

A G R E E M E N T

Between

THE BOROUGH OF EATONTOWN

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL 73, AFL-CIO LOCAL #3407**

January 1, 2010 through December 31, 2012

APRUZZESE, McDERMOTT, MASTRO & MURPHY

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INDEX

PREAMBLE.....	4
ARTICLE I - RECOGNITION	5
ARTICLE II - DUES CHECK-OFF	6
ARTICLE III -MANAGEMENT RIGHTS.....	8
ARTICLE IV - MAINTENANCE OF WORK OPERATIONS.....	10
ARTICLE V - DISCIPLINE AND DISCHARGE	11
ARTICLE VI - PROBATION	13
ARTICLE VII - HOURS OF WORK AND OVERTIME	14
ARTICLE VIII - SENIORITY, PROMOTIONS, JOB VACANCIES..... AND TRANSFERS	
ARTICLE IX - GRIEVANCE PROCEDURE.....	20
ARTICLE X - VACATION	25
ARTICLE XI - HOLIDAYS	28
ARTICLE XII - LONGEVITY.....	30
ARTICLE XIII - PERSONAL LEAVE.....	33
ARTILCLE XIV - HEALTH BENEFITS	34
ARTICLE XV - UNION LEAVE TIME	37
ARTICLE XVI - SICK LEAVE	38
ARTICLE XVIIIM - BEREAVEMENT LEAVE	42
ARTICLE XVIII - OTHER LEAVES.....	43
ARTICLE XIX - RULES AND REGULATIONS.....	47
ARTICLE XX - BULLETIN BOARDS.....	48

INDEX (continued)

ARTICLE XXI- PERSONNEL FILES.....	49
ARTICLE XXII- NON-DISCRIMINATION.....	50
ARTICLE XXIII- COURT ATTENDANCE	51
ARTICLE XXIV- RESIGNATION	52
ARTICLE XXV- FULLY BARGAINED AGREEMENT	53
ARTICLE XXVI- SEPARABILITY AND SAVINGS	54
ARTICLE XXVII- SALARIES	55
ARTICLE XXVII-EDUCATION.....	56
SCHEDULE A.....	

PREAMBLE

This Agreement, made this _____ day of _____, 2010 by and between THE **BOROUGH OF EATONTOWN**, a body politic incorporate of the State of New Jersey, hereinafter referred to as the “Borough” and the **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #73, AFL-CIO LOCAL 3407**, hereinafter referred to as the “Union”;

WHEREAS, the Borough and the Union recognize it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that efficient and continuous service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

ARTICLE I
RECOGNITION

1. The employer hereby recognizes the Union as the exclusive representative for all full-time employees in classifications appended hereto as Appendix A and for such additional classifications as the parties may later agree to include, excluding all supervisors, managerial executives, confidential employees, seasonal employees and part-time employees.

The parties further recognize that those uniformed employees in the present bargaining unit who are assigned to the Police Department shall also be subject to the Rules & Regulations of the Police Department and those other employees in the bargaining unit shall be subject to the rules and regulations in the Borough Personnel Policy.

2. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all permanent full-time bargaining unit members, the plural as well as the singular, and to include males as well as females.

3. Permanent full-time employees are those employees covered by this Agreement who are regularly scheduled to work thirty-five (35) hours or more per week.

ARTICLE II

DUES CHECK-OFF

1. The Borough hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619, by the end of the next month following the monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead.

2. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

3. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Borough officials as provided for in N.J.S.A. 52:14-15.9e, as amended. 4. The Union indemnifies, defends and

saves the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough or any action taken by the Borough under all sections of this Article.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The management of the Employer's operations and the direction of the working forces are vested exclusively in the Employer. Except as expressly limited by this Agreement, the Employer retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to determine or change the starting and quitting time and the number of hours to be worked; to assign duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; to organize, discontinue, enlarge or reduce a department, function, plant or division; to combine departments or to separate a department and to assign or transfer employees to other departments or shifts as operations may require; to establish production standards and methods; to select, change, remove and install machinery and equipment; to introduce new or improved facilities and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The above mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood and agreed that any of the rights, power or authority the Employer had prior to the signing of an initial Agreement are retained by the Employer, except those rights which are specifically abridged, granted, or delegated to others or modified by this Agreement.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

1. The Union and employees covered by this Agreement hereby covenants and agrees that for the duration of this Agreement, neither the Union nor any person acting on its behalf or any employee covered by this Agreement shall authorize or support any strike, stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment. The Union and its employees agree that such action will constitute a material breach of this Agreement. The Borough does hereby agree not to lock out any employees covered by this Agreement for the duration of such Agreement.

2. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights 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 V

DISCIPLINE AND DISCHARGE

A. It is expressly understood that the Employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

B. In any instance where an employee is subject to disciplinary action which would result in lost time, the employer shall first meet and discuss the issue with the affected employee before any discipline is imposed. Such procedure is not applicable in circumstances where the employee has been charged with:

- a. Incapacity due to mental or physical disability
- b. Intoxication while on duty
- c. Disorderly or immoral conduct
- d. Where violence and/or the health and safety of other employees or Employer may be involved
- e. Serious neglect of duty

C. In any disciplinary action against an employee said employee shall be entitled to written notice of the charges and specifications as soon thereafter as possible and a hearing. Further, the charged employee shall have the right to Union representation at this hearing.

D. The parties agree that the hearings provided for in this Article shall be conducted in accordance with the following guidelines:

a. All hearings shall be conducted in an informal manner without reference to formal rules of evidence, but subject to the following principles:

1. Hearing Officer shall admit all testimony having reasonable probative value, but may exclude immaterial irrelevant, or unduly cumulative testimony.

2. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered without a request from either party.

3. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspensions where possible the person who prepared and/or signed such document shall be available for cross-examination. Hearings shall be scheduled in keeping with this provision.

4. A written decision shall be issued by the Hearing Officer, within two (2) weeks of the hearing, and shall include the findings of fact and conclusions reached by the Hearing Officer.

5. Probationary employees may be separated from their employer by action of the Borough Committee or its designee at any time without recourse from said employee.

ARTICLE VI

PROBATION

1. All newly hired employees, with the exception of Police Dispatchers and Parking Officer, who shall have a one year probationary period shall be subject to a ninety (90) day probationary period. The purpose of said probationary period is to enable the Borough to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee are found by the Borough to be unsatisfactory, the Borough has the right to terminate the employee. The decision of the Borough regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure or any other recourse in law or equity.

2. Sick leave, personal days or vacation benefits will begin to accrue immediately for probationary employees, but cannot be taken until after permanent status is obtained, unless approved by the Borough Administrator or designee. However, in the case of Police dispatchers - Parking Officers, such employees shall be entitled to use the aforementioned benefits after 90 days of employment in the Borough.

ARTICLE VII

HOURS OF WORK & OVERTIME

1. The employer agrees that 40 hours per week, 8 hours per day, 5 days per week, inclusive of any lunch break, shall constitute a regular week's work hereinafter called the "workweek," for all police dispatchers and parking officers, and shall be paid for at the regular straight time rates of pay hereinafter provided. The employer further agrees that 35 hours per week, 7 hours per day, 5 days per week, Monday through Friday, exclusive of any lunch break, shall constitute a regular week's work hereinafter called the "workweek," for all other employees in the bargaining unit unless specifically stated otherwise, and shall be paid for at the regular straight time rates of pay hereinafter provided, except for custodians, who shall work 40 hours, exclusive of lunch. These definitions shall not be construed as a limitation on the number of hours of work which the employer may require, subject to the overtime provisions of this agreement.

2. The employer shall have the right, for the efficient operation of its facilities, to make changes in the starting and stopping time of the daily work schedule, and to vary from the daily or weekly work schedule. The work week shall be Monday through Friday for clerical and custodial employees. Except in cases of emergency, the Union will be given three week's notice of any permanent change in the schedule of working hours within one hour of the present schedule.

3. The Union recognizes the employers need for and right to require reasonable amounts of overtime.

4. The amount of overtime and the schedule for working such overtime will be established by the employer. The employer agrees that it will give reasonable prior notification of any scheduled overtime, unless circumstances preclude the employer from giving such prior notification.

5. The employer agrees that it will pay time and one-half the regular straight time hourly rate for all authorized time actually worked: (a) in excess of 40 hours of work (exclusive of any lunch break) in the standard work week for 40 hour week employees except police dispatchers; (b) in excess of 35 hours per week for 35 hours per week employees; c) in excess of 8 hours of work (exclusive of any lunch break) in the standard work day; (d) for hours actually worked (exclusive of any lunch break) on the sixth work day in the standard work week.

6. Overtime shall be equally distributed to the extent possible among the employees who normally perform the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

7. If an employee has been requested to work overtime and is unavailable to work the overtime work, it shall be considered as if he had worked the scheduled overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.

8. There shall be no pyramiding of overtime.

9. Employees covered under this Agreement, in accordance with the aforesaid overtime provisions, may be entitled to receive compensatory time in lieu of overtime payment if both the employee and the employee's supervisor agree to such compensatory time. Requests for

the use of accrued compensatory time in lieu of overtime shall not be unreasonably denied.

10. Employees called in outside of their normal shift, shall receive a minimum of 2 hours compensation, except if the employee is called in immediately before or after the employee's shift.

ARTICLE VIII

SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS

1. Seniority is defined as an employee's length of service with the Borough beginning with the employee's latest date of commencing work with the Borough. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probation period. Once an employee has completed the probation period, seniority shall accumulate until there is a break in the employee's service. A break in service occurs when an employee resigns, is discharged for cause, or retires.

