.79
2 <sup>nd</sup> Yr. Rate – 2nd. anniv.	\$23.50	\$23.85	\$24.21
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$28.77	\$29.20	\$29.64

**HEAVY TRUCK CDL A DRIVER**

Hire rate	\$16.39	\$16.64	\$16.89
1st Yr. Rate – 1st anniv.	\$19.87	\$20.17	\$20.47
2 <sup>nd</sup> Yr. Rate – 2nd anniv.	\$21.65	\$21.97	\$22.30
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$26.02	\$26.41	\$26.81

	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b>PARKS MAINTENANCE</b>			
Hire rate	\$18.34	\$18.62	\$18.90
1st Yr. Rate – 1st anniv.	\$19.82	\$20.12	\$20.42
2 <sup>nd</sup> Yr. Rate – 2nd anniv.	\$20.91	\$21.22	\$21.54
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$24.41	\$24.78	\$25.15
<b>MECHANIC</b>			
Hire rate	\$20.03	\$20.33	\$20.63
1st Yr. Rate – 1st anniv.	\$22.91	\$23.25	\$23.60
2 <sup>nd</sup> Yr. Rate – 2nd anniv.	\$24.99	\$25.36	\$25.74
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$29.11	\$29.55	\$29.99
<b>LABORER "A"</b>			
Hire rate	\$15.92	\$16.16	\$16.40
1st Yr. Rate – 1st anniv.	\$18.35	\$18.63	\$18.91
2 <sup>nd</sup> Yr. Rate – 2nd anniv.	\$20.57	\$20.88	\$21.19
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$25.00	\$25.38	\$25.76
<b>CLERK, SEC'Y &amp; CLERK</b>			
Hire rate	\$24,841.00	\$25,213.62	\$25,591.82
1st Yr. Rate – 1st anniv.	\$27,913.05	\$28,331.75	\$28,756.73
2 <sup>nd</sup> Yr. Rate – 2nd anniv.	\$30,118.33	\$30,570.10	\$31,028.65
3 <sup>rd</sup> yr. Rate – 3rd anniv.	\$36,532.59	\$37,080.58	\$37,636.79
<b>ADMIN. ASSISTANT, DEPUTY COURT ADMINS</b>			
Hire rate	\$31,227.84	\$31,696.26	\$32,171.70
1st Yr. Rate - 1st anniv.	\$33,789.70	\$34,296.55	\$34,811.00
2 <sup>nd</sup> Yr. Rate - 2nd anniv.	\$35,258.53	\$35,787.41	\$36,324.22
3 <sup>rd</sup> yr. Rate - 3rd anniv.	\$40,391.84	\$40,997.72	\$41,612.69
<b>BUS DRIVER</b>	\$34,781.04	\$35,302.76	\$35,832.30

## **ARTICLE 6 - OVERTIME AND STANDBY TIME**

A. 1. Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half (1 1/2) in pay, except as hereinafter provided.

2.a. Double time shall be paid for hours worked in excess of 16 consecutive hours except as indicated in "b." below.



b. No overtime premium shall be paid during regular working hours. However, employees working more than 16 consecutive hours shall be allowed to go home with normal pay for the remainder of the regular workday when the overtime emergency is over during an employee's regular shift. The Department Head shall have the right to determine when the emergency is over and employees may be released to go home.

B. Employees requested or scheduled to work on a sixth or seventh consecutive day, shall be paid at the rate of time and one-half (1 1/2) in pay. Allowable time off (defined as all bereavement leave and all sick leave and the first two (2) personal days) shall be considered work time.

C. Employees requested or scheduled to work any holiday included in Article Twelve shall be paid their regular day's pay plus an additional rate of time and one-half (1 1/2) in pay.

D. In computing overtime compensation, one-half (1/2) hour shall be the smallest fraction of an hour to be reported.

E. Overtime shall be distributed, in so far as practical, in accordance with rotating seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Employer does not have the time to contact the employee with the most seniority possessing skills necessary to perform the emergency work. This provision does not relate to contiguous overtime where a job must be completed.

G. If an employee works his or her regularly scheduled workday and who after leaving the Employer's premises, is called to return to work, said employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) in pay regardless of the number of hours actually worked. The two hour minimum shall apply to each separate call out and the Employer retains the right to retain the employee for the full two hours. If an employee is called into work within two (2) hours before his scheduled hours of work he shall be paid at time and one-half for the actual time he works, but shall not be guaranteed a minimum of two hours call-in pay.

H. Effective November 1, 1996 each individual hourly employee scheduled for weekend standby in the Street and Roads Department (including Mechanics) will be paid as follows:

20 Hours - 2 Day weekend which may be split between 2 employees - 10 hours each or one (1) employee receiving 20 hours

28 Hours - 3 Day, weekend which may be split between 2 employees - 14 hours each

36 Hours - 4 Day weekend which may be split between 2 employees - 18 hours each

Standby time shall be considered to commence at the end of the last workday of any of the last workweek and to terminate at the beginning of the first workday of the workweek.

When an employee is scheduled for standby time, the employee shall remain within 15 minutes travel time of the Borough of South River. Scheduling for standby time shall be determined by rotating seniority in each department, except for the Streets and Roads Department, where such standby time shall be determined by rotating crews in accordance with present practice. Weekend standby shall commence on November 1 of each calendar year and terminate on March 31 of the next calendar year.

I. The Employer reserves the right to terminate the weekend standby program described in Section H above. In the event the Borough elects to terminate the weekend standby program, written notice of same shall be furnished to the Union and thereafter the Borough will no longer schedule employees for weekend standby and the employees will not be required to remain on standby.

J. At the employee's option, overtime may be accumulated as extra time off (XTO) at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked. The maximum amount of XTO time that an employee may accumulate and use shall be 48 hours per year. All 48 hours must be used in the calendar year in which it is earned, or cashed out by December 31<sup>st</sup> of the calendar year in which it is earned. In no event may XTO be carried from one calendar year into the next year.

