

AGREEMENT

BETWEEN THE BOROUGH OF CARTERET

AND

LOCAL 2291, AFSCME, AFL-CIO

JANUARY 1, 2003 - TO DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into by the Borough of Carteret 4-17-01 hereinafter referred to as the "Borough" and Local 2291, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Borough and the Union: the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The Borough recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

The title "employee" shall be defined to include the plural as well as females.

ARTICLE 2 - DEDUCTIONS

The Borough agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 together with a list of names of all employees for whom the deductions were made by the 15th day of the succeeding month after such deductions are made.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within the thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Borough. For the purpose of this provision, employees on a ten (10) month basis or who are reappointed from year to year shall be considered to be continuous employment.

The Union shall indemnify and hold the Borough harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not by the Borough in conformance with this provision. The Union shall intervene in and defend, any administrative or court litigation concerning this provision. In any such litigation, the Borough shall

have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE 3 - UNION STEWARDS AND OFFICERS

A written list of Union officers and stewards shall be furnished to the Borough immediately after their designation and the Union shall notify the Borough promptly of any changes of such Union officers and stewards.

Representatives of the Union who are not employees of the Borough shall be permitted to visit with employees during the working hours upon proper notification to the Borough.

ARTICLE 4 - HOURS OF WORK AND REST PERIODS

The workweek shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday from 7:00 a.m. to 3:30 p.m. Street Sweeper starting time is 6:00 a.m. Monday and Friday and 7:00 a.m. Tuesday, Wednesday and Thursday. The starting time for the Building Maintenance Workers located in the Police Station is between 3:00 am and 7:00 am. Building Maintenance Workers located in Borough Hall, Library and the Recreation Center will start work at 7:00 am.

The Recycling Worker's workweek shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Tuesday through Saturday from 7:00 a.m. to 3:30 p.m. On Saturday, the Recycling Worker will work from 7:00 a.m. to 3:00 p.m. with no lunch period, and he shall not leave the premises of the Recycling Center during his 15-minute relief period.

There will be one-half (1/2) hour lunch period.

The Borough shall provide a fifteen (15) minute clean up time prior to lunch and prior to the end of the workday.

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon. A relief period of one-half (1/2) hour shall be given to any employee working overtime, once every four (4) hour period.

ARTICLE 5 - SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Borough and the Union. They shall meet when necessary or when the Borough meets with the Accident Review Board. The Union president shall be notified in writing of the meeting. If a majority of the committee agrees that a job is unsafe, then work shall cease provided however, the Borough shall be given an opportunity to remedy the condition.

The Borough shall comply with all established Public Employee Occupational Health and Safety Administration Standards and Practices. Any employee, group of employees or employee representatives who believe that a violation of a standard exists, or that an imminent danger exists, may request an inspection by giving notice to the applicable authority (the Safety Officer or his designee) of the violation or danger. The Borough Safety officer will provide a copy of this safety report to the Union.

ARTICLE 6 - CALL IN PAY

Any Union employee called to emergency duty that takes less than four (4) hours to correct, shall be given four (4) hours pay at time and one-half (1-1/2). The employee shall receive double time if a call back falls on Sunday and double time plus holiday pay on a holiday.

ARTICLE 7 - GRIEVANCE PROCEDURE

SECTION A - DEFINITION - A grievance shall be a claim by the Borough or employee, or by the Union on that either the Employer, individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Borough or the Union that either an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of Employer-Employee rules and regulations as hereto fore adopted or as may in the future be duly adopted.

SECTION B - PROCEDURE - The following procedure shall be followed with reference to grievances:

STEP 1 - (a) An individual or the Union shall have twenty (20) days from occurrence or from when they should have reasonably known of the occurrence to file a grievance, in writing, with the Department Director. Should the grievant, Union, or Department Director attempt to work the grievance out informally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted in the matter.

(b) The Department Director shall have fifteen (15) days from the receipt of the written grievance or any meeting mutually conducted in the regard, whichever is later, to render his decision for his decision, and shall submit his decision, along with the original grievance, to the Union president or his designee.

(c) Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the Union to proceed to the next Step.

(d) Grievances which arise out of action taken by the Mayor and/or Council, and which are deemed by the Department Director to be outside of his remedial authority, shall be filed at and commence with Step 2 rather than Step 1.