2. If new jobs are created or if permanent vacancies occur for a higher rated position, the Borough shall determine the qualifications required for such position and shall determine which, if any, of the applicants can meet the qualifications set out. The Borough agrees to post a notice of any new job or vacancy on the Union bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, hours of work, location, and when the job shall be available. Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Consideration shall be given to an employee's seniority, provided that the applicant has the necessary skills and ability to perform the work required as determined by the Borough. However, all other employees are eligible to bid. The Union shall be notified of the starting date of any new employee hired into a bargaining unit position.

3. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Borough during this period that the employee is unqualified to perform the duties to which he is promoted, the Borough shall place the employee in his former position or a position equivalent thereto with no loss of former pay, seniority and or departmental seniority. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. (This language shall self destruct upon the expiration of the contract.)

4. In the event of a layoff, the employees with the most seniority will have preference within their department provided that they have the requisite qualifications, skills and ability to perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the discretion of management.

5. (a) All permanent employees shall be given at least a thirty (30) calendar day written notice prior to layoffs.

(b) The Borough, if contemplating layoff of employees covered by this Agreement, should make every effort to determine what employment opportunities are available to its employees within the bargaining unit covered by this Agreement.

(c) All probationary employees shall be laid off before any permanent full time employees. Layoffs should not be made until the Borough has exhausted every possibility for transfer, reassignment or demotion of the employees within the bargaining unit covered by this Agreement. The employee(s) involved should be offered any other employment available within

the bargaining unit for which they may be qualified, based on their background and qualifications.

(d) When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits.

(e) Those employees in layoff shall be recalled on the inverse order of seniority.

Recall Rights shall exist for a period of one (1) year from the date of layoff.

6. The Borough shall draw up an initial seniority list within thirty (30) days after the signing of this Agreement and such list will be posted on the Union bulletin board at that time.

ARTICLE IX
GRIEVANCE PROCEDURE

1. A grievance is a claim by an employee based upon and limited to an alleged violation of the terms and conditions of this Agreement.

2. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her supervisors, perform all assignments and adhere to all policies, procedures, rules and regulations of the Borough, until such grievance and the effect thereof shall have been fully determined.

3. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement of 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. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the employee's Department, and having the grievance adjusted without the intervention of the Union.

4. Steps of the Grievance Procedure

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

STEP ONE:

(1) An aggrieved employee shall institute action under this provision in writing hereof within fifteen (15) working days of the occurrence of the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and his superior, for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

(2) The Supervisor, or his designee, shall render a decision in writing within five (5) working days after the grievance is first presented to him, if it cannot be handled informally.

STEP TWO:

If the grievance has not been resolved through Step One, or if no answer has been received by this grievant, the grievance shall be presented in writing to the Department Head, or his designee, within five (5) working days after the Supervisor's response is due. The Department Head shall respond, in writing, within five (5) working days of being notified.

STEP THREE:

If the aggrieved wishes to appeal the decision of the Department Head, or his designee, or if no answer has been received by the grievant, the grievance should be presented to the Administrator or designee, within five (5) working days after receiving the Department Head's, or his designee's, decision or the date such decision was due. An employee, with a grievance at this Step, may be represented by the local Union president or designee and a Council 73 representative at any meeting between the grievant and the Administrator regarding such grievance. The Administrator, or designee, shall present a decision in writing within ten (10) working days after the receipt of such

grievance.

STEP FOUR:

If the grievance is not settled through Step Three, or if no answer has been received by the grievant, the grievant may appeal the decision to the Borough Committee or its designated representative. The request for such appeal shall be filed, in writing, with the Borough Clerk within ten (10) calendar days of the receipt of the Step Three decision. The Borough Committee, or its designee, shall then arrange a mutually acceptable time for a grievance hearing within fifteen (15) calendar days after the receipt of said request. The Borough Committee, or its designee, shall provide a decision in writing within fourteen (14) calendar days after the hearing or after the receipt of the written grievance, if no hearing is requested.

STEP FIVE:

If the grievance is not settled through Steps One through Four, either party may refer the matter to the New Jersey Public Employment Relations Commission within fourteen (14) calendar days after the determination of the Borough Committee or its designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Relations commissions.

The Borough and the Union shall be limited to placing one (1) issue before an arbitrator at any one time. The Arbitrator shall be limited to the issue before him. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or

supplement thereto. The decision of the arbitrator shall be final and binding. In addition, the decision shall be applicable only to the matter decided by the arbitrator and shall not bind either party in future grievance procedures.

The expense of the arbitrator shall be equally borne by the Borough and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. Either the Borough or the employee/Union may request to waive any Step(s) of the grievance procedure. Said waiver can only be done by the written consent of both parties in question.