XTO may not be used for consecutive days off or in conjunction with any other paid or unpaid leave, without the express written permission of the department head. Employees shall be required to provide the department head with three (3) days written notice of their desire to utilize XTO time. XTO may not be used for emergencies with less than three (3) days notice without the express written permission of the department head, and then only if all other paid leave has been exhausted.

The department head may grant permission to take XTO time with less than the required notice on a case-by-case basis. The granting of such permission shall not establish a precedent or a past practice.

Stand-by time earned must be paid and cannot be accumulated as XTO time.

#### **ARTICLE 7 - WAGE INCREASE ELIGIBILITY**

A. The wage increase provided in Article Five for 2010 shall be paid retroactive to January 1st or, in the case of employees hired after January 1, 2010 and before December 31, 2011, retroactive to the date of hire.

B. Employees who sever employment or retire prior to the execution of this Agreement shall be included in the wage increase from January 1, 2010 until the date of their actual separation from service. Employees who die during this period shall have their wage increase for the entire year of 2010 paid to their estate.

#### **ARTICLE 8 - NEW EMPLOYEES**

A. It is the intention of the Employer, in cooperation with the Union, to start all new employees at the minimum of the salary range for that position.

B. New employees shall serve a probationary period of six months, after which time they shall be reviewed by their department head and recommended for retention or dismissal. The

Employer may extend the six month probation period up to an additional six months. The Employer shall advise the employee, in writing, of its decision to retain or dismiss the employee. Nothing herein shall prohibit the Employer from suspending or dismissing any employee during the probationary period for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement. If retained, an employee may be disciplined, suspended or terminated for just cause only.

C. Upon request, the Employer shall advise the Union of the name and address of each new employee hired who is covered under this Agreement. The Union shall advise the Employer at least ten (10) working days prior to the next pay period whether the employee is a Union member so the Employer can effect a payroll deduction for union dues or a representation fee in lieu of dues.

D. The Employer retains the right to give additional salary guide credit to reflect outside work experience. No new employee shall be placed higher than the second step of any guide except where the Borough must fill a job category formerly occupied by only one person.

## **ARTICLE 9 - PROMOTIONS**

Any increase in pay to a promotion shall not preclude an employee from receiving the wage increase set forth in Article Five.

## **ARTICLE 10 - LONGEVITY**

A. The following longevity plan shall be implemented for employees hired prior to August 1, 1994 upon their reaching the year of service as indicated:

Six (6) through ten (10) years of service	4%
Eleven (11) through fifteen (15) years of service	5%
Sixteen (16) through twenty (20) years of service	5.5%
Twenty-one (21) years of service and over	6%

B. Employees hired after August 1, 1994 shall receive longevity as follows after completing the year of service indicated:

Eight (8) to fifteen (15) years ..... 3.7%

Fifteen (15) years of service and thereafter \$1,600 or 3.7% whichever is greater

C. Longevity will be included in base pay.

**ARTICLE 11 - MEDICAL BENEFITS AND LIFE INSURANCE**

A. All full time employees and said employees' eligible families shall be covered at the Employer's sole cost and expense under the New Jersey State Health Benefits Plan, with employees having the choice of the plans available thereunder. Effective January 1, 2011, employees covered by the aforementioned plan shall contribute one and one half (1 ½%) percent of their salary towards the costs of providing health benefits.

B. The Employer, at its sole cost and expense, shall provide to all full time employees and said employees' eligible families with coverage under the prescription insurance plan attached hereto. Employees shall make a co-payment of ten dollars (\$10.00) for name brand prescriptions, and/or a co-payment of five dollars (\$5.00) for generic prescriptions, effective the date of the signing of this Agreement.

C. The Employer, at its sole cost and expense shall provide to all full time employees ten thousand dollars (\$10,000) in group term life insurance, including additional coverage for accidental death while in the line of official duty, under the plan attached hereto.

D. The Employer, at its sole cost and expense, shall provide to all full time employees, dental insurance coverage for the employee in accordance with the benefits as indicated on Schedule "B." All employees covered by this collective bargaining agreement shall have the option to purchase family dental coverage at his/her expense. Any employee opting to

purchase family dental coverage shall do so by contacting the Business Administrator. The costs of said coverage shall be deducted bi-weekly from the employee's paycheck.

E. The Employer retains the right to change insurance carriers so long as substantially similar benefits, coverage, and servicing of claims are provided; and further provided that all preexisting conditions covered under the existing plan will continue to be covered by the new plan, and further provided that there shall be no lapse in coverage for any employee and/or family member. Copies of any new plans shall be promptly furnished to the Union.

F. The cost of eyeglasses broken during the course of employment shall be reimbursed by the Employer. Replacements must be approved safety glasses.

G. The Borough agrees to contribute the amount of six dollars and fifty cents (\$6.50) per month for each employee who enrolls in the Principal Group Long-Term Disability Plan (Policy # \_\_\_\_). Each employee who opts such coverage shall have deducted from his or her wages the balance of the monthly premium for such coverage.

H. Employees having reached the age of fifty (50) years and having been employed by the Borough for a minimum of twenty-five (25) years shall continue to receive full paid health and prescription benefits upon retirement in conformance with State law concerning the granting of such benefits.

## **ARTICLE 12 - HOLIDAYS**

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

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day,  
Veteran's Day  
Thanksgiving Day and the Day After  
Christmas Day  
Birthday (after six months of service)

B. 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.

C. To be eligible for a paid holiday, an employee must work the regularly scheduled workdays both immediately before and after the holiday, unless the employee is taking allowable time off. For the purposes of clarification, "allowable time off" is typically properly requested and preapproved vacation, personal and compensatory time off.

### **ARTICLE 13 - PERSONAL LEAVE**

A. All full time employees shall have paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee shall give the Employer five (5) days prior notice for each personal day to be taken, except in the event of an emergency.

