

BOROUGH OF METUCHEN  
COLLECTIVE BARGAINING AGREEMENT  
WITH  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL - CIO  
LOCAL 3440  
2003-2005

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PREAMBLE

THIS AGREEMENT MADE AND ENTERED INTO AS OF THE DAY OF \_\_\_\_\_19\_\_, BETWEEN THE BOROUGH OF METUCHEN, HEREINAFTER REFERRED TO AS THE EMPLOYER AND LOCAL COUNCIL 3440, AFSCME HEREINAFTER REFERRED TO AS THE UNION HAS AS ITS SOLE PURPOSE THE ESTABLISHMENT OF HARMONIOUS RELATIONS, ESTABLISHMENT OF RATES OF PAY, HOURS OF WORK, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT WITHIN THE AUTHORITY OF LAW, AND PROVIDING FOR THE PEACEFUL PROCEDURES FOR THE RESOLUTION OF DIFFERENCES AND SECURING THE EFFICIENT OPERATION OF THE BOROUGH AND ITS VARIOUS DEPARTMENTS AND FACILITIES.

ARTICLE I

RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE UNION AS THE SOLE AND EXCLUSIVE REPRESENTATIVE OF ALL FULL TIME AND REGULARLY EMPLOYED PART TIME NON-SUPERVISORY WHITE COLLAR EMPLOYEES EMPLOYED BY THE BOROUGH OF METUCHEN IN ALL THOSE MATTERS SPECIFICALLY PROVIDED FOR HEREIN PERTAINING TO WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT. WHENEVER USED HEREIN THE TERM 'EMPLOYEES' SHALL MEAN AND BE CONSTRUED ONLY AS REFERRING TO EMPLOYEES COVERED BY THIS AGREEMENT

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1.

WHENEVER THE TERM "EMPLOYER", "DEPARTMENT HEAD", OR "SUPERVISOR" SHALL BE USED THROUGHOUT THIS AGREEMENT, IT SHALL MEAN AND INCLUDE THE MUNICIPAL GOVERNMENT ("BOROUGH") AND/OR ITS DESIGNEE, EXCEPT AS OTHERWISE DESIGNATED IN THIS CONTRACT, AS SPECIFICALLY MAY BE PROVIDED IN THE NEW JERSEY STATUTES IN SUCH CASE MADE AND PROVIDED OR THE ADMINISTRATIVE CODE OF THE BOROUGH.

SECTION 2.

EXCEPT AS MODIFIED, ALTERED OR AMENDED BY THE WITHIN AGREEMENT, THE MUNICIPAL GOVERNMENT AND/OR ITS DESIGNEE, SHALL NOT BE LIMITED IN THE EXERCISE OF ITS STATUTORY MANAGEMENT FUNCTIONS. THE MUNICIPAL GOVERNMENT HEREBY RETAINS AND RESERVES UNTO ITSELF, WITHOUT LIMITATIONS, ALL POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES CONFERRED AND VESTED IN ANY OF THEM BY THE LAWS OF THE STATE OF NEW JERSEY, THE CONSTITUTION OF THE STATE OF NEW JERSEY, AND THE CONSTITUTION OF THE UNITED STATES OF AMERICA, INCLUDING BUT WITHOUT LIMITATION, THE FOLLOWING RIGHTS, PRIVILEGES AND FUNCTIONS:

A. THE EXECUTIVE MANAGEMENT AND ADMINISTRATIVE CONTROL OF THE BOROUGH OF METUCHEN, A BODY POLITIC, AND ITS PROPERTIES AND FACILITIES AND THE ACTIVITIES OF ITS EMPLOYEES RELATED TO THEIR EMPLOYMENT, EXCEPT AS LIMITED HEREIN.

B. THE BOROUGH SHALL HAVE THE RIGHT TO HIRE ALL EMPLOYEES AND TO DETERMINE THEIR QUALIFICATIONS AND CONDITIONS FOR THEIR CONTINUED EMPLOYMENT OR THEIR DISMISSAL, OR DEMOTION, AND TO PROMOTE AND TRANSFER ALL SUCH EMPLOYEES, SUBJECT TO THE NEW JERSEY STATUTES AND THE ADMINISTRATIVE CODE OF THE BOROUGH.

C. THE BOROUGH SHALL HAVE THE RIGHT TO DETERMINE SCHEDULES OF WORK AND THE DUTIES, RESPONSIBILITIES AND ASSIGNMENTS OF ALL EMPLOYEES WITH RESPECT THERETO EXCEPT AS MODIFIED BY THE TERMS OF THIS AGREEMENT.

SECTION 3.

THE EXERCISE OF THE FOREGOING POWERS, RIGHT, AUTHORITY, DUTIES AND RESPONSIBILITIES BY THE BOROUGH, OF ITS DESIGNEE, THE ADOPTION OF POLICIES, RULES, REGULATIONS AND PRACTICES IN FURTHERANCE THEREOF AND THE USE OF JUDGMENT AND DISCRETION IN CONNECTION THERETO SHALL BE LIMITED ONLY BY THE EXTENT SUCH SPECIFIC AND EXPRESSED TERMS ARE IN CONFORMANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, THE CONSTITUTION OF THE STATE OF NEW JERSEY, AND THE CONSTITUTION AND LAWS OF THE UNITED STATES, AND THE PROVISIONS OF THIS CONTRACT.

SECTION 4.

NOTHING CONTAINED HEREIN SHALL BE CONSIDERED TO DENY OR RESTRICT THE BOROUGH, OR ITS DESIGNEES OF THEIR RIGHTS, RESPONSIBILITIES AND AUTHORITY UNDER N.J.S.A. TITLES 40 AND 40A, OR ANY OTHER STATE LAWS OR REGULATIONS.

ARTICLE 3

NO-STRIKE PLEDGE

SECTION 1.

THE UNION COVENANTS AND AGREES THAT DURING THE TERM OF THIS AGREEMENT NEITHER THE UNION NOR ANY PERSON ACTING IN ITS BEHALF WILL CAUSE, AUTHORIZE OR SUPPORT, NOR WILL ANY OF ITS MEMBERS TAKE PART IN ANY STRIKE (I.E., THE CONCERTED FAILURE TO REPORT FOR DUTY, OR CONCERTED WILLFUL ABSENCE OF AN EMPLOYEE FROM HIS DUTIES OF EMPLOYMENT), WORK STOPPAGE, SLOWDOWN, WALK-OUT OR OTHER JOB ACTION AGAINST THE BOROUGH. THE UNION AGREES THAT SUCH ACTION WOULD CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

SECTION 2.

NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT OR RESTRICT THE BOROUGH IN ITS RIGHT TO SEEK AND OBTAIN SUCH JUDICIAL RELIEF AS IT MAY BE ENTITLED TO HAVE IN LAW OR IN EQUITY FOR INJUNCTION OR DAMAGES, OR BOTH, IN THE EVENT OF SUCH BREACH BY THE UNION OR ITS MEMBERS.

## ARTICLE 4

### PROBATIONARY EMPLOYEES

#### SECTION 1.

NEW EMPLOYEES WILL BE REGARDED AS PROBATIONARY FOR THE FIRST NINETY (90) DAYS DURING WHICH TIME THE EMPLOYER CAN REPRIMAND OR DISCHARGE WITHOUT BEING CHALLENGED BY THE UNION. THERE SHALL BE NO RESPONSIBILITY FOR RE-EMPLOYMENT OF PROBATIONARY EMPLOYEES IF THEY ARE DISCHARGED DURING THIS PROBATIONARY PERIOD. THE PROBATIONARY PERIOD MAY BE EXTENDED FORTY FIVE (45) DAYS FOR NEW EMPLOYEES UPON WRITTEN NOTICE TO THE UNION PRESIDENT AND THE EMPLOYEE. THE NOTICE SHALL STATE THE REASON FOR THE EXTENSION.

SECTION 2.

NEWLY PROMOTED EMPLOYEES WILL BE REGARDED AS PROBATIONARY FOR THE FIRST NINETY (90) DAYS IN THE NEW POSITION; THE EMPLOYER CAN RETURN THE EMPLOYEE TO THE LOWER RATED POSITION AND ORIGINAL SALARY RATE PRIOR TO PROMOTION WITHOUT BEING CHALLENGED BY THE UNION. REASONS FOR FAILING A PROBATIONARY PERIOD SHALL BE EXPLAINED TO THE EMPLOYEE. THE PROBATIONARY PERIOD MAY BE EXTENDED FORTY FIVE (45) DAYS FOR NEWLY PROMOTED EMPLOYEES UPON WRITTEN NOTICE TO THE UNION PRESIDENT AND THE EMPLOYEE. THE NOTICE SHALL STATE THE REASON FOR THE EXTENSION.

ARTICLE 5

DISCIPLINE AND DISCHARGE

SECTION 1.

THE BOROUGH SHALL HAVE THE RIGHT TO DISCIPLINE AND DISCHARGE AN EMPLOYEE COVERED BY THIS AGREEMENT FOR CAUSE.

SECTION 2.

THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO EMPLOYEES WHO HAVE NOT COMPLETED THEIR PROBATIONARY PERIOD. IN THE CASE OF DISCHARGE OR DISCIPLINE OF SUCH EMPLOYEES, THEY SHALL NOT BE ENTITLED TO UTILIZE THE GRIEVANCE OR ARBITRATION PROVISIONS OF THE AGREEMENT. THE UNION SHALL BE NOTIFIED OF THE DISCHARGE OF ANY EMPLOYEE, WHICH NOTIFICATION SHALL INCLUDE THE REASON FOR THE ACTION.

SECTION 3.

EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE COMPLETED THEIR PROBATIONARY PERIOD MAY APPEAL SUCH DISCHARGE OR DISCIPLINE AT STEP 2 OF THE GRIEVANCE-ARBITRATION PROVISIONS PROVIDED HEREIN.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### SECTION 1.

THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTIES AGREE THAT THIS PROCEDURE WILL BE KEPT AS INFORMAL AS MAY BE APPROPRIATE.