6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

7. Any settlement of a grievance by the parties shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE X

VACATIONS

1. All permanent full-time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said employee on a calendar year basis as follows: (a) during the first calendar year of employment, employees shall be entitled to one-half day per month of service to a maximum of five days during said first year; (b) employees with one through **FIFTH** calendar years of service shall be entitled to 10 working days per calendar year; (c) employees starting their **SIXTH** calendar year of service through the **TENTH** year of service shall be entitled to 15 working days vacation per calendar year; (d) employees starting their **ELEVENTH** year of service and each year of service **THROUGH THE SEVENTEENTH** year, shall be entitled to 20 working days vacation per calendar year; (e) employees starting their eighteenth (18th) year and for each year of service beyond the eighteenth (18th) year shall be entitled to twenty-five (25) working days vacation per calendar year. Any new dispatchers or parking officers hired after January 1, 1996, shall also follow this vacation schedule. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation.

All dispatchers, parking officers and property officers shall continue to receive the same level of vacation benefits as in effect at the time of execution of this Agreement.

2. The employer shall have the right to determine the scheduling of an employees vacation. The employer agrees to give reasonable consideration to an employee's wishes in this

regard. Where conflicts in choice of dates occur, preference will be governed by seniority in so far as effective staffing requirements permit. In the police department, vacation requests must be submitted by February 12th of each calendar year.

In the event an employee is seeking vacation during January and February, the employee's request shall be posted on the employee's bulletin board for a period of seven (7) days so that a more senior employee will have an opportunity to request the same vacation period.

A maximum of one year's worth of vacation may be carried over for compelling reasons, subject to the sole discretion of the Business Administration or Chief of Police.

3. Vacation shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation pay in lieu thereof. If the Administrator, Chief or their designee(s) determines that vacation cannot be taken, then any unused vacation may be carried over.

4. A permanent employee who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated on the basis of one-twelfth of his/her vacation entitlement for each month worked as of the date of the employees separation. In the event of the death of an employee, the employee's earned vacation shall be paid to the employee's estate. Anyone who retires after July 1st shall be entitled to the balance of their annual vacation upon retirement.

5. In the event that an employee has used advanced vacation that was not earned, at the time of resignation or termination, the Borough shall be reimbursed for said vacation days.

6. Pay in lieu of vacation will not be granted by the Borough.
7. When an employee is out due to illness and has no accumulated sick leave to cover such illness, he/she may apply any unused vacation leave to cover said loss days due to illness.
8. Vacation shall not be granted on an individual day basis, unless approved by the Borough Administrator or his designee.
9. Any employee hired on or after June 5, 2006 shall have their vacation entitlement capped at 20 days per year.

ARTICLE XI

HOLIDAYS

1. For purposes of this Agreement, the following days are recognized by the Borough as holidays:

1/2 day New Years Eve
New Years Day
Martin Luther King Birthday
President's Day
Good Friday
Easter (Dispatchers)
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
1/2 day Christmas Eve
Christmas Day
Employee's Birthday
One Floating Holiday

2. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Each permanent Dispatcher or Special Officer who has completed probation shall receive holiday pay for all holidays set forth above regardless of whether or not the employee is scheduled to work on the holiday. Probationary employees shall receive holiday pay for those holidays that occur during their period of employment. If an employee is scheduled to work on a recognized holiday, employee shall receive his or her regular rate of pay for the day worked in addition to the holiday

pay provided for herein.

3. Employees who are on leave of absence without pay will not be eligible for holiday pay.

4. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and their scheduled work day immediately following the holiday or holiday weekends unless currently on vacation or extended sick leave.

5. Employees who are regularly scheduled to work on one of the aforementioned holidays will be paid their regular rate of pay; then, in addition, the employee will receive their holiday pay computed at a rate of time and one-half for the first 80 hours, and then straight time for any holidays thereafter in any calendar year. Police dispatchers, parking officers, and property officers will receive their holiday pay for holidays earned up to that point on the first pay period in July, or may opt to receive all of their holiday pay in the last pay period in November. Police dispatchers, parking officers, and property officers may opt to take their holiday pay in time off (in accordance with police department policy).

ARTICLE XII

LONGEVITY

1. As of January 1, 2006, longevity is now eight hundred forty dollars (\$840.00), , except as provided in Paragraph 2 below, each full-time employee covered by this agreement shall be entitled to and shall receive, in addition to his/her base salary, an annual sum of eight hundred and forty dollars (\$840.00) for each completed five (5) year increment of full-time employment prorated for the period from the anniversary date to the end of the calendar year, as recognition of his/her service and increased value to the Borough. Such payments shall be included in and considered part of the employee's base salary for all purposes including computation of taxes and payments into any retirement system. Payment of longevity pay shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular salaries. Employees who achieve their 5th and 6th longevity step shall receive the steps on the 24th and 29th year, respectively.