Personal leave may be used to extend vacations or holidays, with the approval of the employee's supervisor or department head, so long as not more than one (1) personal day is used for this purpose on any one (1) occasion. An employee may not take personal leave and the Employer may compel that employee's attendance in the event of a manpower shortage.

Effective upon the signing of this Agreement all full time employees shall have six (6) paid personal days in each calendar year according to the following schedules:

**EMPLOYEES HIRED PRIOR TO JANUARY 1, 1987**

B. New employees shall be credited with one (1) personal day at the conclusion of their first two (2) months of employment, and one (1) additional personal day for every two (2) months of service thereafter. Thereafter, each employee shall be credited with six (6) personal days on January 1 of each year.

C. Effective January 1, 1999, employees hired after January 1, 1987 shall receive personal days under the following schedule:

Two months to one year	- 2 days
One to five years	- 4 days
Six to fifteen years	- 5 days
Fifteen plus years	- 6 days

D. Failure to provide timely notice, except in an emergency, shall result in the employee not receiving pay for that day and may constitute cause for additional disciplinary action.

E. Effective January 1, 2003, personal days shall remain in the current two-tier system. The utilization of personal days for medical emergencies must be documented. The utilization of personal days for non-medical emergencies shall be limited to one-half of an employee's annual Personal Leave. The department head may require documentation of a non-medical emergency if abuse is suspected. Personal leave cannot be used in conjunction with other paid leave without the approval of the department head.

F. The department head may grant personal leave with less than the required notice on a case-by-case basis. The granting of said leave shall not establish a precedent or a past practice.

G. Effective January 1, 2004, personal days shall be credited to an employee on January 1st of each year. In order to make such change benefit neutral, the number of days credited to each employee on January 1, 2004 shall be as set forth in Schedule B of this Agreement.



## **ARTICLE 14 - MILITARY LEAVE**

Military leave shall be granted in accordance with any and all applicable laws.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

A. In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or from the day of the funeral, but in no event shall said leave exceed four (4) calendar days.

B. The "immediate family" shall include only parent, husband, wife, child, niece, nephew, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren and grandparents. This benefit shall extend to any other relative living under the same roof as part of the employee's immediate family for a period of at least six (6) months.

C. Reasonable verification of the event may be required by the Employer.

D. Such bereavement leave is separate and distinct from any other leave time, and an employee shall be entitled to each four (4) calendar days, or one (1) day, as the case may be, for each eligible death which occurs.

E. An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Borough Administrator or his designated representative, shall be charged at the option of the employee as a vacation day.

F. Employees shall be granted one calendar day off with pay to attend the funeral of the employee's immediate aunt or uncle.

G. The employee shall, whenever possible, give to his or her Department Head one (1) day prior notice for bereavement.

H. If any employee is on vacation and an eligible death occurs, vacation leave shall terminate and bereavement leave shall apply.

## **ARTICLE 16 - MATERNITY LEAVE**

Maternity leave without pay shall be granted for up to six (6) months by the Employer in accordance with the following procedure:

A. All notices of maternity' leave and applications for extensions or reductions of maternity leave shall be made in writing to the Borough Administrator.

B. Any employee intending to take maternity leave shall advise the Employer of the fact of her pregnancy and of her prospective plans for taking maternity leave and her best estimate of when the maternity leave will commence and terminate. The employee shall advise the Employer of the maternity leave no later than the end of the fourth month of pregnancy. Such written notice shall specify the employee's best estimate of when the maternity leave will commence and terminate.

C. Upon application to the Employer, maternity leave may be extended for an additional period not to exceed an additional six (6) months, with the approval of the Borough Council.

## **ARTICLE 17 - LEAVE WITHOUT PAY**

Leave without pay may be granted to an employee. Normally, it may be granted only when the employee has used his or her sick and vacation leave in the case of illness, or has used his or her vacation leave if leave without pay is requested for reasons other than illness. Written requests for leave without pay must be initiated by the employee, favorably endorsed by the employee's department head and approved by the Borough Council. Such leave shall not be approved for a period longer than three (3) months at one time. The Borough Council may approve an extension of such leave for an additional period upon the employee's written application.

## **ARTICLE 18 - JURY DUTY**

A. An employee who loses time from his or her job because of jury duty shall be excused from employment on all days the employee is required to be present in courts and shall be paid by the Employer the difference between his daily base rate of pay and the daily jury fee. The employee shall retain all jury expenses. Payment shall be subject to the following conditions.

1. The employee must notify the Borough Administrator within three days upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. If the jury duty extends beyond one day the employee must submit the name of the case and judge he served as juror for;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is serving as a juror, and he or she is released by the Court prior to 1 p.m. if serving in New Brunswick, or 11 a.m. if serving in any other court, that employee shall return to work no later than 2:30 p.m. that day in order to receive pay for that day.

## **ARTICLE 19 - MISCELLANEOUS LEAVE**

A. Court Leave - is the authorized absence, without charge to leave- or loss of compensation, of an employee from official duty or for attending court in a non-official capacity as a witness on behalf of the Employer. Appearance in court in connection with official duty is considered normal duty time. Appearance in court at the call of the Employer when not job connected is chargeable to court leave. Appearance in court under other circumstances, including when an employee is under subpoena, to testify as a witness is a private matter, is chargeable to personal leave except when an employee is under subpoena in a criminal matter.

B. Seminar and Conference Leave - seminar and conference leave with pay may be granted upon proper application to the Borough Council. Such leave may be granted with pay to employees covered by statute or local practice.

C. Educational Leave - educational leave with pay may be granted upon proper application to the Borough Council. Such allowance may be granted when it is deemed necessary to provide an employee with the opportunity for self-development or for advancing acquisition of skills necessary for full performance in his or her position. This leave with pay covers only those classes which are not available during off-duty hours.