STEP 2 - (a) Within ten (10) days of the receipt of or date of the Department Director's response, the Union, if not satisfied with the disposition of Step 1, may submit the grievance to the respective Council committee for that Department.

(b) A meeting between the Union and the respective Council committee for that department shall be convened within fifteen (15) days of the filing of the grievance, or except as agreed to by the parties. Such meeting shall be at a time and place mutually acceptable to the parties.

(c) The position of the Union, along with any witnesses and/or documents relevant to the case, shall be presented to the respective Council committee for that department.

(d) Following the conclusion of the meeting, it shall be the responsibility of the Council committee to render its decision, in writing, citing its findings of fact and reasons for said decision, to the Union president or his designee. Said written decision shall be received no later than ten (10) days following the conclusion of this Step 2 meeting, above or except as mutually agreed to by the parties.

STEP 3 - (a) Should the Union not be satisfied with the disposition of Step 2, or should a decision not be received in the designated time, then the Union or its representative, solely and exclusively, may submit the grievance to binding arbitration.

(b) A panel of arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). Notice shall be served on the Borough by submitting a copy of said request to the Borough Clerk's office.

(c) The selection of the arbitrator shall be in accordance with the Rules and Regulations of PERC. Likewise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.

(d) It is understood that only the Union or its designated representative, singly and solely, shall have the right to institute the arbitration process.

SECTION C - LIMITATIONS - Any grievance or other matter in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by a court of competent jurisdiction.

SECTION D - ARBITRATION - (1) The arbitrator shall conduct his/her hearing in accordance with the Rules and Regulations of PERC.

(2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision reached.

(3) The decision of the arbitrator shall be final and binding on all parties.

(4) The arbitrator shall consider only the matter submitted to PERC for hearing and decision.

(5) The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

SECTION E - COST - The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Union. Any other costs shall be borne by the parties incurring same.

ARTICLE 8 - OVERTIME

Time and one-half (1-1/2) the employees' regular hourly rate of pay shall be paid for work under the following conditions:

1. All hours worked beyond the regular schedule workweek.

2. All hours worked on a Saturday.
3. All hours worked on a Sunday shall be paid at a double- time rate of pay.
4. All hours worked on a holiday shall be paid at a double-time rate of pay plus holiday pay.

For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Borough for approved absence, shall be credited to time worked when computing the workweek.

The recycling work will receive overtime at the rate of double time for hours worked on Sunday and time and one-half for hours worked on Monday.

ARTICLE 9 - DISTRIBUTION OF OVERTIME

All overtime shall be divided and rotated on the basis of seniority in the department by job title and where qualifications, skills and ability are equal. A seniority list shall be posted in each department. Employees are to be called for overtime in accordance with their seniority by job title in that department. The list shall be rotating in that when an employee is called in or refuses overtime, his name is placed on the bottom of the seniority roster with the number of hours he refused and will next have an opportunity to work overtime when his name reaches the top of said roster. In case of a declared emergency by the Mayor and conveyed to the employee by a supervisor, no employee shall refuse overtime. If overtime exists in a department and men are needed from another department to work, the supervisor from the department requesting the overtime must call the supervisor from the other department so the overtime list in that department can be adhered to. A total of all overtime worked or refused by the employee will be posted on a monthly basis by the supervisor of each department. A new rotating list will begin on January 1 of each new year.

Should an employee report to work and subsequently the Borough decides to close Borough offices for whatever reason, such employees who report to work shall be credited for the day's work. Should the Borough, for whatever reason, close Borough offices before the start of a workday, all affected employees will be credited with a day's work.

Whenever a construction or improvement project is undertaken exclusively by a particular department, and the completion of said project requires the employees assigned to the project to work overtime, employees from the department initiating the project will be first afforded the opportunity to work the required overtime. If no employees from the affected department are available to work the overtime, or if said employees do not possess the necessary skills or qualifications as determined by the appropriate supervisor responsible for the project, employees from other departments will be offered the overtime assignment.

ARTICLE 10 - LEAVES OF ABSENCE

Leaves of absence with pay may be granted to Union officers or delegates to conventions, institutes or educational conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all delegates or officers combined. Any employee in necessary attendance at

meetings with Borough officials or supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

ARTICLE 11 - MILITARY LEAVE

Any employee covered by this Agreement who is a member of the United States Reserve or a State National Guard and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between his regular Borough salary and his military pay if the military pay is less than his regular gross Borough pay for the period of military leave. Taking of military leave shall not reduce any other leave earned by the employee. Employees returning from authorized military leave of absence shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other employee rights.