#### SECTION 2.

NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY EMPLOYEE HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH THE EMPLOYEE'S SUPERVISOR AND HAVING THE GRIEVANCE ADJUSTED WITHOUT THE INTERVENTION OF THE UNION.

#### SECTION 3.

A GRIEVANCE IS DEFINED AS ANY DISPUTE CONCERNING THE INTERPRETATION OR APPLICATION OF THE EXPRESS PROVISIONS OF THIS AGREEMENT. THE PROCEDURE FOLLOWING SHALL BE RESORTED TO AS THE SOLE MEANS OF OBTAINING ADJUSTMENT OF THE GRIEVANCE.

SECTION 4.

FAILURE AT ANY STEP OF THIS PROCEDURE TO COMMUNICATE THE DECISION ON A GRIEVANCE WITHIN THE SPECIFIED TIME LIMITS SHALL PERMIT THE GRIEVANCE TO PROCEED TO THE NEXT STEP. FAILURE AT ANY STEP OF THIS PROCEDURE TO APPEAL A GRIEVANCE TO THE NEXT STEP WITHIN THE SPECIFIED TIME LIMITS SHALL BE DEEMED TO BE A WAIVER OF FURTHER APPEAL OF THE DECISION.

SECTION 5. PROCEDURE

STEP 1. THE GRIEVANCE WHEN IT FIRST ARISES SHALL BE TAKEN UP ORALLY BETWEEN THE EMPLOYEE, THE SHOP STEWARD, AND THE SUPERVISOR. IF NO SATISFACTORY SETTLEMENT IS REACHED, THE GRIEVANCE SHALL BE REDUCED TO WRITING WITHIN THREE (3) WORKING DAYS OF THE INFORMAL CONFERENCE AND SUBMITTED TO THE SUPERVISOR BY THE SHOP STEWARD. THE SUPERVISOR SHALL HAVE FIVE (5) WORKING DAYS FROM RECEIPT OF THE WRITTEN GRIEVANCE TO CONDUCT A CONFERENCE WITH THE EMPLOYEE AND THE SHOP STEWARD. A WRITTEN DECISION SHALL BE GIVEN WITHIN FIVE (5) WORKING DAYS LATER.

STEP 2. IF NO SATISFACTORY SETTLEMENT IS REACHED WITH THE SUPERVISOR, THE UNION SHALL THEN FORWARD THE GRIEVANCE TO THE BOROUGH ADMINISTRATOR WITHIN THREE (3) WORKING DAYS AFTER THE DECISION RENDERED BY THE SUPERVISOR. WITHIN TEN (10) WORKING DAYS THEREAFTER, THE GRIEVANCE SHALL BE DISCUSSED BETWEEN THE BOROUGH ADMINISTRATOR, AND A REPRESENTATIVE OF THE UNION. BOTH PARTIES MAY HAVE UP TO TWO (2) ADDITIONAL PERSONS IN ATTENDANCE, HOWEVER, A GREATER NUMBER OF ATTENDEES FOR BOTH SIDES MAY BE ALLOWED UPON MUTUAL AGREEMENT. A WRITTEN DECISION SHALL BE GIVEN TO THE UNION WITHIN TEN (10) WORKING DAYS THEREAFTER.

STEP 3. A. SHOULD THE AGGRIEVED PERSON BE DISSATISFIED WITH THE BOROUGH'S DECISION, THE UNION HAS TEN (10) WORKING DAYS IN WHICH TO REQUEST SUBMISSION TO ARBITRATION. THE ARBITRATOR SHALL BE CHOSEN FROM A LIST PROVIDED BY PERC (PUBLIC EMPLOYMENT RELATIONS COMMISSION). HOWEVER, NO ARBITRATION HEARING SHALL BE SCHEDULED SOONER THAN THIRTY (30) DAYS AFTER THE FINAL DECISION BY THE BOROUGH.

B. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL SET FORTH THE FINDINGS OF FACT, REASONS AND CONCLUSIONS ON THE ISSUES SUBMITTED. THE ARBITRATOR SHALL HAVE FULL POWER TO HEAR AND DETERMINE THE DISPUTE AND THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING.

C. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CHANGE, MODIFY, ALTER, SUBSTITUTE, ADD TO OR SUBTRACT FROM THE PROVISIONS OF THIS AGREEMENT. NO DISPUTE ARISING OUT OF ANY QUESTION PERTAINING TO THE RENEWAL OF THIS AGREEMENT SHALL BE SUBJECT TO THE ARBITRATION PROVISIONS OF THIS AGREEMENT.

D. THE COSTS FOR THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE BOROUGH AND THE UNION. ALL OTHER EXPENSES INCURRED IN CONNECTION WITH THE ARBITRATION SHALL BE PAID BY THE PARTY INCURRING SAME.

E. THE COST OF THE TRANSCRIPT, IF ANY, WILL BE BORNE BY THE PARTY REQUESTING IT. IF BOTH PARTIES REQUEST A TRANSCRIPT, THE COST WILL BE SHARED EQUALLY.

SECTION 6.

AT EACH STEP OF THE GRIEVANCE PROCEDURE A TRANSMITTAL SHEET WILL BE SIGNED AND DATED BY BOTH THE UNION AND THE EMPLOYER TO INDICATE THE DATE AND TIME OF RECEIPT AND RESPONSE.

ARTICLE 7

UNION STEWARDS

THE UNION HAS THE SOLE RIGHT AND DISCRETION TO DESIGNATE A STEWARD OR ALTERNATE STEWARD AND TO SPECIFY THEIR RESPECTIVE RESPONSIBILITIES AND AUTHORITY TO ACT FOR THE UNION. THE UNION AGREES TO FURNISH THE EMPLOYER WITH THE NAMES OF ITS STEWARD OR ALTERNATE STEWARD. THE UNION FURTHER AGREES TO INFORM THE EMPLOYER OF ANY CHANGES AND TO KEEP SUCH LISTS CURRENT AND CORRECT AT ALL TIMES.

ARTICLE 8

VISITATION OF PREMISES

AUTHORIZED REPRESENTATIVES OF THE UNION SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES OF THE EMPLOYER DURING THE INDIVIDUAL EMPLOYEE'S NON-WORKING HOURS AFTER NOTICE TO THE BOROUGH ADMINISTRATOR OR HIS DESIGNEE FOR THE PURPOSE OF CONDUCTING NORMAL DUTIES RELATIVE TO ENFORCEMENT AND ADMINISTRATION OF THIS AGREEMENT. AUTHORIZED REPRESENTATIVES OF THE UNION WILL NOT INTERFERE WITH EMPLOYEES WORK SCHEDULES WHILE ON THE EMPLOYEES PREMISES.

ARTICLE 9

SENIORITY AND LAYOFF

SECTION 1.

THE EMPLOYER SHALL ESTABLISH AND MAINTAIN A SENIORITY LIST OF EMPLOYEES' NAMES AND DATES OF EMPLOYMENT FROM DATE OF LAST HIRE ON A JOB CLASSIFICATION AND A DEPARTMENT BASIS, WITH THE EMPLOYEE WITH THE LONGEST LENGTH OF CONTINUOUS AND UNINTERRUPTED DEPARTMENT SERVICE TO BE PLACED AT THE TOP OF SAID SENIORITY LIST. THE NAME OF ALL EMPLOYEES WITH SHORTER LENGTH OF CONTINUOUS SERVICE SHALL FOLLOW THE NAME OF SUCH SENIOR EMPLOYEE, IN ORDER, UNTIL THE NAME OF THE EMPLOYEE WITH THE SHORTEST LENGTH OF SERVICE APPEARS AT THE FOOT OF THE LIST. THE SENIORITY OF EACH EMPLOYEE SHALL DATE FROM THE EMPLOYEE'S DATE OF LAST HIRING WITH THE EMPLOYER.

SECTION 2.

OTHER THAN SEASONAL AND PART TIME EMPLOYEES, NEW EMPLOYEES RETAINED BEYOND THE PROBATIONARY PERIOD SHALL BE CONSIDERED REGULAR EMPLOYEES AND THEIR LENGTH OF SERVICE WITH THE EMPLOYER SHALL BEGIN WITH THE ORIGINAL DATE OF THEIR EMPLOYMENT AND THEIR NAMES PLACED ON THE SENIORITY LIST. SUCH SENIORITY LIST SHALL BE KEPT UP TO DATE WITH ADDITIONS AND SUBTRACTIONS AS REQUIRED.

SECTION 3.

AN EMPLOYEE'S SENIORITY SHALL BE BASED UPON THE LENGTH OF CONTINUOUS SERVICE WITH THE BOROUGH COMMENCING WITH THE DATE OF APPOINTMENT TO A REGULAR FULL-TIME OR REGULAR PART-TIME POSITION COVERED BY THIS AGREEMENT. WHERE TWO OR MORE EMPLOYEES WERE APPOINTED ON THE SAME DATE, SENIORITY SHALL BE DETERMINED BY ORDER OF DRAW OF NAMES. TEMPORARY OR INTERMITTENT SERVICE WITH THE BOROUGH SHALL NOT BE CREDITED TOWARD EMPLOYEE SENIORITY WHERE THE INDIVIDUAL IS SUBSEQUENTLY APPOINTED TO A REGULAR FULL-TIME OR REGULAR PART-TIME POSITION. REGULAR PART-TIME SERVICES OF TWENTY (20) OR MORE HOURS PER WEEK SHALL BE CREDITED TOWARD SENIORITY IN PROPORTION TO FULL-TIME SERVICE.

SECTION 4.

IN THE EVENT A LAYOFF BECOMES NECESSARY IN THE EXCLUSIVE JUDGMENT OF THE EMPLOYER, THE EMPLOYER WILL LAY OFF ON THE BASIS OF SENIORITY WITHIN EACH JOB CLASSIFICATION AND DEPARTMENT AFFECTED. EMPLOYEES WILL BE RECALLED BASED ON SENIORITY IN THEIR JOB CLASSIFICATION WITH THE MOST SENIOR EMPLOYEE RECALLED FIRST. THE EMPLOYER SHALL DETERMINE WHETHER LAYOFF OR RECALL SHALL BE LIMITED TO A PART-TIME OR A FULL-TIME EMPLOYEE OR BOTH.