If the Borough orders an employee to attend schooling related to his employment during his normal workweek and the employee refuses, the Borough retains the right to take disciplinary action against the employee.

## **ARTICLE 20 - SICK LEAVE**

A. Effective January 1, 1997 all employees shall be credited with twelve (12) paid sick days on January 1 of each calendar year, except that new employees shall receive sick leave in accordance with schedule in Section S.

B. All holidays occurring and bereavement days taken during a period of sick leave shall not be charged to sick leave.

C. Sick leave may be used for personal illness or in the event of quarantine, pregnancy and related illness, or for accidental injuries unrelated to employment with the Employer. Sick leave may also be used for illness of a person in the employee's family upon written request to and approval by the Borough Administrator. Upon the Employer's request, the employee shall provide verification of illness in the employee's family.

D. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. An employee must pay his or her own expenses for treatment he or she chooses to avail himself or herself but not a medical report or examination requested by the Employer, except as hereinafter provided. An employee who has been absent on sick leave for five (5) or more consecutive workdays or twelve (12) or more total workdays in a twelve (12) month period may be required to submit medical evidence substantiating the illness at employee expense. The employee shall pay for proof of illness if he or she is absent on five (5) or more similar days that contribute to a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.

E. During protracted periods of illness or disability of an employee, the Business Administrator may require interim reports on the condition of the patient at weekly or biweekly periods from the personal physician and/or a Borough medical physician at Employer expense.

When under medical care, employees are expected to conform to the instructions of the current attending physician if they wish to qualify for salary payment during such period of illness or disability.

F. No employee shall be allowed to work and endanger the health and well-being of himself/herself or other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Borough Administrator may direct the employee to the Borough physician at Employer expense.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care fails to carry out orders for the current personal physician, unless the employee immediately changes his or her personal physician.

2. When in the opinion of the Borough Medical physician the employee is ill or disabled because of deliberate self-imposed contributory causes except mental illness, drug addiction and alcohol addiction.

3. When in the opinion of the Borough medical physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough physician without justification.

H. The recommendation of the Borough medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability, light duty, illness or the fitness of the employee to remain at or return to duty shall be considered by the Borough Administrator. The Borough Administrator shall in such cases where there is difference of professional opinion between the Borough physician and the employee's personal physician, require the employee to submit to an examination by a third doctor. The third doctor shall be chosen by the Borough and employee physician at the Employer's expense.

I. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled by the employee with his or her professional during the employee's regular time off. Sick leave may not be utilized for elective cosmetic medical procedures if the procedure may be normally scheduled by the employee with his or her professional during the employee's regular time off.

J. If an employee is absent from work for reasons that entitled him/her to sick leave, the department head or designated supervisor shall be notified as early as possible, but not later than one (1) hour prior to the start of the scheduled work shift from which he/she is to be absent, except in the event of an emergency. Failure to so notify the department head or designated supervisor may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action after the second occurrence in a calendar year. An employee who is

absent for five (5) consecutive days or more without reasonable justification and who does not notify the department head or designated supervisor will be subject to dismissal.

K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

L. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee may be subject to discipline including discharge. The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's workday.

M. Any employee who engages in outside employment while on sick leave shall previously advise the Borough Administrator or designee in writing of such employment. The Borough retains the right to utilize the employee for light duty.

N. In the event an employee shall leave work due to sickness after having reported for regular daily work, the time remaining on the employee's regular workday shall be charged to the employee as sick time to the nearest hour.

O. When an employee's employment is terminated for any reason whatsoever except for good cause and this employee is rehired within one (1) year, the employee shall be immediately credited with all prior accumulated sick leave, however, no sick leave shall be granted for the period the employee was not employed.

P. Upon request within two (2) working days, the Employer shall furnish to an employee a written record of the employee's sick days used, sick days unused and total accumulated unused sick days.

Q. Employer may schedule medical examinations for all employees annually or more frequently if reasonably required, at the sole cost and expense of the Employer.

R. Unused sick days may be accumulated without limitation.

S. New hires shall earn one-half (1/2) sick day for each full month worked during the first calendar year of employment.

#### **ARTICLE 21 - ACCUMULATED SICK TIME PAYOFF**

A. Upon death or retirement, an employee shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-sixth (1/6) of the employee's daily rate of pay for each day earned and unused accumulated sick leave.

B. The maximum accumulated sick time pay off for sick leave accruing subsequent to January 1, 1978 may not exceed the sum of Seven Thousand Five Hundred Dollars (\$7,500) for each employee.

C. The employee has the option to buy out annual accrued sick time at the ratio of one (1) day's pay for each five (5) days accrued. Any employee electing to utilize this buy-out must notify their department head no later than November 15th of each year. When an employee exercises the option under this paragraph, the employee waives the right to include the six (6) or more days for future use as sick leave or for payout at retirement under this Article.

#### **ARTICLE 22 - PROVISIONAL APPOINTMENTS**

Pending the establishment of an appropriate employment list, vacancies may be filled by provisional appointments. Such appointment shall not exceed six (6) months unless extended by resolution of the Employer. Such appointment shall terminate when an appointment is made from the appropriate eligible employment list.

#### **ARTICLE 23 - INJURY LEAVE**

A. All time lost due to work-related injury or illness shall not be chargeable to sick leave. Upon written application and certification by the Department Head within five (5) working days, the Employer shall grant a leave of absence with pay from the date of injury to any employee disabled by injury or illness as a result of or arising from his or her employment.



B. Any employee on injury leave shall immediately apply for and pay to the Employer all temporary disability payments received pursuant to the Worker's Compensation statutes of New Jersey.

C. The Employer shall continue to compensate the injured employee his or her full pay until the employee is able to return to work, but such leave with full pay shall not exceed one (1) year.

D. In the event the Employer disputes the injury leave, and full compensation is not paid to the employee, the employee may elect to use any accumulated sick leave, personal leave, vacation leave or any other leave while he or she is unable to return to employment, and may apply for a leave without pay pursuant to Article Seventeen.