ARTICLE 12 - MATERNITY LEAVE

The Borough shall grant maternity leave according to Department of Personnel rules and regulations.

ARTICLE 13 - INJURY LEAVE

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed one (1) year. Any payment received by the employee attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the Borough. After one (1) year, the Borough will no longer be obligated to pay out any supplement to Workmen's Compensation for as long a period as the employee continues to collect Workmen's Compensation Insurance.

ARTICLE 14 - JURY DUTY

Should an employee be obligated to serve as a juror, the employee shall receive full pay from the Borough for all time spent on jury duty. Any remuneration received by the employee from the Court shall not be deducted from the pay above.

ARTICLE 15 - HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day & Day after
Good Friday	Veteran's Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Employee's Birthday	

Holidays falling on a Saturday shall be observed on the preceding Friday.

Holidays falling on a Sunday shall be observed on the following Monday.

Holidays falling on a Tuesday or Thursday may be observed on a Monday or Friday, if request is submitted ten (10) days prior to the effected date. Mutual agreement by Borough and Union must be the determining factor.

If a holiday falls during the employee's vacation period, the employee shall receive an additional day of vacation.

If an employee is required to work on a holiday, he shall receive double time for the hours worked in addition to his holiday pay.

It is agreed in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

ARTICLE 16 - VACATIONS

Vacations shall be on the following basis:

One to four	years	.....	12 working days
Five to nine	years	.....	15 working days
Ten to fourteen	years	.....	20 working days
Fifteen to nineteen	years	.....	25 working days
Twenty years and over		.....	30 working days

Vacation allocation for employees hired on or after January 1, 2003 will be on the following basis:

One to four	years	-----	10 working days
Five to ten	years	-----	15 working days
Ten to fourteen	years	-----	20 working days
Fifteen years and over		-----	25 working days

The current policy regarding accumulated vacation time shall continue.

ARTICLE 17 - PERSONAL DAYS

Three personal days with pay will be granted to all employees covered by this Agreement. Effective January 1, 2003, the employee's birthday will be granted as a fourth personal day.

Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor.

In the event that less than 48 hours is given, said leave may be taken only upon authorization by said supervisor.

ARTICLE 18 - LONGEVITY

Employees salaries shall be increased retroactive to January 1, in the following amounts, based on their years of service in accordance with the following schedule:

5 years to 9 years service	2%
10 years to 14 years service	4%
15 years to 19 years service	6%
20 years to 24 years service	10%
25 years and over	12%

Employees hired on or after January 1, 2003 shall have their salaries increased retroactive to January 1, in the following amounts, based on their years of service in accordance with the following schedule:

5 years to 9 years service -----	1%
10 years to 14 years service ----	2%
15 years to 19 years service ----	3%
20 years to 24 years service ----	5%
25 years and over -----	6%

ARTICLE 19 - SICK LEAVE

All employees under 25 years of service shall be entitled to fifteen (15) days sick leave with pay each year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave with pay each year. Unused sick leave shall be accumulated from one year to the next year. A doctor's certificate is required after five (5) days of continuous illness or fifteen (15) days cumulative in any calendar year. Employee who is absent due to illness shall notify the supervisor as early as possible the day of their illness.

Employees hired on or after January 1, 2003 shall be entitled to fifteen [15] days sick leave with pay each year prorated at 1.2 days per month.

All employees may sell back to the Borough, at 100% of the employees current rate of pay, up to eight (8) of the employees sick days earned during each contract year. Any employee who chooses to sell back any of said sick days shall not be permitted to take any of his/her accumulated sick days in lieu thereof. Any covered employee may exercise this "sell back" option after June 1 of each contract year.

ARTICLE 20 - ACCUMULATED SICK LEAVE

Borough employees covered by this Agreement shall receive fifty percent (50%) cash payment of all accumulated sick leave on retirement. In the event of an employee's death, while employed fifty percent (50%) of his accumulated unused sick leave shall be paid to his estate.