SECTION 5.

SENIORITY RIGHTS ACCRUED TO AN EMPLOYEE UNDER THIS ARTICLE SHALL BE LOST IN THE EVENT OF A BREAK IN CONTINUOUS SERVICE WITH THE EMPLOYER CAUSED BY ANY OF THE FOLLOWING:

- (A) VOLUNTARY QUIT;
- (B) DISCHARGE FOR JUST CAUSE;
- (C) ABSENCE FROM WORK ON THREE (3) CONSECUTIVE WORKING DAYS WITHOUT NOTICE TO THE EMPLOYER IN THE ABSENCE OF JUSTIFIABLE EXCUSE;
- (D) LAYOFF FOR LACK OF WORK FOR MORE THAN TWELVE (12) MONTHS;

- (E) FAILURE TO RETURN TO WORK AFTER THE EXPIRATION OF ANY LEAVE OF ABSENCE;
- (F) FAILURE TO RETURN TO WORK WITHIN TEN (10) CALENDAR DAYS AFTER DATE OF RECEIPT OF A REGISTERED OR CERTIFIED LETTER MAILED TO THE EMPLOYEE AT HIS LAST KNOWN ADDRESS REQUESTING THE EMPLOYEES' RETURN TO WORK. THE DATE OF RECEIPT OF THE REGISTERED OR CERTIFIED LETTER WILL BE DEEMED TO BE THE DATE AS SHOWN ON THE POST OFFICE RETURN RECEIPT CARD. EMPLOYEES MUST, WITHIN FIVE (5) DAYS, NOTIFY THE EMPLOYER OF INTENT TO WORK UPON RECEIPT OF SAID NOTICE OF RECALL.

AN AUTHORIZED LEAVE OF ABSENCE OF MORE THAN THREE MONTHS DURATION OTHER THAN A LEAVE FOR MILITARY SERVICE WILL BE CONSIDERED A BREAK IN CONTINUOUS SERVICE FOR SENIORITY PURPOSES AND ONLY THE FIRST THIRTY (30) DAYS SHALL BE COUNTED TOWARD ACCRUED SENIORITY.

SECTION 6.

WHEN AN EMPLOYEE IS REINSTATED FOLLOWING A LAYOFF FOR REASONS OF ECONOMY TO A POSITION IN THE SAME CLASSIFICATION, HE WILL ENTER THE POSITION AT THE SAME RATE OF PAY AS HE RECEIVED PRIOR TO BEING LAID OFF. HIS SERVICE WILL BE CONSIDERED CONTINUOUS FOR THE PURPOSE OF PROMOTION, LAYOFF, AND VACATION PROVIDING REINSTATEMENT IS WITHIN ONE YEAR OF LAYOFF.

ARTICLE 10

REPRESENTATION FEE

SECTION 1.

SUBJECT TO THE CONDITIONS SET FORTH BELOW, ALL ELIGIBLE NONMEMBER EMPLOYEES IN THIS UNIT WILL BE REQUIRED TO PAY TO THE MAJORITY REPRESENTATIVE A REPRESENTATION FEE IN LIEU OF DUES FOR SERVICES RENDERED BY THE MAJORITY REPRESENTATIVE. NOTHING HEREIN SHALL BE DEEMED TO REQUIRE ANY EMPLOYEE TO BECOME A MEMBER OF THE MAJORITY REPRESENTATIVE.

AMOUNT OF FEE: PRIOR TO THE BEGINNING OF EACH CONTRACT YEAR, THE UNION WILL NOTIFY THE BOROUGH IN WRITING OF THE AMOUNT OF REGULAR MEMBERSHIP DUES CHARGED BY THE UNION TO ITS OWN MEMBERS FOR THAT CONTRACT YEAR, AND THE AMOUNT OF THE REPRESENTATION FEE FOR THAT CONTRACT YEAR. ANY CHANGES IN THE REPRESENTATION FEE STRUCTURE DURING THE CONTRACT YEAR SHALL BE CERTIFIED TO THE BOROUGH THIRTY (30) DAYS IN ADVANCE OF THE REQUESTED DATE OF SUCH CHANGE.

THE REPRESENTATION FEE IN LIEU OF DUES SHALL BE IN AN AMOUNT EQUIVALENT TO THE REGULAR MEMBERSHIP DUES CHARGED BY THE MAJORITY REPRESENTATIVE TO ITS OWN MEMBERS LESS THE COST OF BENEFITS FINANCED THROUGH THE DUES AVAILABLE TO OR BENEFITING ONLY ITS MEMBERS, BUT IN NO EVENT SHALL SUCH FEE EXCEED 85% OF THE REGULAR MEMBERSHIP DUES.

AFTER VERIFICATION BY THE BOROUGH THAT AN EMPLOYEE MUST PAY THE REPRESENTATION FEE, THE BOROUGH WILL DEDUCT THE FEE FOR ALL ELIGIBLE EMPLOYEES IN ACCORDANCE WITH THIS ARTICLE. THE MECHANICS OF THE DEDUCTION OF REPRESENTATION FEES AND THE TRANSMISSION OF SUCH FEES TO THE UNION WILL, AS NEARLY AS POSSIBLE, BE THE SAME AS THOSE USED FOR THE DEDUCTION AND TRANSMISSION OF REGULAR MEMBERSHIP DUES TO THE UNION.

THE BOROUGH SHALL DEDUCT THE REPRESENTATION FEE AS SOON AS POSSIBLE AFTER THE TENTH DAY FOLLOWING RE-ENTRY INTO THIS UNIT FOR EMPLOYEES WHO PREVIOUSLY SERVED IN A POSITION IDENTIFIED AS EXCLUDED OR CONFIDENTIAL OR MANAGERIAL ON THE RE-EMPLOYMENT LIST, FOR EMPLOYEES RETURNING FROM LEAVE WITHOUT PAY, AND FOR PREVIOUS EMPLOYEE MEMBERS WHO BECOME ELIGIBLE FOR THE REPRESENTATION FEE BECAUSE OF NONMEMBER STATUS.

THE BOROUGH SHALL DEDUCT THE REPRESENTATION FEE FROM A NEW EMPLOYEE AS SOON AS POSSIBLE AFTER THIRTY (30) DAYS FROM THE BEGINNING DATE OF EMPLOYMENT IN A POSITION IN THIS UNIT.

SECTION 2.

DEMAND AND RETURN SYSTEM. THE REPRESENTATION FEE IN LIEU OF DUES ONLY SHALL BE AVAILABLE TO THE UNION IF THE PROCEDURES HEREAFTER ARE MAINTAINED BY THE UNION. THE UNION SHALL RETURN ANY PART OF THE REPRESENTATION FEE PAID BY THE EMPLOYEE WHICH REPRESENTS THE EMPLOYEE'S ADDITIONAL PRO RATA SHARE OF EXPENDITURES BY THE UNION THAT IS EITHER IN AID OF ACTIVITIES OR CAUSES OF A PARTISAN POLITICAL OR IDEOLOGICAL NATURE ONLY INCIDENTALLY RELATED TO THE TERMS AND CONDITIONS OF EMPLOYMENT, OR APPLIED TOWARD THE COST OF ANY OTHER BENEFITS AVAILABLE ONLY TO MEMBERS OF THE UNION.

THE EMPLOYEE SHALL BE ENTITLED TO A REVIEW OF THE AMOUNT OF THE REPRESENTATION FEE BY REQUESTING THE UNION TO SUBSTANTIATE THE AMOUNT CHARGED FOR THE REPRESENTATION FEE. THIS REVIEW SHALL BE ACCORDED IN CONFORMANCE WITH THE INTERNAL STEPS AND PROCEDURES ESTABLISHED BY THE UNION. IF THE EMPLOYEE IS DISSATISFIED WITH THE UNION'S DECISION, HE MAY APPEAL TO A THREE MEMBER BOARD ESTABLISHED BY THE GOVERNOR.

THE UNION HEREBY AGREES THAT IT WILL INDEMNIFY AND HOLD THE BOROUGH HARMLESS FROM ANY CLAIMS, ACTIONS OR PROCEEDINGS BROUGHT BY ANY EMPLOYEE IN THE BARGAINING UNIT WHICH ARISES FROM DEDUCTIONS MADE BY THE BOROUGH IN ACCORDANCE WITH THIS PROVISION.

THE UNION FURTHER AGREES THAT IT WILL REIMBURSE THE BOROUGH FOR ANY REASONABLE LEGAL FEES INCURRED AS A RESULT OF THIS AGENCY SHOP PROVISION OF THE COLLECTIVE BARGAINING AGREEMENT.

ARTICLE 11

CHECK OFF OF UNION DUES

SECTION 1.

THE EMPLOYER HEREBY AGREES TO DEDUCT FROM THE WAGES OF EMPLOYEES BY MEANS OF A CHECK-OFF THE DUES UNIFORMLY REQUIRED BY THE LABOR ORGANIZATION PURSUANT TO THE PROVISIONS OF N.J.S.A. 52:14-15 9E. THE EMPLOYER, AFTER WRITTEN AUTHORIZATION FROM EACH INDIVIDUAL EMPLOYEE, AGREES TO DEDUCT FROM THE SALARIES OF SAID EMPLOYEES THEIR MONTHLY DUES. SAID DEDUCTION TO BE MADE FROM THE SECOND SALARY PAID TO EACH EMPLOYEE DURING THE MONTH. IN MAKING THE DEDUCTIONS AND TRANSMITTALS AS ABOVE SPECIFIED THE EMPLOYER SHALL RELY UPON THE MOST RECENT COMMUNICATION FROM THE UNION AS TO THE AMOUNT OF MONTHLY DUES. THE TOTAL AMOUNT SHALL BE PAID TO THE UNION, ALONG WITH A LIST OF EMPLOYEES FOR WHOM DEDUCTION IS MADE, WITHIN FIFTEEN (15) CALENDAR DAYS AFTER SUCH DEDUCTION IS MADE.

ARTICLE 12

JOB POSTING

SECTION 1.