E. In the event it is determined by a court that the employee is entitled to Worker's Compensation benefits, then the Employer shall immediately pay to the employee all full compensation from the date of the injury, (less any temporary disability benefits) and shall return to the employee credit for any sick leave, personal leave, vacation leave or other leave taken by the employee. In the event it is similarly determined that the injury or illness is not work related, any payments made pursuant to Subparagraph A shall be reimbursed to the Employer.

F. Subject to the provisions of Subparagraph E, all payments made by the Employer to the disabled employee shall terminate simultaneously with the termination of temporary disability benefits being made directly to the employee by the Worker's Compensation insurance carrier or at such time as a duly licensed physician; after examining the employee at the Employer's direction, certifies that the employee is able to resume work, subject to Article Twenty (20).

G. Employees who are injured, whether slightly or severely while working, must make an immediate report within eight (8) hours thereof to the Borough Administrator or his designee.

H. The employee upon request of the Borough Administrator shall submit periodic status reports from his physician.

I. Any employee who is on paid injury leave who engages in outside employment without the written permission of the Borough Administrator or his designee shall be subject to discipline up to and including discharge.

#### **ARTICLE 24 - TERMINAL LEAVE**

A. All employees who retire after having completed ten (10) years service with the Employer, who have reached age fifty (50), and whose application for retirement benefits has been approved by the New Jersey State Division of Pensions, shall be entitled to a terminal leave with pay from the Employer on the following basis:

1. For the first ten (10) years of service, twenty (20) working days allowance;
2. For each additional year of service thereafter, two (2) working days allowance.

B. Terminal leave must be used prior to an employee's effective date of retirement. If the terminal leave shall carry over into a new calendar year, said employee shall be entitled solely to the benefit earned, including rate of pay, or acquired prior to the time that terminal leave commenced.

C. Terminal leave shall be in addition to normal vacation benefits.

#### **ARTICLE 25 - SEVERANCE PAY**

All full time employees shall receive a severance pay of two (2) weeks upon their employment being terminated for any reason, except just cause, by the Employer.

**ARTICLE 26 - VACATIONS**

A. All full time employees shall be granted vacation leave based upon the following schedule:

Completed Years of Service Amount of Vacation during Each Year of Service

Six Months but not less than one year	Three working days plus one additional day for each three months of service in excess of six months of service
One Year	10 working days
Five Years	15 working days
Ten Years	20 working days
Fifteen Years	25 working days

B. In determining all vacation leave the employee's years of service prior to the adoption of the above vacation schedule shall be credited.

C. All vacation leave for one (1) year may be taken consecutively, up to two (2) weeks, provided the employee gives to the Employer sixty (60) days prior written notice. All vacation leave for one (1) year, beyond the first two (2) weeks shall be scheduled at the mutual agreement of the Department Head and the employee, except that on the 5th, 10th, 15th, 20th and every 5th anniversary year thereafter, the employee shall be entitled to take all vacation leave consecutively except accumulated vacation without the approval of the Department Head.

D. Vacation schedules shall be accomplished by department. All employees shall advise their department heads of their first or second choice for vacation and the employer shall post a vacation list by the close of the second week of each January. Conflicts shall be determined by seniority. Employees will not be permitted to take single vacation days without the written permission of the Employer.

E. In the event an official holiday falls during an employee's vacation, he or she shall be entitled to an additional vacation day.

F. Employees may elect to be paid in advance for vacation time provided fourteen (14) days prior written request is given to the Employer's treasurer. Payment shall be made on the last working day prior to the vacation.

G. 1. Any employee may make written request to the Employer prior to September 15 of any year for monetary compensation, on a straight time basis, in lieu of the taking of vacation. The Employer, at its sole discretion, may grant a request and if granted the employee shall receive such compensation on the last pay period of the calendar. An answer to such request shall be given by the Employer no later than the second Council meeting following said request.

2. Employees shall take their time allotted; however, employees may request to carryover and use no more than five (5) days the following calendar year with the approval of his/her Department Head.

#### **ARTICLE 27 - DISCRIMINATION**

The Employer is committed to basing judgments concerning employees solely on their qualifications, abilities and performance. No employee shall be discharged, demoted, disciplined, reassigned, transferred, or discriminated against because of age, sex, race, creed, color, ethnic background, political affiliation, union affiliation, lawful Union activity or non-Union activities. Any alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 28 - GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or group of employees of the interpretation, application or violation of the negotiable terms and conditions of employment. With regard to the Borough, the term “grievance” as used herein means a complaint or controversy of the negotiable terms and conditions of employment.

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

E. PROCEDURE

1. Level One

An employee with a grievance should first file a written grievance with his or her immediate supervisor, either directly or through his or her Union Representative, with the objective of resolving the matter informally. The aggrieved shall have ten (10) business days to file a grievance at Level One after a situation arises or after he first learns of it or reasonably should have learned of it.

2. Level Two

Should no acceptable agreement be reached within five (5) business days, the grievance shall be submitted to the Borough Council or its designee, who will have five (5) business days to render a decision in writing. The Borough will give written notification to the Union of its designee for purposes of this Grievance Procedure.

3. Level Three

Should no satisfactory decision be reached at Level Two or should no response be received within the specified number of days, the Union, within fifteen (15) business days, may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employment Relations Commission (PERC). Both parties agree that the decision of the arbitrator shall be final and binding upon all parties. The cost of the

arbitration, transcripts, and related expenses, exclusive of Union counsel and/or consultant, shall be borne equally by the Union and the Borough. The arbitrator shall not change, limit or modify this Agreement.

F. MISCELLANEOUS

1. All grievances must show the signature of the Union's designated grievance Chairperson or President except where the grievant is representing himself.