Any employee hired after July 20, 1998 shall receive twenty-five percent (25%) cash payment of all accumulated sick leave up to a maximum amount of \$15,000 upon retirement.

ARTICLE 21 - WORK CLOTHING and TOOL ALLOWANCE

A. It is agreed that the Borough shall provide a clothing allowance of five hundred and sixty-five dollars (\$565) for the year 2003, five hundred and eighty dollars [\$580] for the year 2004, five hundred and ninety-five dollars [\$595] for the year 2005, six hundred and ten dollars [\$610] for the year 2006, and six hundred and twenty-five dollars [\$625] for the year 2007 to be paid in March for each year.

B. The Borough shall reimburse all employees up to one hundred fifty dollars (\$150) for the years 2003, 2004, 2005, 2006, and 2007 for work or safety shoes.

C. Rain gear shall be provided for all outside employees, which shall include rubber boots for all Borough employees.

D. The Borough agrees to supply work gloves and safety glasses for all Borough employees for the length of the contract.

E. The Borough agrees to supply a toolbox with the necessary tools for use by the Sewer Plant Operator.

F. Mechanics will receive one hundred seventy-five dollars (\$175) for years 2003, 2004, 2005, 2006 and 2007.

ARTICLE 22 - SHIFT DIFFERENTIAL

Any employee working a second consecutive shift or a total of four (4) hours overtime will either be provided with a meal or be given \$10.00 to buy a meal if no meal is furnished.

ARTICLE 23 - BEREAVEMENT PAY

In case of death in the immediate family of any employee, four (4) days leave of absence with pay shall be granted to arrange or attend funeral services.

Leave of absence shall mean four (4) working days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law grandparents, grandchildren.

These four days shall not be charged to sick leave benefit of any employee.

One day shall be granted with pay in cases of death of any other relative to arrange or attend funeral services.

ARTICLE 24 - SENIORITY

Seniority shall be defined as an employee's total length of service with the Employer, beginning with the employee's original date of hire. Any authorized leave of absence is considered to be continuous service. Seniority dates apply only to full-time employment.

A. Seniority shall be given preference in promotions, demotions, layoff and recall for any position open in the Borough. For promotions, the employee

must be able to demonstrate an ability to do the job required. Where qualifications, skills and abilities are equal, seniority shall govern the promotion of employees.

The principle of seniority shall govern and control for all cases of decreases or increases of the work force as well as preference in assignment to shift work and choice of vacation period and in any other matter in which preference is a factor.

B. The Borough shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

C. The Borough shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

D. The agreed to seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards.

ARTICLE 25 - TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser pay job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request to the immediate supervisor to notify the employee when the six months are due to expire.

ARTICLE 26 - DISCIPLINE

No employee shall be immediately disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

No employee may be immediately suspended without first having a disciplinary hearing except where violence and/or health and safety of other employees and/or the public may be involved. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union president and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union president, Union steward and Council representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to New Jersey Department of Personnel.

ARTICLE 27 - INSURANCE

The Borough shall cover its employees and their dependents with the current hospitalization coverage known as the PACE Plan. It shall be carried for the members of the Union employed by the Borough without contribution by the employee toward payment of premiums.

Employees hired on or after January 1, 2003 must enroll in the PPO Medical Program and contribute toward payment of premiums for the following coverage:

Single-----10% per year of annual cost
Spouse or Child-10% per year of annual cost
Family-----10% per year of annual cost

In the event the Borough proposes to change health insurance carrier or implement a self-insurance program, and all bargaining units (except police) do not agree to the proposed plan or program, the parties agree to reopen negotiations regarding medical coverage.

Group Life Insurance in the amount of \$10,000 shall be carried by the Borough for all employees and fully paid for by the Borough.

The Borough shall increase the present disability benefits to the New Jersey State level per week.

All employees who retire shall receive a paid up Life Insurance Policy of \$10,000.

Upon retirement, the Borough agrees to continue hospitalization benefits to those said retirees in accordance with New Jersey Statutes, so long as the employee's income is derived from his pension and/or Social Security exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

DENTAL - It is agreed that the Borough will establish a dental plan for its employees covered by this Agreement. The Borough will contribute 90% of the cost for all employees applying for coverage during the length of the contract.

The remaining portion of the Dental Insurance shall be borne by the individual employees.