ALL JOB OPENINGS EXCEPT THOSE OF A STATUTORY NATURE WILL BE PROMINENTLY POSTED FOR A PERIOD OF FIVE (5) WORKING DAYS. THE NOTICE SHALL CONTAIN A DESCRIPTION OF THE JOB, THE PAY RATE AND APPROXIMATELY WHEN THE JOB WILL BE AVAILABLE. THE NOTICE SHALL ALSO STATE THE QUALIFICATIONS FOR THE JOB. EMPLOYEES WHO ARE INTERESTED MUST APPLY IN WRITING TO THE APPROPRIATE INDIVIDUAL. THE UNION PRESIDENT SHALL RECEIVE A COPY OF THE NOTICE PRIOR TO THE TIME IT IS POSTED.

SECTION 2.

SELECTIONS SHALL BE MADE ON THE BASIS OF QUALIFICATIONS, ABILITY, AND DEPENDABILITY AND THE EMPLOYER SHALL BE THE SOLE AND EXCLUSIVE JUDGE OF THESE CRITERIA. WHERE QUALIFICATIONS, ABILITY AND DEPENDABILITY ARE RELATIVELY EQUAL, SENIORITY SHALL BE A DETERMINING FACTOR. WHERE A SENIOR APPLICANT IS SELECTED, A JUNIOR EMPLOYEE MAY NOT GRIEVE HIS NON-SELECTION. IN ADJUDGING QUALIFICATIONS THE EMPLOYER RESERVES THE RIGHT TO ADMINISTER WRITTEN AND/OR ORAL EXAMINATIONS PROVIDED EACH APPLICANT IS GIVEN THE SAME EXAMINATION. NOTHING IN THIS ARTICLE SHALL PROHIBIT THE EMPLOYER FROM ADVERTISING, RECRUITING AND INTERVIEWING FOR ANY POSITION FROM OUTSIDE THE BARGAINING UNIT.

SECTION 3.

WHERE NO APPLICANT FROM THE UNIT IS DEEMED QUALIFIED FOR THE POSITION, THE EMPLOYER MAY HIRE AN APPLICANT FROM OUTSIDE THE UNIT.

SECTION 4.

THE BOROUGH ADMINISTRATOR MAY REQUIRE A JOB APPLICANT TO SUBMIT TO A PHYSICAL EXAMINATION BY THE BOROUGH PHYSICIAN OR A DESIGNATED ALTERNATE AT THE BOROUGH'S EXPENSE AFTER AN OFFER OF EMPLOYMENT HAS BEEN MADE. AT HIS DISCRETION, THE BOROUGH ADMINISTRATOR MAY REQUIRE PSYCHOLOGICAL AND/OR PSYCHIATRIC EXAMINATIONS BY A PSYCHOLOGIST OR PSYCHIATRIST WHOM HE DESIGNATES.

ARTICLE 13

HOURS OF WORK AND OVERTIME

SECTION 1.

THE REGULAR WORK WEEK FOR FULL-TIME NON-SHIFT EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE THIRTY-FIVE (35) HOURS. THE REGULAR WORK DAY FOR FULL-TIME NON--SHIFT EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE SEVEN (7) HOURS. PART-TIME NON-SHIFT EMPLOYEES HAVE A REGULAR WORK WEEK OF LESS THAN THIRTY-FIVE (35) HOURS. THE EXACT HOURS FOR PARTICULAR EMPLOYEES SHALL BE ESTABLISHED BY THE EMPLOYER AND CANNOT BE VARIED WITHOUT THE AUTHORIZATION AND APPROVAL OF THE BOROUGH ADMINISTRATOR.

POLICE TELECOMMUNICATIONS OPERATORS COVERED BY THIS AGREEMENT SHALL WORK THE NUMBER OF DAYS AND HOURS PER DAY AS SCHEDULED BY THE CHIEF OF POLICE ACCORDING TO THE NEEDS OF THE POLICE DEPARTMENT.

SECTION 2. COMPENSATORY TIME

A. EMPLOYEES SHALL BE COMPENSATED FOR OVERTIME WORK, WHEN SUCH WORK HAS BEEN AUTHORIZED BY THE SUPERVISOR, BY MEANS OF EITHER COMPENSATORY TIME OFF FROM THE REGULAR DUTY HOURS OR BY MONETARY COMPENSATION AT THE DISCRETION OF THE EMPLOYER. ONLY AFTER THE EMPLOYEE HAS WORKED THE NORMAL 7 HOURS IN ANY ONE WORK DAY OR THE NORMALLY PRESCRIBED WORK WEEK OF 35 HOURS, SHALL OVERTIME COMPENSATION OR COMPENSATORY TIME OFF TAKE EFFECT. SAID OVERTIME COMPENSATION OR COMPENSATORY TIME OFF SHALL BE AT THE STRAIGHT TIME RATE. HOLIDAYS AND VACATION DAYS SHALL BE COUNTED TOWARD THE NORMAL WORK WEEK, AND AS CONSECUTIVE WORK DAY.

B. AUTHORIZED OVERTIME COMPENSATION OR COMPENSATORY TIME OFF COMPENSATION SHALL BE COMPUTED ON THE BASIS OF STRAIGHT TIME; EXCEPT THAT WHEN AN EMPLOYEE IS REQUIRED TO WORK ON SATURDAY OR WORKS OVER 40 HOURS IN A GIVEN WORK WEEK OVERTIME COMPENSATION OR COMPENSATORY TIME OFF SHALL BE GRANTED AT THE RATE OF TIME AND ONE-HALF. IF WORK IS REQUIRED ON SUNDAY, THE COMPENSATORY TIME WILL BE GRANTED AT THE RATE OF DOUBLE TIME.

C. REQUESTS FOR COMPENSATORY TIME OFF SHALL BE MADE TO THE SUPERVISOR AND SHALL BE ACCOMPANIED BY AN ACCURATE RECORD INCLUDING: THE DATE THE OVERTIME WORK HAS ACCRUED, NATURE OF THE WORK, AND THE AMOUNT OF TIME WORKED. NO COMPENSATORY TIME OFF SHALL BE GRANTED WITHOUT THE PRIOR APPROVAL OF THE SUPERVISOR AND THE BOROUGH ADMINISTRATOR. THE EMPLOYER RESERVES THE RIGHT TO COMPENSATE EMPLOYEES COVERED UNDER THIS AGREEMENT FOR OVERTIME WORKED BY EITHER MONETARY COMPENSATION OR COMPENSATORY TIME OFF OR BOTH.

D. COMPENSATORY TIME OFF, WHICH SHALL NOT BE RETROACTIVE, SHALL NOT BE CHARGEABLE TO ANNUAL VACATION LEAVE, AND MUST BE USED WITHIN FORTY-FIVE (45) DAYS OF THE DATE IT WAS EARNED. THE BOROUGH ADMINISTRATOR MAY GRANT AN EXTENSION IN REGARDS TO THE TIME PERIOD IF THERE IS GOOD REASON. COMPENSATORY TIME NOT USED WITHIN THE FORTY-FIVE DAY TIME PERIOD SHALL BE PAID TO THE EMPLOYEE IN THE FORM OF MONETARY COMPENSATION IN THE MONTH OF DECEMBER.

E. EMPLOYEES WILL NOT BE ALLOWED TO ACCRUE MORE THAN 21 HOURS OF COMPENSATORY TIME. ANY COMPENSATORY TIME ACCRUED ABOVE THE 21 HOUR LIMIT SHALL BE PAID TO THE EMPLOYEE IN THE FORM OF MONETARY COMPENSATION. COMPENSATORY TIME SHALL NOT BE GRANTED FOR MORE THAN TWO CONSECUTIVE DAYS EITHER ALONE OR IN CONJUNCTION WITH VACATION OR A HOLIDAY.

F. PART-TIME EMPLOYEES WHO WORK LESS THAN 35 HOURS PER WEEK SHALL NOT BE ENTITLED TO COMPENSATORY TIME. WORK DONE BY PART-TIME EMPLOYEES IN EXCESS OF 35 HOURS SHALL MAKE EMPLOYEES ELIGIBLE FOR COMPENSATORY TIME OFF AS SET FORTH IN SUB-PARAGRAPHS A, B, C, D, AND E ABOVE.

SECTION 3.

THE EMPLOYER RESERVES THE RIGHT TO USE TIME CLOCKS AS A METHOD OF RECORDING TIME WORKED.

SECTION 4.

OVERTIME NECESSARY TO PROVIDE COVERAGE IN THE ABSENCE OF A TELECOMMUNICATIONS OPERATOR SHALL BE OFFERED FIRST TO OTHER TELECOMMUNICATIONS OPERATORS WITH THE FOLLOWING STIPULATIONS:

- A. IN NO EVENT SHALL A TELECOMMUNICATIONS OPERATOR WORK BACK-TO-BACK SHIFTS.
- B. OVERTIME WILL BE DISTRIBUTED AS EQUALLY AS PRACTICAL AMONG ALL TELECOMMUNICATIONS OPERATORS.
- C. NO TELECOMMUNICATIONS OPERATOR WHO IS ABSENT FROM DUTY DUE TO SICKNESS SHALL BE OFFERED OVERTIME.
- D. IN THE EVENT THERE IS A POLICE OFFICER ON LIGHT DUTY STATUS, THE CHIEF OF POLICE SHALL HAVE THE OPTION OF UTILIZING THAT OFFICER FOR TELECOMMUNICATIONS DUTIES.
- E. ANY OVERTIME REQUIRED SHALL BE FIRST OFFERED TO ANY PART TIME TELECOMMUNICATIONS OFFICERS.

ARTICLE 14

VACATIONS AND LEAVES OF ABSENCE

SECTION 1.

FULL-TIME EMPLOYEES SHALL EARN VACATION ON THE BASIS OF THE FOLLOWING SCHEDULE:

A. ONE WEEK PAID VACATION AFTER SIX MONTHS OF CONTINUOUS SERVICE, BUT LESS THAN ONE YEAR CONTINUOUS SERVICE.

B. TWO WEEKS PAID VACATION IN EACH YEAR BEGINNING IN THE CALENDAR YEAR IN WHICH THE EMPLOYEE COMPLETES ONE YEAR OF CONTINUOUS SERVICE TO AND INCLUDING THE CALENDAR YEAR IN WHICH THE EMPLOYEE COMPLETES SIX (6) YEARS OF CONTINUOUS SERVICE.