2. All decision in the grievance procedure, except informal Level One, shall be in writing, setting forth the decision and the reasons therefor, and shall be submitted in accordance with Section C of this Article.

3. All hearings and meetings in this procedure shall be confidential and not conducted in public.

4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative approved by the Union. Copies of any unofficial grievance submitted by an individual shall be forwarded by the Employer to the Union. When a grievant is not represented by the Union, the Union may be represented to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the Employer to inform the Union, in writing, in the event a grievance is filed by an individual acting without Union representation. This Agreement in no way limits the right of the individual to confer with this Employer on any matter of mutual concern. No such problem shall be remedied in such a manner as to be in conflict with or modify any provision of this Agreement.

5. Grievance hearings will be held at times and locations convenient to both parties.

6. Reference to days means working days unless otherwise stated.

7. If a grievance is filed as a result of action taken by the Council Designee, Mayor or Borough Council, Level One of the grievance procedure shall be the Borough Administrator.

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

9. Only one grievance at a time, unless a class grievance, may be submitted for consideration by a single arbitrator.

10. The arbitrator shall be bound by the provisions of this Agreement and by the Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving this grievance.

#### **ARTICLE 29 - NO UNILATERAL CHANGES**

The Borough agrees that there shall be no unilateral changes in the terms and conditions of this Agreement or in any other terms and conditions as may affect those covered by this Agreement.

#### **ARTICLE 30 - OMITTED**

#### **ARTICLE 31 - EXAMINATIONS**

A. If required examinations shall be given in such convenient places and at such times as to attract qualified candidates and adequate notice shall be given to all qualified applicants. In addition, all vacancies shall be posted in writing by the Employer for a period of one (1) week at least in the Borough Personnel Director's Office and be given to the appropriate Department Head who shall post same.

B. Candidates who qualify for appointments through the examination procedure shall be placed on a list, for the appropriate classification title and the rank order of the grades they obtained on the examination.

C. Each candidate shall be entitled to obtain his or her examination results.

D. If the management decides to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the bulletin

board for a period not to exceed six (6) working days. Any employee may signify to the Management in writing during that period an interest in being considered for the opening.

### **ARTICLE 32 - BREAKS**

Each employee shall be entitled to one (1) ten (10) minute break for each half-day period of work (morning and afternoon shall 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 blue-collar employee shall be entitled to a five (5) minute wash-up period at the end of each scheduled work period.

### **ARTICLE 33 - POLITICAL OFFICE**

Employees shall not engage in any political activities nor seek or accept nomination or election to any municipal office or the Board of Education during working hours or on the Employer's property without first obtaining a leave of absence. Any employee elected as a member of the governing body shall be granted a leave of absence without pay for the term to which he or she has been elected.

### **ARTICLE 34 - RIGHTS AND PRIVILEGES OF THE UNION**

The Employer agrees to make available to the Union within a reasonable time after request therefore all existing public information concerning the Borough of South River, including but not being limited to the financial statements, debt statements and annual audit reports, annual budgets, which may be relevant to contract negotiations or to process any grievance, unfair practice charge, arbitration or complaint. All such information shall be updated upon request. All requests shall be made through the Borough Administrator.

B. Whenever any representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other formal PERC hearings or PERC pre-hearing conferences, the employees shall suffer no loss in pay.

C. The Borough shall provide space for Union bulletin boards.



D. Such bulletin board space shall be used by the Union for posting of notices and bulletins pertaining to union business and activities only.

E. No matter may be posted by an employee without receiving the express permission of the officially designated Union Representative.

F. The Union President shall have the option of being accompanied by any designated Union member he/she selects when asked to meet with the Employer or its representatives on Union business. Such meetings shall be held at times convenient to the Union and the Borough.

#### **ARTICLE 35 - PERSONNEL FILES**

A. Employees or a Union representative authorized in writing by the employee have the right to inspect and copy their individual personnel files upon request to the Employer during normal working hours. The Employer agrees that all personnel files shall be confidential. Employees have the right to define, explain, or object in writing to any material found in the personnel file and such writing, submitted within fifteen (15) calendar days of employee receipt of such material, shall become a part of the employee's file. An employee shall promptly receive a copy of any derogatory or disciplinary document or comment placed in his or her personnel file.

B. Each bargaining unit member shall have the right to have placed in his or her personnel file any positive evaluation, commendation or any note or letter of a complimentary nature received in relation to his or her employment by the Borough of South River.

#### **ARTICLE 36 - EMPLOYEE EXPENSES**

A. Authorized expenses incurred by an employee on the Employer's behalf shall be reimbursed by the Employer within thirty (30) days after the Employer's receipt of a voucher for the expense with an attached receipt, if possible.

B. Training, Travel and Professional Organization Dues

The Borough shall be responsible for all registration fees, sundry expenses and release time for seminars, workshops, and lectures and/or other programs for Borough mandated

professional improvement or maintenance of required professional certification. Non-required seminars, workshops, and lectures shall be considered by the Borough Business Administrator of reimbursement at his sole discretion. Mileage, travel and other related expenses to and from such sessions shall be paid by the Borough. The mileage rate shall be the current IRS maximum.

C. Save Harmless

Employer agrees to indemnify and hold employees harmless from any liability which employees may incur arising out of performance of their duties pursuant to this contract. Employer further agrees to provide the employees with the necessary means for the defense of any action or legal proceeding arising out of or incidental to the performance of their duties, but not for his defense in any proceeding arising out of or commenced against the Borough of South River or any instrumentality thereof, or other disciplinary proceeding instituted against him by the Employer or in any criminal proceeding instituted as a result of a complaint by the Employer. Said attorney retained by the employee under this Article shall be entitled to no more than the Borough Attorney's hourly rate as compensation.

**ARTICLE 37 - SAFETY**

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

B. It is further understood that employees will report all safety hazards and defects to their immediate supervisors, and also make written reports of all job-related accidents involving injury or damage of any persons or property. If the supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.