2. Employees hired on or after January 1, 1999 shall not be permitted to transfer longevity credit from other jurisdictions, and shall earn longevity in seven year increments from the anniversary date of hire (as opposed to five year increments for all other employees).

3. Police dispatchers, parking officers and property officers hired on or before March 4, 1993 shall continue to receive the same level of longevity benefits as listed in the chart below:

4. Any employee hired on or after June 5, 2006 shall not be entitled to longevity.

LENGTH OF CONTINUOUS SERVICE	PERCENTAGE OF ANNUAL SALARY
5 YEARS	2%
10 YEARS	4%
15 YEARS	6%
20 YEARS	8%
24 YEARS	10%
29 YEARS	12%

Such payments shall be included in and considered part of the employee's base salary for all purposes including computation of taxes and payments into any retirement system. Payment of longevity pay shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular salaries. Employees who achieve their 5th and 6th longevity step shall receive the steps on the 24th and 29th year, respectively. Any police dispatcher, parking officer or property officer hired after March 5, 1993 shall be eligible for longevity benefits in accordance with the level of longevity benefits set forth in Article XII, entitled Longevity, first paragraph.

4. Employees may opt to have their longevity paid in a lump sum payment, in the first pay period in December. If an employee chooses this option, such notice must be sent to the Borough Administrator and the Treasurer by the first pay period in December of the preceding year for the next year.

ARTICLE XIII

PERSONAL LEAVE

Each employee shall be entitled to a total of three (3) personal days. Application for a personal day shall be made at least three working days in advance and shall be filed with and approved by the Borough Administrator. Where possible, the number of employees in a department who may take personal leave on the same day shall be limited to two (2) and seniority shall prevail in the event of a conflict.

Personal days are not to be applied in any way to add to vacation, sick leave or holiday time, and are not accumulative, except as permitted by existing Borough policy.

Requests for personal days shall not be unreasonably denied.

ARTICLE XIV

HEALTH BENEFITS

1. During the term of this Agreement, the Borough shall maintain the existing medical insurance plan for all permanent full-time employees which provides coverage basically equivalent to coverage provided under State Health Benefits. This insurance coverage is currently provided through the Monmouth/Ocean Health Insurance Fund, but the Borough may change insurance providers during the term of this Agreement so long as basically equivalent coverage is maintained.

2. All employees receiving health insurance from the Borough shall contribute toward the cost of said health insurance (including the cost of dental insurance) an amount equal to the least of 1.5% of the employee's base salary or 3% of the cost of the premium for the insurance received by the employee or \$1,000.

3. In addition, the Borough will continue to provide an optical plan, which plan provides a benefit of reimbursement for vision of \$150.00 per year. This reimbursement is extended to spouse or dependents, with the understanding that any optical costs for spouse or dependents will fall within the same annual \$150.00 cap.

4. The annual Borough liability per employee for dental care costs shall be \$1,300 per

year.

5. The orthodontic dental coverage amount is currently \$1500.00 and shall remain at this amount through this contract period.

6. Any eligible employee who retires on a disability pension as a result of an on-the-job injury, or retires on an ordinary disability pension with a least 20 years of service with the Borough or retires after 25 or more years of service, at least the last 10 of which are with the Borough of Eatontown, shall be entitled to receive hospitalization, surgical and major medical insurance for the retiree, spouse and dependent children who are 23 years of age or younger. Eligible employees who exercise their right to purchase pension credit for years of service in the armed services of the United States shall be entitled to credit for such years of military service in connection with the 25 years of service eligibility requirement set forth in this Article.

7. Any employee who retires and satisfies the aforementioned criteria shall also receive dental benefits as provided by the Collective Bargaining Agreement. Dental benefits shall be available to retired employees who qualify up to the age of sixty-five (65), at which time all dental benefits terminate. Employees retiring on January 1, 2010 and thereafter will only be eligible to receive "employee only" dental coverage as retirees. These retirees may, however, obtain dental coverage for their dependents by paying 100% of the cost of coverage to the Borough until the retiree's dental benefits terminate.

8. The level of health benefits received by retired employees shall be in accordance with the terms of the Collective Bargaining Agreement, which may be modified or even eliminated by the parties to the Collective Bargaining Agreement in future Collective Bargaining Agreements. Any modification or even elimination shall also apply to retired employees. In the event there is no Collective Bargaining Agreement, the Borough reserves the right to change the level of health benefits received by retired employees.