C. THREE WEEKS PAID VACATION IN EACH YEAR BEGINNING IN THE CALENDAR YEAR IN WHICH THE EMPLOYEE COMPLETES SEVEN (7) YEARS OF CONTINUOUS SERVICE.

D. FOUR WEEKS PAID VACATION IN EACH YEAR BEGINNING IN THE CALENDAR YEAR IN WHICH THE EMPLOYEE COMPLETES TWELVE (12) YEARS OF CONTINUOUS SERVICE.

E. FIVE WEEKS PAID VACATION IN EACH YEAR BEGINNING IN THE CALENDAR YEAR IN WHICH THE EMPLOYEE COMPLETES TWENTY-ONE (21) YEARS OF CONTINUOUS SERVICE.

F. FOR PURPOSES OF EARNING VACATION LEAVE ANYONE WHOSE DATE OF EMPLOYMENT FALLS BETWEEN JANUARY 1 AND OCTOBER 1 IS ENTITLED TO COUNT THAT PERIOD AS A YEAR SERVICE. VACATION SHALL BE COMPUTED ON A CALENDAR YEAR BASIS, (I.E. JANUARY 1 TO DECEMBER 31).

SECTION 2.

EMPLOYEES SHALL NOT BE ELIGIBLE TO TAKE EARNED VACATION LEAVE UNLESS THEY HAVE BEEN EMPLOYED FOR SIX CONSECUTIVE MONTHS. PART-TIME AND TEMPORARY EMPLOYEES SHALL NOT BE ELIGIBLE FOR VACATION LEAVE. A PERSON EMPLOYED BEFORE THE 15TH OF THE MONTH SHALL BE CONSIDERED TO HAVE BEEN EMPLOYED FOR THE ENTIRE MONTH.

SECTION 3.

VACATION TIME MUST BE USED IN THE CURRENT YEAR AND CANNOT BE ACCUMULATED.

SECTION 4.

VACATION LEAVE, WHICH SHALL BE SCHEDULED SUBJECT TO THE APPROVAL OF THE SUPERVISOR, MAY BE TAKEN IN UNITS OF FULL DAYS. VACATION LEAVE IN UNITS OF LESS THAN FULL DAYS MAY BE TAKEN ONLY WITH THE APPROVAL OF THE BOROUGH ADMINISTRATOR.

SECTION 5.

AT THE TIME OF SEPARATION FROM SERVICE, THE EMPLOYEE SHALL BE ENTITLED IN TIME OR IN PAY TO ANY FULL DAY'S VACATION ACCUMULATED AND NOT PREVIOUSLY USED IN EXCESS OF THIRTY (30) DAYS. AN EMPLOYEE TERMINATED FOR CAUSE SHALL HAVE THEIR ALLOTTED VACATION DAYS PRORATED.

SECTION 6.

EMPLOYEES SHALL NOT BE PAID FOR VACATION LEAVE EARNED AND NOT USED DURING ANY GIVEN YEAR, EXCEPT AT THE TERMINATION OF EMPLOYMENT.

SECTION 7.

NO EMPLOYEE SHALL BE PERMITTED TO WAIVE VACATION FOR THE PURPOSE OF RECEIVING DOUBLE PAY. VACATION TIME COMPENSATED FOR UNDER THIS ARTICLE SHALL BE CALCULATED AT THE RATE AT WHICH IT WAS EARNED.

SECTION 8.

IN PREPARING THE VACATION SCHEDULE, THE EMPLOYER SHALL ENDEAVOR TO ASSIGN VACATIONS ON THE BASIS OF SENIORITY. IT IS SPECIFICALLY AGREED, HOWEVER, THAT THE ASSIGNMENT OF ALL VACATIONS SHALL BE DETERMINED BY THE EMPLOYER WITH DUE REGARD TO ITS EFFICIENT OPERATION.

ARTICLE 15

HOLIDAYS

SECTION 1.

THE FOLLOWING OFFICIAL HOLIDAYS WITH PAY SHALL BE OBSERVED BY THE BOROUGH UNLESS AN ALTERNATE DAY OF OBSERVANCE IS DIRECTED BY THE MAYOR AND COUNCIL: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, GENERAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER THANKSGIVING.

SECTION 2.

IF A HOLIDAY FALLS ON A SATURDAY OR SUNDAY, IT MAY BE CELEBRATED AND COMPENSATED ACCORDINGLY ON THE WORK DAY PRECEDING OR THE WORK DAY FOLLOWING SUCH HOLIDAY AT THE DISCRETION OF THE EMPLOYER

SECTION 3.

WHERE IT IS NECESSARY TO MAINTAIN REGULAR SERVICE REQUIRING AN EMPLOYEE TO WORK ON AN OFFICIAL HOLIDAY, SUCH EMPLOYEE EXCEPT DISPATCHERS SHALL BE COMPENSATED BY RECEIVING TWO AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR RATE, WHICH SHALL INCLUDE THE HOLIDAY PAY. DISPATCHERS WHO WORK ON OFFICIAL HOLIDAYS SHALL RECEIVE A DAY OFF WITH PAY AT THE DISCRETION OF THE CHIEF OF POLICE WITH THE EXCEPTION OF CHRISTMAS AND THANKSGIVING WHICH SHALL BE COMPENSATED AT THE RATE OF TIME AND ONE-HALF

SECTION 4.

IN THE EVENT THAT AN OFFICIAL HOLIDAY IS OBSERVED DURING AN EMPLOYEE'S VACATION, HE SHALL BE ENTITLED TO AN ADDITIONAL VACATION DAY, AND SHOULD AN OFFICIAL HOLIDAY OCCUR WHILE AN EMPLOYEE IS ON SICK LEAVE, HE SHALL NOT HAVE THAT HOLIDAY CHARGED AGAINST HIS SICK LEAVE.

SECTION 5.

TO BE ELIGIBLE TO RECEIVE HOLIDAY PAY AN EMPLOYEE MUST BE A FULL TIME EMPLOYEE AND WORK HIS REGULARLY SCHEDULED WORK DAY BEFORE THE HOLIDAY AND HIS REGULARLY SCHEDULED WORK DAY AFTER THE HOLIDAY, UNLESS HE HAS BEEN EXCUSED BY HIS SUPERVISOR OR UNLESS HIS SUPERVISOR IS SATISFIED THAT HIS ABSENCE WAS JUSTIFIED.

SECTION 6.

UPON SATSIFACTORY COMPLETION OF SIX MONTHS OF CONTINUOUS SERVICE, PART-TIME EMPLOYEES SHALL BE COMPENSATED FOR THE THANKSGIVING AND CHRISTMAS HOLIDAYS. THE NUMBER OF HOURS COMPENSATED PER HOLIDAY SHALL BE BASED UPON THE HOURS WORKED DURING THE EMPLOYEE'S REGULARLY SCHEDULED WORKDAY.

ARTICLE 16

SICK LEAVE

SECTION 1

AS USED IN THIS SECTION, "SICK LEAVE" MEANS PAID LEAVE THAT MAY BE GRANTED TO EACH FULL-TIME EMPLOYEE WHO THROUGH SICKNESS OR INJURY BECOMES INCAPACITATED TO A DEGREE THAT MAKES IT IMPOSSIBLE FOR HIM TO PERFORM THE DUTIES OF HIS POSITION OR WHO IS QUARANTINED BY A PHYSICIAN BECAUSE HE HAS BEEN EXPOSED TO A CONTAGIOUS DISEASE. TEMPORARY EMPLOYEES ARE NOT ELIGIBLE FOR SICK LEAVE.

SECTION 2.

ALL FULL TIME EMPLOYEES HIRED BEFORE JANUARY 1, 1995 SHALL BE ENTITLED TO FOURTEEN (14) WORKING DAYS OF SICK LEAVE WITH PAY PER YEAR IN EACH CALENDAR YEAR, AFTER THEY HAVE COMPLETED SIX MONTHS OF SATISFACTORY CONTINUOUS SERVICE. ALL FULL TIME EMPLOYEES HIRED AFTER JANUARY 1, 1995 SHALL BE ENTITLED TO TWELVE (12) WORKING DAYS OF SICK LEAVE WITH PAY PER YEAR IN EACH CALENDAR YEAR, AFTER THEY HAVE COMPLETED SIX MONTHS OF SATISFACTORY CONTINUOUS SERVICE. ALL FULL TIME EMPLOYEES HIRED AFTER JANUARY 1, 1998 SHALL BE ENTITLED TO TEN (10) WORKING DAYS OF SICK LEAVE WITH PAY PER YEAR IN EACH CALENDAR YEAR, AFTER THEY HAVE COMPLETED SIX MONTHS OF SATISFACTORY CONTINUOUS SERVICE. EFFECTIVE JANUARY 1, 1995 PART TIME EMPLOYEES SHALL BE ENTITLED TO THREE (3) WORKING DAYS OF SICK LEAVE WITH PAY PER YEAR IN EACH CALENDAR YEAR, AFTER THEY HAVE COMPLETED SIX MONTHS OF SATISFACTORY CONTINUOUS SERVICE. THE NUMBER OF HOURS ALLOTTED PER SICK DAY SHALL BE BASED UPON THE HOURS WORKED DURING THE EMPLOYEES' REGULARLY SCHEDULED WORKDAY.

SECTION 3.

SICK LEAVE SHALL BE GRANTED TO AN EMPLOYEE ONLY WHEN THE EMPLOYEE IS INCAPACITATED FROM THE PERFORMANCE OF DUTIES BY PERSONAL SICKNESS, INJURY, EXPOSURE TO A CONTAGIOUS DISEASE, OR A QUARANTINE BY PUBLIC HEALTH AUTHORITIES. SICK LEAVE MAY NOT BE GRANTED FOR SELF-IMPOSED INJURY, ILLNESS OR DISABILITY, FROM EMPLOYEE MISCONDUCT OR FROM THE USE OF ALCOHOL, DRUGS AND SHALL NOT BE CONSIDERED PROPER CLAIM FOR LEAVE UNDER THIS SECTION.