C. The Employer shall continue the existence of the safety committee which at all times shall consist of four (4) members, two (2) from the Union and two (2) from the Employer.

D. The safety committee shall meet to discuss any safety matters periodically and shall make recommendations concerning such matters.

E. Employees who fail to use Borough supplied safety equipment shall be subject to disciplinary action up to and including discharge.

#### **ARTICLE 38 - MEAL REIMBURSEMENTS**

Twelve (\$12.00) dollars per meal shall be paid for missed meals after 12 consecutive hours worked and for each four (4) additional hours thereafter.

#### **ARTICLE 39 - TRANSFERS**

If an employee is transferred or reassigned into another department, his or her service shall be considered continuous for all purposes of employment, including but not limited to promotion, seniority, layoff and vacation.

#### **ARTICLE 40 - COMPUTATION ERRORS**

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

#### **ARTICLE 41 - TEMPORARY WORK ASSIGNMENT**

In the absence of an appropriate list for the filling of a temporary position, vacancies may be filled temporarily by resolution of the Employer. Such temporary appointments shall have a maximum duration of twelve (12) months and no temporary appointment shall confer any tenure of office upon the employee. Employees assigned to fill higher level positions on a temporary basis shall be paid at the rate of the minimum of the higher level position.

#### **ARTICLE 42 - 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 a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

### **ARTICLE 43 - SHOP STEWARDS**

One day per month the Employer shall permit one (1) shop steward to leave his or her employment at 12:45 p.m. for the purpose of attending monthly shop steward training held at the Institute for Labor and Management Relations at Rutgers University or such other facility as designated by the Union. The shop stewards attending these meetings shall suffer no loss of pay or other benefits. If the meeting is over by 3:00 p.m. he or she shall return to work within thirty (30) minutes.

### **ARTICLE 44 - REINSTATEMENT**

When an employee is reinstated within two (2) years following a layoff to a position in the same classification, he or she shall enter the position at the same salary as was received in the previous position. Service shall be considered continuous for the purposes of promotion, seniority, layoff and vacation, exclusive of the length of time during layoff.

### **ARTICLE 45 - LAYOFFS**

The Employer agrees that in the event of employee layoffs for bona fide economy or other legitimate reasons, with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of Borough wide seniority beginning with temporary help, then provisional employees and last, permanent employees. If no instance shall permanent employees be laid off and part time employees retained within job title. Qualifications to perform a particular job shall be the overriding criteria in any "bumping" of another employee. In all cases the Employer shall provide fourteen (14) days written notice to employees to be laid off. Employees who are laid off pursuant to this paragraph shall be placed on an eligibility list for rehire for any vacancies for which they are qualified. Such employees, if so qualified shall be given preference over new employees. The employee shall remain on the recall list for a period of two (2) years.

## **ARTICLE 46 - MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf, will cause, authorize, or support any strike (i.e., the concerted failure to report for duty or the concerted and willful absence of employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to consider such activity as grounds for discipline up to termination of the employment.

C. The Union agrees that it will make every reasonable effort (provided same does not require the disbursement of Union funds) to prevent its members from participating in any strike, work stoppage, slow-down, or other illegal job action, or supporting any such activity by any other employee or group of employees of the Employer, and that the Union shall publicly disavow each action and request all of its members who participate in such activity to cease and desist from same immediately and return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its rights to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction in the event of such breach by the Union or a concerted breach by members of the Union.

E. The Employer agrees not to lock-out its employees.

## **ARTICLE 47 - CLOTHING AND UNIFORMS**

The parties expressly agree that the Borough possesses a non-negotiable managerial prerogative to determine the uniform to be worn by employees in the Department of Public Works. The Borough agrees to confer with the Union before making any change to the uniform worn by employees in the Department of Public Works.

All employees who receive a clothing allowance shall receive an additional twenty-five (\$25.00) dollars over their 1998 allotment and an additional twenty-five (\$25.00) dollars over their 1998 allotment for shoes. The Borough agrees to implement a format wherein the clothing and shoe allowance will be paid on a non-taxable basis.

The following are the clothing and shoe allowances for the length of this agreement by department: 2010 STREETS AND ROADS DEPARTMENT AND CDL DRIVERS - \$385.00/clothing \$175.00/shoes Total-\$560.00 RECREATION, STREET CLEANING AND SANITATION - Uniforms and shoes and extreme weather gear 2010- \$245 METER READERS -\$325.00/clothing OFFICE PERSONNEL -\$275.00/clothing.

The Borough agrees to implement a format wherein the clothing and shoe allowances will be paid on a non-taxable format as of January 1, 2000. Effective 7/16/1997 all employees shall receive uniforms and uniform cleaning services supplied by the Borough, and a shoe/extreme weather gear allowance as detailed above with the exception of office personnel.

Effective January 1, 2004, laborers who are regularly assigned to work in the Streets and Roads Department shall receive a clothing allowance in lieu of uniforms.

#### **ARTICLE 48 - DISCIPLINE**

A. Any suspension, fine, demotion or disciplinary action taken against any employee shall be subject to the grievance procedure and arbitration procedure provided for in this Agreement, in addition to any other remedy prescribed by law.

B. No employee shall be reprimanded, disciplined or reduced in rank or compensate without just cause.

#### **ARTICLE 49 - SUPERVISORY POSITIONS**

Immediately upon assignment and assumption of any of the positions of superintendent by any department covered by this Agreement, the employee filling this supervisory position shall be paid a pay differential of an additional one (\$1.00) dollar per hour for each hour performed in any of the positions of superintendent.

## **ARTICLE 50 - MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, 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 or 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.

## **ARTICLE 51 - JOB BIDDING**


A. If the Borough decides to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications, shall be posted on the bulletin board for a period not to exceed six (6) working days. Any employee may signify to the Borough in writing during that period an interest in being considered for the opening.