9. Employees who demonstrate to the Borough Administrator that he/she has health insurance coverage from a source other than the borough may "opt out" of the borough's health insurance coverage, and shall receive twenty-five percent (25%) of the premium for the lowest qualified health insurance plan that the employee is eligible for. Employees who choose this option may rejoin the plan in the following calendar year (during the open enrollment period). This new percentage is for new hires and "reentries" only. (The "grandfathered" employees shall remain at 50%). For any employee hired on or after January 1, 2010, the "opt-out" compensation benefit is not available if the employee's spouse receives health insurance from the Borough. Any employee hired on or after January 1, 2010 who is eligible for coverage under the Borough's policies as a dependent, spouse, or domestic partner of any other Borough employee shall be required to accept coverage under the other employee's health insurance plan so long as they are eligible for that coverage, and shall not be eligible for "opt-out" compensation or for a separate health insurance policy at the Borough's expense.

10. The network for medical coverage shall be Qualcare HM Network and/or Aetna.

11. The health insurance co-pays for prescriptions shall be as follows:
 - A. EPO: Increase co-pay to \$7.00 for generic and \$12.00 for brand name prescriptions.
 - B. PPO: Increase co-pay to \$12.00 for generic and \$15.00 for brand name prescriptions.

10. Office Visit co-pays will be \$10.00 for EPO and \$15.00 for PPO.

ARTICLE XV

UNION LEAVE TIME

1. Upon notification to and approval by the Borough Administrator, the Union president, or his/her designee, shall have the privilege to leave his/her assigned work location at a reasonable time during working hours without loss of pay, with the understanding that such time will be reasonable in duration and scheduling and will be devoted solely to the proper handling of legitimate Union business. The Union agrees that it will notify the employer in writing as to the name of the employee designated to conduct such union business and the Union further agrees that the privilege of attending to legitimate union business during working hours shall not be abused.

2. A duly authorized representative of the Union, designated in writing, after notice to the Borough Administrator, shall be admitted to the Borough's premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement. The Borough Administrator will make himself available for any discussions with the Union representative which may be required.

3. A local Union Representative shall be permitted to attend the AFSCME International convention on even number years and the Council 73 Convention in odd number years. The Union shall give the Borough thirty (30) days notice if a Representative intends to attend any aforesaid conventions.

ARTICLE XVI

SICK LEAVE

1. Sick leave shall be defined as an absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

2. Permanent full-time employees shall be entitled to sick leave with pay of not less than one-half (1/2) working day for every month of service during the remainder of the first calendar year of service following permanent appointment but not to exceed five (5) days in the first year of employment and ten (10) working days in the second through fifth calendar year of employment; and fifteen (15) working days in the sixth and each succeeding calendar year of employment. Sick leave may be allowed to accumulate indefinitely. Employees hired on or before January 1, 1999 shall, in their first year of employment, receive sick days as stated above. Thereafter, new employees shall receive ten (10) sick days for each year of their employment with the Borough.

3. The absent employee may be required to show proof of illness if the employer suspects abuse of sick time. The cost of such illness verification shall be borne by the employee. In case of sick leave due to contagious disease or exposure to same, a certificate from the local health department may be required.

4. All absences due to illness or disability shall be reported immediately by or for the employee to his Department head or designee but in any event must be reported prior to the start of the employee's shift.

5. The Borough may require any employee who has been off duty for a continuous period of time longer than ten (10) days to furnish the Borough with a physician's certificate that the employee is physically fit and able to resume his duties.

6. Sick leave cannot be allowed for ordinary dental care nor for the services of an oculist for normal eye care as such professional services are readily available outside of work hours.

7. An employee who is certified as absent on account of disability or accident cause in the usual course of his employment and directly in the line of duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to employees suffering job disability or accident.

8. No employee, while on sick leave from the Borough, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.

9. Once all accumulated sick leave has been used for an illness, the employee may apply any unused vacation leave to cover such illness.

10. Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS and have to his or her credit any earned and unused sick leave shall receive supplemental compensation for each earned and unused accumulated sick leave.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

11. The Borough shall implement a Sick Leave Incentive Bonus Program which shall provide that any employee who works an entire calendar quarter, without using any sick days, shall receive a bonus day to be used by the employee as either a vacation or personal day, as manning permits, within the year during which the bonus day was earned, except for the 4th quarter, in which case a bonus day shall be used during the 1st quarter of the following year.

A quarter shall be defined as January, February, March; April, May, June; July, August, September; October, November, December.

For the term of the Collective Bargaining Agreement only, any employee who earns a sick leave incentive bonus day for the 4th quarter shall be permitted to carry that day over to the next calendar year. However, the first vacation or personal time used by an employee in that calendar year must be charged against the 4th quarter sick leave incentive bonus day being carried forward. This paragraph shall terminate on the expiration date of the Collective Bargaining Agreement.

12. Upon the retirement of an employee and the collection of that employee of a PERS pension, employees who have two hundred accumulated sick days at time of retirement shall be reimbursed for fifty percent (50%) of those accumulated sick days to a maximum of one hundred (100) days. Reimbursement shall be calculated at the following rate:

One-third at a daily rate of pay in the calendar year of retirement.