SECTION 4.

EMPLOYEES WHO ARE GOING TO BE ABSENT DUE TO SICKNESS OR INJURY SHALL REPORT THEIR ABSENCE TO THEIR SUPERVISOR OR THE BOROUGH ADMINISTRATOR AS CLOSE TO THE START OF THEIR SHIFT AS POSSIBLE IN ORDER TO BE ELIGIBLE FOR PAID SICK LEAVE. NOTIFICATION SHALL INCLUDE THE GENERAL NATURE OF THE ILLNESS OR INJURY, LENGTH OF ANTICIPATED ABSENCE, EXPECTED DATE OF RETURN AND LOCATION DURING ILLNESS. AN EMPLOYEE SHOULD NOTIFY HIS OR HER DEPARTMENT HEAD EACH DAY HE OR SHE IS OUT OF WORK DUE TO ILLNESS OR INJURY UNLESS OTHER ARRANGEMENTS HAVE BEEN CONFIRMED WITH THE DEPARTMENT HEAD.

SECTION 5.

AN EMPLOYEE SHALL BE REQUIRED TO SUBMIT SATISFACTORY PROOF OF ILLNESS SUCH AS A CERTIFICATE FROM A PHYSICIAN RELATING TO HIS ILLNESS WHEN ABSENT FOR THREE (3) OR MORE CONSECUTIVE DAYS. IN THE CASE OF ILLNESS OF A CHRONIC OR RECURRING NATURE OR AFTER A SERIES OF REPEATED ABSENCES DURING THE YEAR OR AFTER AN EMPLOYEE'S PERIODIC OR REPEATED ABSENCE FOR ONE DAY OR LESS, THE EMPLOYER MAY REQUIRED A MEDICAL CERTIFICATE FOR EACH ABSENCE. AN EMPLOYEE CAN ALSO BE REQUIRED TO PROVIDE A PHYSICIAN'S CERTIFICATE REGARDING HIS OR HER FITNESS TO RETURN TO DUTY BEFORE THE EMPLOYEE RETURNS TO WORK. THE EMPLOYER CAN REQUIRE AN EMPLOYEE OUT SICK OR INJURED TO BE EXAMINED AT EMPLOYER EXPENSE BY A PHYSICIAN DESIGNATED BY THE EMPLOYER.

SECTION 6.

IF A PATTERN OF SICK LEAVE ABUSE EXISTS AS DETERMINED BY THE EMPLOYER OF WHICH THE EMPLOYEE HAS BEEN WARNED IN WRITING, THE EMPLOYER MAY TAKE THE APPROPRIATE DISCIPLINARY ACTION INCLUDING, BUT NOT LIMITED TO SUSPENSION OR DISCHARGE.

SECTION 7.

SICK LEAVE CAN BE ACCUMULATED UP TO A MAXIMUM OF 100 WORKING DAYS IF REQUIRED, BUT SICK LEAVE MAY NOT BE USED IN ADVANCE OF ITS ACCRUAL.

SECTION 8.

ACCUMULATED SICK LEAVE MAY BE USED BY AN EMPLOYEE FOR PERSONAL ILLNESS, ILLNESS IN HIS IMMEDIATE FAMILY (NOT TO EXCEED FIVE (5) WORKING DAYS IN ONE CALENDAR YEAR WITHOUT THE APPROVAL OF THE BOROUGH ADMINISTRATOR), QUARANTINE RESTRICTIONS, PREGNANCY, OR DISABLING INJURIES. FOR PURPOSES OF SICK LEAVE, "IMMEDIATE FAMILY" SHALL MEAN AND REFER TO THE EMPLOYEE'S SPOUSE, CHILD, AND HIS OR HER SPOUSE'S PARENT OR HIS UNMARRIED BROTHER OR SISTER OR OTHER MEMBER OF THE IMMEDIATE HOUSEHOLD. THE BOROUGH ADMINISTRATOR MAY REQUIRE PROOF OF ILLNESS FOR LEAVE TAKEN IN THE CASE OF AN ILLNESS OF AN IMMEDIATE FAMILY MEMBER.

SECTION 9.

WHENEVER AN EMPLOYEE PAID ON EITHER FULL-TIME ANNUAL SALARY OR A FULL-TIME HOURLY BASIS IS DISABLED TO SUCH EXTENT AS DETERMINED BY THE BOROUGH ADMINISTRATOR FROM TIME TO TIME, EITHER THROUGH INJURY OR ILLNESS NOT AS A RESULT OF OR ARISING OUT OF HIS OR HER EMPLOYMENT BY THE BOROUGH AS ATTESTED TO BY THE CERTIFICATE OF THE BOROUGH OR ATTENDING PHYSICIAN, HE OR SHE MAY BE GRANTED IN ADDITION TO ANY ANNUAL SICK LEAVE TO WHICH THE EMPLOYEE IS ENTITLED UPON ADOPTION OF A RESOLUTION BY THE MAYOR AND COUNCIL, LEAVE OF ABSENCE WITH PAY BASED ON THE FOLLOWING SCHEDULE:

<u>LENGTH OF SERVICE</u>	<u>MAXIMUM NUMBER OF WEEKS</u>	
	<u>FULL SALARY</u>	<u>HALF</u>
<u>SALARY</u>		
LESS THAN 2 YEARS	1 WEEK	5 WEEKS
2 BUT LESS THAN 5 YEARS	3 WEEKS	3 WEEKS
5 BUT LESS THAN 10 YEARS	3 WEEKS	6 WEEKS
10 BUT LESS THAN 15 YEARS	3 WEEKS	9 WEEKS
15 BUT LESS THAN 20 YEARS	6 WEEKS	6 WEEKS
20 BUT LESS THAN 25 YEARS	9 WEEKS	3 WEEKS
25 YEARS OR MORE	12 WEEKS	NONE

SECTION 10.

THE BOROUGH ADMINISTRATOR MAY SCHEDULE MEDICAL EXAMINATIONS FOR ALL BOROUGH EMPLOYEES ANNUALLY, OR MORE FREQUENTLY IF REQUIRED. THE BOROUGH ADMINISTRATOR MAY SCHEDULE A PSYCHOLOGICAL EXAMINATION OR PSYCHOLOGICAL COUNSELING FOR BOROUGH EMPLOYEES WITH THE CONSENT OF THE UNION PRESIDENT.

SECTION 11.

ACCUMULATED SICK DAYS SHALL BE PAID AT THE RATE SICK TIME WAS EARNED AND NOT TO EXCEED 100 DAYS IN THE FOLLOWING MANNER.

A. FOR FULL TIME EMPLOYEES UPON TERMINATION OF EMPLOYMENT IN GOOD STANDING TWENTY PERCENT (20%) OF SAID ACCUMULATED DAYS.

B. FOR FULL TIME EMPLOYEES HIRED BEFORE JANUARY 1, 1992 UPON DEATH, RETIREMENT OR PERMANENT DISABILITY, FIFTY PERCENT (50%) OF SAID ACCUMULATED DAYS TO A MAXIMUM FIGURE OF TWELVE THOUSAND DOLLARS (\$12,000).

C. FOR FULL TIME EMPLOYEES HIRED AFTER JANUARY 1, 1992, UPON DEATH, RETIREMENT OR PERMANENT DISABILITY, FIFTY PERCENT (50%) OF SAID ACCUMULATED DAYS TO A MAXIMUM FIGURE OF FOUR THOUSAND FIVE HUNDRED DOLLARS (4,500.00).

SECTION 12.

A SICK LEAVE INCENTIVE BONUS SHALL BE PAID ANNUALLY AS FOLLOWS:

- (A) 0-2 SICK DAYS ABSENT FROM WORK DUE TO SICKNESS IN ANY CALENDAR YEAR – TWO HUNDRED DOLLARS (\$200.00) BONUS
- (B) 3-5 SICK DAYS ABSENT FROM WORK DUE TO SICKNESS IN ANY CALENDAR YEAR – ONE HUNDRED DOLLAR (\$100.00) BONUS

ARTICLE 17

BEREAVEMENT LEAVE

SECTION 1.

ALL FULL TIME EMPLOYEES ARE ENTITLED TO USE UP TO THREE (3) BEREAVEMENT DAYS LEAVE WITH PAY. BEREAVEMENT DAYS SHALL BE PERMITTED UPON EACH DEATH OCCURRING IN THE EMPLOYEE'S IMMEDIATE FAMILY, DEFINED AS: SPOUSE, CHILDREN PARENTS (PARENTAL IN-LAWS), BROTHER SISTER, OR ANY OTHER PERSON IF LIVING AS A MEMBER OF THE EMPLOYEE'S IMMEDIATE HOUSEHOLD. ALL FULL TIME EMPLOYEES ARE ENTITLED TO USE ONE (1) BEREAVEMENT DAY LEAVE WITH PAY FOR THE DEATH OF BROTHER-IN-LAW AND SISTER-IN-LAW.

SECTION 2.

THE EMPLOYEE'S IMMEDIATE SUPERVISOR MUST BE NOTIFIED WHEN THE EMPLOYEE IS ABSENT FOR BEREAVEMENT REASONS. REASONABLE PROOF OF DEATH AND RELATIONSHIP MAY BE REQUIRED BY THE EMPLOYER.

ARTICLE 18

PERSONAL LEAVE

SECTION 1.

ALL FULL TIME EMPLOYEES MAY BE GRANTED TWO (2) PERSONAL LEAVE DAYS FOR THE TRANSACTION OF PERSONAL BUSINESS SUBJECT TO THE APPROVAL OF THE SUPERVISOR. PART TIME AND TEMPORARY EMPLOYEES ARE NOT ELIGIBLE FOR PERSONAL LEAVE.

SECTION 2.

PERSONAL LEAVE DAYS WITH PAY SHALL NOT BE GRANTED THE DAY BEFORE OR THE DAY FOLLOWING ANY PAID HOLIDAY OR VACATION PERIOD, AND MAY NOT BE ACCUMULATED BEYOND THE CALENDAR YEAR.

SECTION 3.