B. If an employee successfully bids a position lower than his/her present position, an evaluation by Management will determine his/her starting rate based on past experience and qualifications.

B. All of the provisions of this Agreement shall remain in full force and effect until a successor Agreement is executed.

C. Payment of retroactive wage increases shall be made as soon as practicable after the signing of the Agreement.

**FOR LOCAL 255, UNITED SERVICE WORKERS UNION, IUJAT**


  
\_\_\_\_\_  
Chief Shop Steward

1/3/2011  
Date

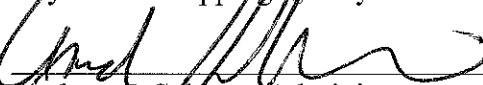
  
\_\_\_\_\_  
Edward Kahn, Business Agent

12/29/2010  
Date

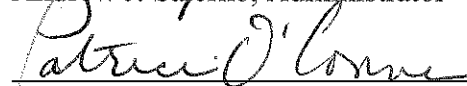
**FOR THE BOROUGH OF SOUTH RIVER:**

  
\_\_\_\_\_  
Raymond T. Eppinger, Mayor

1/4/11  
Date

  
\_\_\_\_\_  
Andrew J. Salerno, Administrator

Jan 3, 2011  
Date

  
\_\_\_\_\_  
Patricia O'Connor, Borough Clerk

1/3/2011  
Date:



C. If during the initial 30 day period, an employee desires to return to his/her former classification, he/she will be permitted to do so. If, after the expiration of the 30-day period, an employee desires to return to his/her former classification, he/she will be permitted to do so only after a vacancy occurs in his/her former classification.

#### **ARTICLE 52 - FAMILY AND MEDICAL LEAVE ACT**

Calculation of the twelve (12) weeks of leave provided under the federal Family and Medical Leave Act ("FMLA") shall commence after an employee has exhausted his current and banked sick leave. FMLA leave shall run concurrently with any remaining paid leave (e.g., vacation leave, personal leave, or XTO).

#### **ARTICLE 53 - SAVINGS PROVISION**

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

#### **ARTICLE 54 - FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been between the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

#### **ARTICLE 55 - DURATION OF AGREEMENT**

A. This Agreement shall be for a three (3) year term commencing January 1, 2010 and concluding December 31, 2012.

## **SCHEDULE A**

### **STREETS AND ROADS DEPARTMENT**

Lead Man  
Heavy Equipment Operator  
Mechanic  
CDL Driver  
Laborer "A"

### **STREET CLEANING DEPARTMENT**

Heavy Equipment Operator

### **SANITATION DEPARTMENT**

Lead Man  
CDL Driver  
Laborer "A"

### **CLERICAL, MISCELLANEOUS**

Finance Clerk  
Computer Technician  
Accountant  
Meter Reader  
Custodian  
Tax Assessor Clerk  
Tax Collector Clerk  
Deputy Clerk  
Police Department Secretary  
Police Department Clerk Typist  
Building Department Secretary  
Public Works Secretary  
Utility Mechanic  
Deputy Court Administrator  
Administrative Assistant  
Clerk/Meter Reader

### **RECREATION DEPARTMENT**

Head Maintenance Man  
Maintenance Man

**SCHEDULE B**

RES: 20010

**RESOLUTION**

WHEREAS, the Governing Body has reached an Agreement with Local 255, United Service Workers Union, IUJAT, with regard to a final negotiated settlement of a new contract for the year of 2010 through 2012 between the said union and the Borough of South River;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said Agreement with Local 255, United Service Workers Union, IUJAT, for the period of May 10, 2010 through December 31, 2012, a copy of which is annexed hereto, is approved.

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the same on behalf of the Borough of South River.

DATED:

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

CERTIFIED COPY OF THE ORIGINAL  
FILED IN THE OFFICE OF THE  
BOROUGH CLERK, SOUTH RIVER, NJ  
DATED: \_\_\_\_\_

Tentative  
Memorandum of Agreement  
Between  
The Borough of South River and Local 255, United Service Workers Union IUJAT

Term January 1, 2010 through December 31, 2012


Effective 1-1-2010    3% salary increase across the board  
Effective 1-1-2011    1.5% salary increase across the board  
Effective 1-1-2012    1.5% salary increase across the board


Effective January 1, 2011, employees shall contribute 1 ½ % of salary to Employers Health Benefit Program.

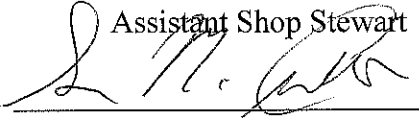
This memorandum of agreement is subject to ratification and approval by Local 255 and the Borough of South River.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Borough of South River, New Jersey on this 29th day of April 2010.

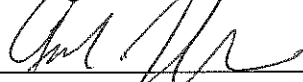
Local 255 - IUJAT

By:   
William Janosko  
Chief Shop Stewart

  
Alan Piscitelli  
Assistant Shop Stewart

  
Sean M. Cullinan  
Union Representative

Borough of South River

  
Andrew J. Salerno,  
Borough Administrator

  
Joseph Zanga  
Chief Financial Officer

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with United Service Workers Union, IUJAT, Local 255 with regard to a final negotiated settlement of a new contract for the period of January 1, 2010 to December 31, 2012 between said union and the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said Agreement with United Service Workers Union, IUJAT, Local 255 for the period of January 1, 2010 to December 31, 2012 is approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: MAY 10, 2010

/s/ John Krenzel  
Councilmember

/s/ Jim Hutchison  
Councilmember

CERTIFIED COPY OF THE ORIGINAL  
FILED IN THE OFFICE OF THE  
BOROUGH CLERK, SOUTH RIVER, N.J.

DATED 5/11/10

PATRICIA E. O'CONNOR, BAC  
BOROUGH CLERK Per

BORO ADMIN  
DPW  
IUJAT  
CFO  
DAWON RODRIGUEZ