One-third at a daily rate of pay in the calendar year preceding retirement.

One-third at a daily rate of pay in the calendar year two years preceding retirement.

The daily rate of pay for calculation purposes shall be the employee's daily rate of pay on the last

day worked in the calendar year in question.

13. Employees who have accumulated at least seventy-five (75) sick days in a "bank" may sell back up to ten (10) sick days per year at one hundred percent (100%) of their value. The number of days sold back to the borough of Eatontown will directly reduce the amount of accumulated sick days the employee has (up to the one hundred (100) day maximum that the employee is eligible for at the time of retirement.

14. During the term of this Agreement the Borough shall provide and pay for benefits in the event of the death of the employee covered hereunder as follows: the value of any unused sick leave accumulated by such employee shall be paid in accordance with the sick leave formula and policy applicable upon retirement. It is the responsibility of each employee to maintain with the Borough an ever-present designation of beneficiary. In the absence of such designation the benefit shall be paid to the estate of the employee.

ARTICLE XVII

BEREAVEMENT LEAVE

1. An employee who suffers a death in his immediate family as hereinafter defined shall be entitled to receive a regular day of pay for time lost from work to prepare for and attend the funeral commencing with the day of death and ending with the day of burial up to a maximum of three (3) working days provided such days are normal scheduled working days for the employee.

2. The immediate family of any employee is defined and limited for the purpose hereof to the mother, father, sister, brother, spouse, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and grandchildren. Immediate family will include the term “domestic partner” if the employee has appropriately registered that partner pursuant to the Domestic Partnership Act.

3. Notwithstanding the content of the above paragraphs, the Borough Administrator, in his/her sole discretion, may grant special consideration in those situations which are not covered by the above circumstances.

4. The Borough may require verification of death.

5. An employee who suffers a death of his aunt, uncle, niece and/or nephew shall receive a maximum of one day per year, regardless of the number of incidents in a year.

ARTICLE XVIII

OTHER LEAVES

1. Military Leave.

Any full time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or naval service of the United States, and is required to perform mandatory active duty for training periods shall be granted a leave of absence with pay for the periods of such training. The amount of paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military service.

2. Maternity Leave.

Maternity Leave without pay may be granted up to one (1) year, at the sole discretion of the Borough Committee or its designee provided the request is made in writing to the Borough Administrator not later than the fifth month of pregnancy. (Pay for maternity leave shall be in accordance with current law.) Requests shall not be unreasonably denied and are subject to the grievance procedure.

3. Leaves of Absence.

(a) A leave of absence without pay may be requested by any employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department Head. Said leave of absence must be approved by the Borough Administrator before becoming official. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an additional three (3) months by the Borough Administrator with the approval of the Borough Committee. Employees returning from an authorized leave will be restored to their original classification at the time of the beginning of said leave.

(b) If an employee sustains an injury while in the Borough's employ and on duty, the employee will be continued without loss of pay for the maximum of one (1) year from the date of the injury. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law. Payments which an employee receives from the provisions of the Workers' Compensation Law or Temporary Disability Law shall either be remitted to the Borough or used as an offset to full salary payments. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.

(c) All employees who shall be disabled in accordance with subsection (b) of this Article shall submit themselves for examination to any of the panel of doctors made available by the insurance company which carries the workers' compensation insurance for Borough employees covered by this Agreement. Every employee covered under this Agreement who should be disabled so as to be physically unfit for duty shall give prompt notice, in writing, to the Department Head in which he is employed, as well as the Borough Administrator. When requested by the Borough

Administrator, the employee shall also submit to examination by a physician designated by the Borough, at the Borough's expense, who shall report and certify the nature and extent of the disability.

(d) Sickness in family - - Excused absence may be granted at the sole discretion of the Borough Administrator for illness in the immediate family, which is serious enough to require the presence at home of the employee. Excused absence is paid absence which is not charged to vacation or sick leave.

(e) It is agreed that, the state temporary disability requirements shall apply to employees who seek benefits pursuant to the borough's temporary disability policies, including state requirements as to which accrued leave must be exhausted prior to going on temporary disability. In addition, it is agreed that, all employees shall make an annual co-payment of no more than one hundred dollars (\$100.00) per year for temporary disability benefits.

ARTICLE XIX

RULES & REGULATIONS

New rules or modifications of existing rules which govern working conditions must be negotiated with the majority representative unless waived by the management rights clause of this Agreement or any other term herein or by the laws of the State of New Jersey.

ARTICLE XX

BULLETIN BOARDS

1. The Borough shall provide a bulletin board for the unit covered by this Agreement.
2. Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by the Union president prior to posting and must be on Union letterhead. No notices of a political nature nor notices disrespectful to the Borough or officials of the Borough shall be posted on said bulletin boards.