PERSONAL DAYS SHALL NOT BE TAKEN IN INCREMENTS SMALLER THAN 1/2 DAY (3-1/2 HRS). ANY TIME TAKEN OVER 3-1/2 HOURS SHALL BE COUNTED AS ONE WHOLE DAY.

ARTICLE 19

FAMILY LEAVE ACT

EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO UNPAID LEAVE PURSUANT TO THE PROVISIONS OF THE FAMILY AND MEDICAL LEAVE ACT. REQUESTS FOR SUCH LEAVE MUST BE MADE BY THE EMPLOYEE IN WRITING TO THE BOROUGH ADMINISTRATOR.

THE EMPLOYER MAY REQUEST ACCEPTABLE CERTIFICATION FROM AN APPROPRIATE LICENSED INDIVIDUAL OR AGENCY WHICH SUPPORTS THE EMPLOYEES REQUEST.

AN EMPLOYEE MAY USE ACCRUED LEAVE TIME (E.G. SICK OR VACATION) FOR FAMILY LEAVE PURPOSES. HOWEVER, THE EMPLOYEE SHALL NOT BE REQUIRED TO EXHAUST ACCRUED LEAVE BEFORE TAKING A LEAVE WITHOUT PAY FOR FAMILY LEAVE.

ARTICLE 20

VETERANS RIGHTS AND BENEFITS

A. THE SENIORITY RIGHTS OF ALL EMPLOYEES WHO ENLIST OR WHO ARE DRAFTED PURSUANT TO AN APPROPRIATE LAW NOW IN FORCE, OR TO BE ENACTED, SHALL BE MAINTAINED DURING SUCH PERIOD OF MILITARY SERVICE. EACH SERVICE EMPLOYEE SHALL HAVE THE RIGHT TO REINSTATEMENT TO HIS FORMER POSITION OR TO A POSITION OF EQUAL STATUS, AT THE SALARY RATE PREVIOUSLY RECEIVED BY HIM AT THE TIME OF INDUCTION INTO MILITARY SERVICE, TOGETHER WITH ALL SALARY INCREASES GRANTED BY THE EMPLOYER TO SAID EMPLOYEE'S PREVIOUS POSITION DURING THE PERIOD OF SUCH MILITARY SERVICE.

B. SUCH REINSTATEMENT OF VETERANS SHALL BE UPON APPLICATION THEREFORE MADE WITHIN NINETY (90) DAYS AFTER SUCH EMPLOYEE IS HONORABLY DISCHARGED FROM SERVICE. THIS CLAUSE SHALL BE SUBJECT TO ALL PERTINENT AND APPLICABLE PROVISIONS OF THE SELECTIVE TRAINING AND SERVICE ACT, AS AMENDED.

C. THE EMPLOYER AGREES TO ALLOW THE NECESSARY TIME FOR ANY EMPLOYEE IN THE RESERVES TO PERFORM HIS DUTIES WHEN CALLED WITHOUT IMPAIRMENT OF HIS SENIORITY RIGHTS.

D. THE EMPLOYER AGREES TO PERMIT AN EMPLOYEE TO REPORT FOR A PHYSICAL EXAMINATION FOR MILITARY SERVICE AND TO SUFFER NO LOSS IN PAY FOR ANY REASONABLE TIME INVOLVED.

ARTICLE 21

JURY DUTY

AN EMPLOYEE WHO IS CALLED FOR JURY DUTY SHALL BE PAID THE DIFFERENCE BETWEEN THE DAILY FEE ALLOWED BY THE COURT AND THE EMPLOYEES NORMAL WORK HOURS OF STRAIGHT TIME PAY FOR SCHEDULED WORKING TIME LOST. IF THE EMPLOYEE IS EXCUSED FROM JURY DUTY AT OR BEFORE 12:00 NOON, THE EMPLOYEE MUST REPORT TO HIS WORK ASSIGNMENT. DOCUMENTATION MAY BE REQUIRED TO SUBSTANTIATE REQUEST FOR PAYMENT UNDER THIS ARTICLE.

ARTICLE 22

WAGES AND LONGEVITY

SECTION 1.

EFFECTIVE JANUARY 1, 2003 THE BASE SALARIES OF FULL TIME PERMANENT EMPLOYEES SHALL BE RAISED BY \$1150.00. EFFECTIVE JANUARY 1, 2004 THE BASE SALARIES OF FULL TIME PERMANENT EMPLOYEES SHALL BE RAISED BY \$1250.00. EFFECTIVE JANUARY 1, 2005 THE BASE SALARIES OF FULL TIME PERMANENT EMPLOYEES SHALL BE RAISED BY \$1250.00.

SECTION 2.

THE ANNUAL RANGES OF COMPENSATION FOR FULL TIME PERMANENT EMPLOYEES SHALL BE RESPECTIVELY AS FOLLOWS:

<u>POSITION</u>	<u>RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
SECRETARY, OFFICE ASSISTANT, REGISTRAR OF VITAL STATISTICS	\$16,000	\$26,000
DEPUTY COURT ADMINISTRATOR, SENIOR DEPUTY COURT ADMINISTRATOR	\$16,000	\$26,000
ACCOUNTING/TAX CLERK	\$22,000	\$30,000
TELECOMMUNICATIONS OPERATOR	\$20,000	\$28,000
HEAD TELECOMMUNICATIONS OPERATOR	\$25,000	\$40,000

SECTION 3.

THE HOURLY RANGE OF COMPENSATION FOR PART TIME PERMANENT EMPLOYEES SHALL BE RESPECTIVELY AS FOLLOWS:

<u>POSITION</u>	<u>RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
PART TIME CLERKS AND SECRETARIES	\$8.00	\$14.00

SECTION 4.

UNLESS OTHERWISE PROVIDED FOR ALL NEW EMPLOYEES OR NEWLY PROMOTED EMPLOYEES SHALL BE PAID AT THE MINIMUM RATE OF THE SALARY RANGE FOR THE POSITION TO WHICH THEY ARE HIRED. HOWEVER, THE BOROUGH ADMINISTRATOR MAY HIRE A PROSPECTIVE EMPLOYEE WHO POSSESSES QUALIFICATIONS THAT ARE GREATER THAN THE MINIMUM QUALIFICATIONS FOR THE POSITION AT A RATE ABOVE THE MINIMUM RATE, BUT IN NO CASE SHALL A NEW EMPLOYEE BE HIRED AT A RATE WHICH IS GREATER THAN THAT OF A CURRENT EMPLOYEE IN THE SAME RANGE.

SECTION 5.

ALL FULL TIME EMPLOYEES HIRED BEFORE JANUARY 1, 1993 SHALL BE ENTITLED TO A LONGEVITY PAYMENT THAT SHALL BE PAID IN MID DECEMBER OF EACH YEAR BASED UPON THEIR ANNIVERSARY DATE OCCURRING DURING THE PREVIOUS TWELVE (12) MONTHS. SAID LONGEVITY PAYMENTS SHALL BE MADE IN LUMP SUM PAYMENTS BASED UPON THE BASIC WAGE RATE EARNINGS FOR THE YEAR, LESS EXTENDED SICK LEAVE, LEAVE OF ABSENCE AND OVERTIME PAYMENTS BASED UPON THE FOLLOWING FORMULA:

FOUR (4) YEARS	3.5%
SIX (6) YEARS	4%
EIGHT (8) YEARS	4.5%
TEN (10) YEARS	5%
TWELVE (12) YEARS	5.5%
FOURTEEN (14) YEARS	6%
SIXTEEN (16) YEARS	6.5%
EIGHTEEN (18) YEARS	7%
TWENTY (20) YEARS	7.5%

SECTION 6.

ALL FULL TIME EMPLOYEES HIRED AFTER JANUARY 1, 1993 SHALL BE ENTITLED TO A LONGEVITY PAYMENT THAT SHALL BE PAID IN MID DECEMBER OF EACH YEAR BASED UPON THEIR ANNIVERSARY DATE OCCURRING DURING THE PREVIOUS TWELVE (12) MONTHS. SAID LONGEVITY PAYMENTS SHALL BE MADE BASED UPON THE FOLLOWING FORMULA AND SHALL NOT BE CUMULATIVE:

EIGHT (8) YEARS	\$200
TEN (10) YEARS	\$400
TWELVE (12) YEARS	\$600
FOURTEEN (14) YEARS	\$800
SIXTEEN (16) YEARS	\$1000
EIGHTEEN (18) YEARS	\$1200
TWENTY (20) YEARS	\$1400

SECTION 7.

ONLY CONTINUOUS FULL TIME EMPLOYMENT SHALL COUNT FOR LONGEVITY PAYMENT.

ARTICLE 23

HEALTH BENEFITS

SECTION 1

EFFECTIVE JANUARY 1, 2005 HEALTH INSURANCE COVERAGE SHALL BE CHANGED AS FOLLOWS:

- A. SINGLE COVERAGE: \$100.00 DEDUCTIBLE
- B. FAMILY COVERAGE: \$200.00 DEDUCTIBLE
- C. 80/20% CO-INSURANCE OF THE FIRST \$1,000 OF COVERED CHARGES WITH 100% COVERAGE THEREAFTER
- D. HOSPITAL PRE-ADMISSION CERTIFICATION AND CONTINUING STAY REVIEW REQUIRED.
- E. SECOND SURGICAL OPINION REQUIRED

THE BOROUGH SHALL PROVIDE HEALTH AND DENTAL INSURANCE TO ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS WHICH, IF CHANGED SHALL PROVIDE SUBSTANTIALLY EQUIVALENT OR BETTER COVERAGE. PRIOR TO A CHANGE IN HEALTH AND DENTAL INSURANCE CARRIERS. THE BOROUGH WILL MEET AND DISCUSS WITH THE UNION PRESIDENT THE IMPACT OF SAID CHANGE.

SECTION 2.