PRESCRIPTION - The Borough will provide a prescription plan with a co-pay of \$5.00 for generic drugs and \$10.00 for non-generic drugs for all bargaining unit

Union members. The only exception to this section are employees with spouses employed by the Borough. In this situation the employee designated as head of household will receive the prescription plan.

ARTICLE 28 - SALARIES AND OTHER CONDITIONS

1. All employees covered by this Agreement shall receive a three percent (3%) increase in pay effective January 1, 2003.
2. All employees covered by this Agreement shall receive a three percent (3%) increase in pay effective January 1, 2004.
3. All employees covered by this Agreement shall receive a three and one-half percent (3.5%) increase in pay effective January 1, 2005.
4. All employees covered by this Agreement shall receive a four percent (4%) increase in pay effective January 1, 2006.
5. All employees covered by this Agreement shall receive a four percent (4%) increase in pay effective January 1, 2007.

At the Borough's sole and exclusive discretion, any newly hired employees may be paid a starting salary of 90% of the maximum salary and a 2% increase each year until the maximum salary is reached.

Equipment operators are to receive the same rate of pay at all times and for all hours worked with no difference in pay.

Any employee required to operate the cherry picker will receive the Senior Maintenance title rate of pay for the entire day.

Effective January 1, 2003 the Senior Mechanic will receive the same hourly rate of pay as the Senior Park Maintenance title.

Any superintendent performing the duties of any employee said employee will receive full wage for that time worked by the superintendent except for an immediate emergency situation.

ARTICLE 29 - CORRECTION OF PAYCHECK ERRORS AND DEDUCTIONS

Unless modified by written agreement between the Borough, the employee(s) and the Union shall correct and adjust any errors in an employee's paycheck within the immediate succeeding pay after appropriate notice is received in the payroll section. The "immediately succeeding pay period" will be determined, giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.

Employees have the option to have payroll deduction for U.S. Savings Bonds.

ARTICLE 30 - PROMOTIONS

No employee is required to accept a promotion which would cause him a loss of pay.

A. PROVISIONAL APPOINTMENTS WITHIN THE BARGAINING UNIT - 1. Provisional appointments within the bargaining unit shall be made based upon QUALIFICATIONS OF APPLICANTS AND SENIORITY within the department or division. The Borough may remove any such provisional appointee for unsatisfactory performance and replace him with the next most qualified and senior man. Such removal is subject to the Grievance Procedure.

B. TEMPORARY ASSIGNMENT TO FILL POSITIONS LEFT VACANT DUE TO ABSENCE OF REGULAR EMPLOYEES ON A DAILY BASIS - 1. Employees shall be assigned to fill higher level positions by qualifications and seniority within the department or division. In the event of emergency conditions or the unavailability of qualified manpower from such divisional or department seniority lists, appointments may be made at the sole discretion of the Borough. Employees shall receive the rate of pay for the higher classification upon assignment to the higher classification. Any employee who is promoted shall receive not less than his or her rate of pay on a promotion from one range to the next.

Any overtime available should be offered to the person who is filling the higher title first.

ARTICLE 31 - JOB POSTINGS

All job vacancies must be posted in each department in all work locations and on all Union designated bulletin boards. Newly created positions, vacancies or promotional jobs to be posted shall include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in applying for the vacancy.

A copy of all personnel actions relating to job postings and vacancies shall be given to the Local Union president. When provisional appointments are to be made, the Borough shall appoint, among those eligible to take a test for the position, in accordance with the employee's ability to perform the job, as determined by the Borough. Where three (3) or more employees have equal qualifications, skills and abilities then the appointment shall be made to the employee with the most seniority.

Where openings exists for lateral transfers or provisional appointments, such openings shall be posted for a period of ten (10) working days. Where two (2) or more employees apply for such openings, then the position shall be awarded and where more than one (1) person is qualified for the position, as determined by the Borough, then among those who are equally in qualifications, skills and abilities position, the person with the greatest seniority shall be chosen for the position.

When a job classification opening exists in any department, personnel from that department will be considered first for that opening. If no employee from that department bids on that job, other employees from other departments will be considered for the position. Any new employees then may be hired for the opening by the employee filling the vacancy left open.

ARTICLE 32 - HEALTH AND SUBSTANCE ABUSE PROGRAM

The Borough and the Union recognize the existence of drug and alcohol related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance education program. This program shall include educational components, counseling and

rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

The Union and Borough agree to set up guidelines to be added as an amendment to this contract for a Drug Testing Policy for Borough employees.