ARTICLE XXI

PERSONNEL FILES

1. Each employee covered by this Agreement shall be allowed to examine his personnel file, which shall be maintained by the Borough Administrator's office , on a reasonable basis which normally shall not exceed four (4) times per year. Such examination shall be conducted in the presence of the Borough Administrator or his designated representative for all other employees, and each item in the file shall be outlined and inventoried.

2. The Borough agrees that it shall notify employees of any new item placed in the employee's personnel file within fifteen (15) days of the item having being placed in the personnel file by the Borough.

ARTICLE XXII

NON-DISCRIMINATION

The Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap, or age or sexual preference.

ARTICLE XXIII

COURT ATTENDANCE

1. A full time employee covered by this Agreement who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Borough employee may be granted leave for that period of time in which he is officially involved with the Court in such capacity, with pay.

2. An employee who is called to serve on a jury and does so shall be entitled to paid leave for the period of time in which he is officially involved with the Court in such capacity.

3. Employee required to testify in court as a result of their employment shall be appropriately compensated.

ARTICLE XXIV

RESIGNATION

1. Any employee who wishes to resign from Borough service in good standing shall give his Office or Department Head, as well as the Borough Administrator, at least two (2) weeks prior written notice of his resignation. The two (2) weeks notice shall not include earned annual vacation time.

2. Any employee who fails to return to his duties within five (5) days after the expiration date of an authorized leave period without notifying his Office or Department Head may be considered by the Borough as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

ARTICLE XXV

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final 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 XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

ARTICLE XXVII

SALARIES

1. Effective January 1, 2010, there shall be a 3.25% across-the-board increase for each of the three years of the agreement.

2. The Deputy Court Administrator annual stipend shall be Two Thousand Five Hundred dollars (\$2,500.00). The Purchasing Agent will receive an annual stipend of Two Thousand dollars (\$2,000.00). The Assistant Safety Officer will receive an annual stipend of One Thousand Three Hundred dollars (\$1,300.00). The Assessing Clerk will receive an annual stipend of Two Thousand Two Hundred Fifty dollars (\$2,250.00). All the aforementioned stipends paid yearly and not included in base pay.

3. Custodians covered by this agreement shall receive uniforms consistent with the benefit provided for custodians contained in the collective bargaining agreement between the Borough and CWA Local 1034.

4. Employees using their private vehicles during the course of the work day for Borough business (but not for commuting or driving for personal reasons during the work day) shall be reimbursed by the Borough at the prevailing IRS reimbursement rate.

ARTICLE XXVIII

EDUCATION

The borough will reimburse employees for a maximum of nine (9) credits at the state university rate for each college credit earned. Reimbursement shall be provided only for members taking courses which are directly related to their occupation or part of their core requirements for a degree related to their occupation with the Borough. Prior approval for courses must be obtained in writing from the Borough Administrator. No reimbursement shall be given for a course if the AFSCME member receives an incomplete or a non-passing grade for said course. Eligible employees shall receive reimbursement for college courses within forty-five (45) days after presentation of evidence of successful completion of the course.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this _____ day of _____ 2010.

BOROUGH OF EATONTOWN

By: _____
George S. Jackson
Borough Administrator

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 73, AFL-CIO LOCAL 3407**

By: _____

SCHEDULE A

Police Dispatchers/Parking Officers

	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
Probation	41637	42990	44388
1 – 2 Years	46158	47658	49207
2 – 3 Years	50291	51925	53613
3 – 4 Years	51412	53083	54808
4 – 5 Years	53492	55230	57025

Civilian Police Clerk

	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
-1 Year	32817	33883	34987
1 - 2 Years	35190	36333	37514
2 - 3 Years	37561	38782	40042
3 – 4 Years	39942	41240	42580
4 – 5 Years	42312	43687	45107
5 – 6 Years	44688	46140	47640
6 – 7 Years	47059	48589	50168
7 & Up	49374	50979	52636

Advancement on the salary guide shall be on the employee's anniversary date, assuming the employee is qualified.

During the term of the Agreement, all other employees not on a salary guide shall receive salary increases in accordance with Article XXVII.

Police Clerks hired on or after January 1,2003 will be paid consistent with the senior clerk typist salary guide.

Dispatchers who work as Specials II (carrying weapons) while assigned to court detail shall be paid an extra \$8.00 per hour for the actual time spent working in court while carrying a weapon; however, if only one dispatcher is working in court for that particular day, that dispatcher who is assigned to court and carrying a weapon shall receive the \$8.00 hourly increase for his/her entire regular eight hour shift. In no event shall the monies paid by the Borough for this stipend exceed \$40.00 in a particular day (unless one or more officers works in excess of four hours each in court while carrying a weapon).