EFFECTIVE JANUARY 1, 2005, PRESCRIPTION DRUG COVERAGE SHALL BE OFFERED AS FOLLOWS:

- A. OVER THE COUNTER: GENERIC \$5.00 CO-PAY EACH 30 DAY PRESCRIPTION FILLED; ALL OTHERS \$15.00 CO-PAY EACH 30 DAY PRESCRIPTION FILLED. PRESCRIPTION CARD MUST BE USED IN ORDER TO OBTAIN REIMBURSEMENT.
- B. MAIL ORDER: GENERIC \$5.00 CO-PAY FOR EACH 90-DAY PRESCRIPTION FILLED; ALL OTHERS \$15.00 CO-PAY FOR EACH 90-DAY PRESCRIPTION FILLED. PRESCRIPTION CARD MUST BE USED IN ORDER TO OBTAIN REIMBURSEMENT.

ARTICLE 24

SEPARATION AND SEVERANCE PAY

SECTION 1.

EMPLOYEES WHO RESIGN SHALL TENDER THEIR RESIGNATION IN WRITING, AT LEAST TWO WEEKS PRIOR TO THE EFFECTIVE DATE OF THE RESIGNATION, IN ORDER TO PROVIDE SUFFICIENT TIME FOR HIRING AND BREAKING IN THE SUCCESSOR.

SECTION 2.

ALL EMPLOYEES WILL, WHEN LEAVING THE SERVICE OF THE BOROUGH, COMPLETE AND SIGN THE "TERMINATION OF EMPLOYMENT RECEIPT" WHEN RECEIVING THEIR FINAL COMPENSATION. THIS RECEIPT WILL BE FILED IN THE EMPLOYEE'S PERSONNEL HISTORY FILE, AS EVIDENCE OF THE SATISFACTION OF ALL CLAIMS AGAINST THE BOROUGH.

SECTION 3.

SEVERANCE PAY. IN THE EVENT OF SEPARATION FROM EMPLOYMENT THROUGH TERMINATION OF SERVICE EXCEPT FOR CAUSE, THE FOLLOWING TERMS GOVERNING SEVERANCE PAY SHALL APPLY WHEN RELATED TO LENGTH OF SERVICE:

- A. ONE YEAR TO FIVE YEARS SERVICE - ONE DAY'S PAY FOR EACH YEAR'S SERVICE
  
- B. FIVE YEARS TO TEN YEARS SERVICE - TWO DAY'S PAY FOR EACH YEAR'S SERVICE OR PORTION THEREOF.
  
- C. OVER TEN YEARS - TWENTY WORKING DAYS

SECTION 4.

THE TERMS OF THIS ARTICLE SHALL NOT APPLY TO PART-TIME OR TEMPORARY EMPLOYEES. SEVERANCE PAY SHALL NOT BE GRANTED TO EMPLOYEES WHO ARE DISCHARGED FOR CAUSE OR WHO QUIT AND TERMINATE THEIR EMPLOYMENT OF THEIR OWN VOLITION.

ARTICLE 25

MISCELLANEOUS

SECTION 1.

BOROUGH EMPLOYEES SHALL NOT ENGAGE IN ANY POLITICAL ACTIVITIES DURING WORKING HOURS. NO BOROUGH OFFICER OR EMPLOYEE SHALL DIRECTLY OR INDIRECTLY USE OR SEEK TO USE HIS AUTHORITY OR OFFICIAL INFLUENCE TO CONTROL OR MODIFY THE POLITICAL ACTION OF ANOTHER PERSON.

NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PREVENT BOROUGH EMPLOYEES FROM: BECOMING OR CONTINUING TO BE MEMBERS OF ANY POLITICAL PARTY, CLUB, OR ORGANIZATION; ATTENDING POLITICAL MEETINGS; EXPRESSING THEIR VIEWS ON POLITICAL MATTERS OUTSIDE OF WORKING HOURS, OR VOTING WITH COMPLETE FREEDOM IN ANY ELECTION.

SECTION 2.

AN EMPLOYEE WHO IS INJURED IN THE PERFORMANCE OF HIS DUTIES SHALL IMMEDIATELY REPORT THE ACCIDENT TO HIS SUPERVISOR, AND SHALL COMPLETE A FORM PROVIDED FOR SUCH REPORTS. THE COMPLETED ACCIDENT REPORT FORM SHALL THEN BE SUBMITTED TO HIS DEPARTMENT HEAD AND A COPY SENT TO THE ADMINISTRATOR.

SECTION 3.

A POSITION MAY BE ABOLISHED OR THE NUMBER OF PERSONNEL REDUCED BY THE EMPLOYER FOR REASONS OF ECONOMY OR FOR REASONS OF A REORGANIZATION WITHIN A DEPARTMENT OR DEPARTMENTS. AN EMPLOYEE MUST RECEIVE WRITTEN NOTICE OF SUCH ACTION 15 DAYS PRIOR TO ITS EFFECTIVE DATE. EVERY EFFORT SHALL BE MADE BY THE BOROUGH TO REASSIGN AN AFFECTED EMPLOYEE TO ANOTHER POSITION IN THE BOROUGH SERVICE FOR WHICH THE EMPLOYEE MAY BE QUALIFIED. IF NO SUCH POSITION IS AVAILABLE IMMEDIATELY, THE NAME OF THE AFFECTED EMPLOYEE SHALL BE KEPT ON FILE FOR ONE YEAR AND HE MAY BE OFFERED A JOB INTERVIEW OPPORTUNITY, SHOULD A VACANCY OCCUR IN A POSITION FOR WHICH HE IS QUALIFIED.

SECTION 4.

THE EMPLOYER AND THE UNION DULY UNDERSTAND AND AGREE THAT NEITHER SHALL DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF AGE, SEX, MARITAL STATUS, RACE, COLOR, RELIGION, NATIONAL ORIGIN, POLITICAL AFFILIATION, UNION AFFILIATION OR UNION MEMBERSHIP. ANY EMPLOYEE WHO BELIEVES HE OR SHE IS BEING OR HAS BEEN DISCRIMINATED AGAINST MAY EITHER FILE A GRIEVANCE IN ACCORDANCE WITH ARTICLE 6, ENTITLED GRIEVANCE PROCEDURE, OR FILE A GRIEVANCE DIRECTLY TO THE BOROUGH ADMINISTRATOR WHICH SHALL BE HANDLED IN A CONFIDENTIAL MANNER.

SECTION 5.

THE BOROUGH WILL PROVIDE A BULLETIN BOARD WITHIN THE BOROUGH HALL FOR THE POSTING OF NOTICES REQUIRED BY LAW OR OF INTEREST TO ALL EMPLOYEES. THE UNION WILL BE PROVIDED REASONABLE SPACE ON THIS BOARD FOR THE POSTING OF UNION NOTICES. THIS BULLETIN BOARD WILL BE PLACED IN A LOCATION OF THE BOROUGH'S CHOOSING, BUT SHALL BE PLACED IN SUCH A LOCATION AS TO AFFORD VISIBILITY TO ALL EMPLOYEES DURING WORKING HOURS.

SECTION 6.

EFFECTIVE JANUARY 1, 1999 DISPATCHERS SHALL RECEIVE A UNIFORM ALLOWANCE OF \$375.00 PER YEAR. THE ADMINISTRATION OF THE UNIFORM MAINTENANCE ALLOWANCE TO INCLUDE THE METHOD OF PAYMENT SHALL BE DETERMINED BY THE CHIEF OF POLICE.

ARTICLE 26

FULLY BARGAINED AGREEMENT

THIS AGREEMENT REPRESENTS AND INCORPORATES THE COMPLETE AND FULL UNDERSTANDING AND SETTLEMENT BY THE PARTIES OF ALL BARGAINABLE ISSUES WHICH WERE OR COULD HAVE BEEN THE SUBJECT OF NEGOTIATIONS. DURING THE TERM OF THIS AGREEMENT, NEITHER PARTY WILL BE REQUIRED TO NEGOTIATE WITH RESPECT TO ANY SUCH MATTER, WHETHER OR NOT COVERED BY THIS AGREEMENT, AND WHETHER OR NOT WITHIN THE KNOWLEDGE OR CONTEMPLATION OF EITHER OR BOTH PARTIES AT THE TIME THEY NEGOTIATED OR SIGNED THIS AGREEMENT.

ARTICLE 27

STABILITY OF AGREEMENT

SECTION 1.

NO AMENDMENT, ALTERATION, OR VARIATION OF THE TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND THE PARTIES HERETO UNLESS MADE AND EXECUTED IN WRITING BY THE PARTIES.

SECTION 2.

THE FAILURE OF THE EMPLOYER OR THE UNION TO INSIST, IN ANY ONE OR MORE SITUATIONS, UPON PERFORMANCE OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT SHALL NOT BE CONSIDERED AS A WAIVER OR RELINQUISHMENT OF THE RIGHT OF THE EMPLOYER OR THE UNION TO FUTURE PERFORMANCE OF ANY SUCH TERM OR PROVISION AND THE RIGHTS AND OBLIGATIONS OF THE UNION AND THE EMPLOYER TO SUCH FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE 28

SAVINGS CLAUSE

IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT SHALL AT ANY TIME BE DECLARED INVALID BY LEGISLATIVE ACT OR COURT OF COMPETENT JURISDICTION OR THROUGH GOVERNMENTAL REGULATIONS OR DECREE, SUCH DECISION SHALL NOT INVALIDATE THE ENTIRE AGREEMENT, IT BEING THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL OTHER PROVISIONS NOT DECLARED INVALID SHALL REMAIN IN FULL FORCE AND EFFECT, PROVIDED THE CLAUSE OR PROVISION IS NEGOTIABLE UNDER APPLICABLE STATUTORY OR CASE LAW.

ARTICLE 29

DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 2003 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2005. IT SHALL AUTOMATICALLY RENEW ITSELF FROM YEAR TO YEAR THEREAFTER, UNLESS EITHER OF THE PARTIES IS GIVEN NOTICE IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT.

**IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR SIGNATURES:**

BOROUGH OF METUCHEN

AESCME LOCAL 3440

BY: \_\_\_\_\_

BY: \_\_\_\_\_

EDMUND O'BRIEN, MAYOR

CAROL BARRETT, COUNCIL REP

\_\_\_\_\_

\_\_\_\_\_

WILLIAM E. BOERTH, BOR. ADMIN.

JOHN GETZOFF

ATTEST

\_\_\_\_\_

BOZENA LACINA, BOROUGH CLERK

DATED: \_\_\_\_\_