ARTICLE 33 - LAYOFFS

Layoff shall be in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE 34 - ACCESS TO PERSONNEL FILES AND BULLETIN BOARDS

Employees shall have the right to inspect and review their individual personnel files. The Borough recognizes and agrees to permit this review and examination. An employee shall within five (5) working days of a written request to the Employer to review his personnel file in the presence of the appropriate official. The employee shall have the right to define, explain, or object to in writing anything found in his personnel file. This writing shall be come a part of the employee's personnel file.

Employee's personnel records to be kept by the Department Head and in the Borough Clerk's office shall be the same and before any disciplinary documents are placed in the record of the employee the Union shop steward and the Department Head or his designee shall initial said documents.

Bulletin boards will be made available by the Borough at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature.

ARTICLE 35 - NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex, national origin, religion, political affiliation, or sexual preference. There shall be no discrimination interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE 36 - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms 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, work stoppage or walkout designed to interfere with the normal operation of the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Borough shall not cause, authorize or support any lockout.

ARTICLE 37 - MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local law or ordinance.

ARTICLE 38 - LABOR MANAGEMENT COMMITTEE

It is agreed that representatives of the Borough and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matter which are not necessarily a grievance. To this end, the Borough and the Union shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Borough changes in the working conditions.

The Labor-Management Committee shall consist of six (6) members. The Union representatives shall be the three (3) ranking officers of the union, the Borough shall designate three (3) members.

ARTICLE 39 - SEPARABILITY AND SAVING

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operations of law or by a Court of other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The Borough and the Union agree immediately to negotiate a substitute for the invalidated provision.

ARTICLE 40 - RULES AND REGULATIONS

New rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are instituted. Copies of all such rules shall be distributed to all employees covered by this Agreement, and to the Union. Any change in work rules and regulations shall be in accordance with the State of New Jersey statutes.

ARTICLE 41 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as to salary for any new titles added to the bargaining unit.

ARTICLE 42 - COMMERCIAL DRIVERS LICENSE, TRAINING AND STIPENDS

A. The Borough will provide training to those employees that elect to participate to acquire knowledge necessary to pass the commercial drivers license exam. The Borough will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

B. In the event an employee is not successful in passing the commercial drivers exam, the Employer will make a good faith effort to temporarily place the employee in another position until such time that the employee passes the exam. The employee's pay will remain the same.

C. In the event an employee is unable to pass the commercial license drivers exam, the Borough will make a good faith effort to place employee in another position. If that position is at a level less than the employee is presently making the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

D. All license and testing fees will be paid by the Borough.

All employees will be granted time off with pay to take the knowledge and driving test.

E. The Union and the Borough agree to work together to establish a comprehensive training program whereby all employees may be trained to operate any/all Borough vehicles and equipment. However, any training program so established shall not form the basis for any requested job audit by the DOP, or claim to compensation for working at a higher classification.

F. All employees are encouraged to upgrade their skills within their title. An employee will receive a \$1,000 stipend per year for obtaining a license to upgrade job skills related to their job title, as determined by the appropriate supervisor. An employee shall not be entitled to more than two (2) such stipends. Additionally, obtaining or possessing a Commercial Drivers License shall not constitute a license, which entitles an employee to the stipend provided herein.

ARTICLE 43 - TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January 2003.

It is agreed that this agreement will remain in effect until another agreement is negotiated after its expiration.

In witness whereof, the parties hereto have set their hands and seals on this 15th day of July, 2003.

BOROUGH OF CARTERET

LOCAL 2291 AFSCME, AFL-CIO

[Signature]
/s/

[Signature]
/s/
[Signature]
/s/
[Signature]
/s/

Attest:
[Signature]
/s/

APPENDIX A

Body Fender Mechanic
Building Maintenance Worker
Diesel Mechanic
Labor
Mechanic
Motor Broom Driver
Park Maintenance Man
Recycling Worker
Sewage Plant Operator (shift)
Sewage Plant Repairer
Sewer Maintenance Worker
Truck Driver
Senior Park Maintenance Worker
Building Service Worker
Traffic Maintenance
Tree Trimmer
Senior Mechanic