

AGREEMENT
BETWEEN
BOROUGH OF LAKEHURST
AND
AFSCME COUNCIL #71

JANUARY 1, 2005-DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into by the Borough of Lakehurst, hereinafter referred to as the "Employer" and Local 3304 affiliated with District Council #71, 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 Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment.

ARTICLE I
RECOGNITION

1. The Employer recognizes District Council #71, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purposes of the establishing or salaries, wages, hours and other conditions of employment for all personnel listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees, as established by the laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123.

2. **BARGAINING UNIT TITLES:**

- Deputy Municipal Court Administrator
- Tax Collector
- Account Clerk
- Senior Clerk Typist
- Principal Clerk Typist
- Clerk Typist
- Police Records Clerk
- Laborer
- Laborer II
- Senior Public Works Repairer
- Public Works Repairer
- Public Works Trainee
- Violations Clerk
- Assistant Violations Clerk
- Truck Driver

3. Part-time employees who work more than twenty (20) hours per week shall receive prorated health benefits. Part-time employees may waive their rights to prorated benefits.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough of Lakehurst hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the 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, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary seasonal employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any

work. The employer shall inform the Union forty-five (45) days prior to contracting out work, which would necessitate a layoff.

8. To layoff employees in the event of lack of funds, or under conditions where continuation of such work would be inefficient and non-productive.

9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under *NJSA 40A; 1-1 et. seq.* or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough of behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this agreement, which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Borough or any of its authorized managerial executives or supervisory personnel.

ARTICLE III
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, either the Association or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence on any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Borough to invoke any of the following alternatives:

1. Withdrawal of Union recognition
2. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union.

D. Nothing contained in this Agreement shall be construed to limit the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Association or its members.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the department.
- C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them excluding re-employment. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretations, application or alleged violation of the terms and conditions of this Agreement.
- D. With respect to employee grievances, no grievance may proceed to arbitration unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement excluding issues of employment. Disputes concerning terms and conditions of employment controlled in this Agreement, either expressly or by operation of law, may only proceed to arbitration.
- E. 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.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however,

be extended by mutual agreement.

Step One:

The aggrieved or the Union shall institute action under the provisions hereof within five (5) workdays after the event giving rise to the grievance has occurred, an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) workdays shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) workdays of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) workdays thereafter to the Department head or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the proceeding oral discussion, the application Section of this contract violated, and the remedy requested by the grievant. The Department head or his designated representative will answer the grievance in writing within five (5) workdays of receipt of the written grievance.

Step Three:

If the aggrieved or the Union wishes to appeal the decision of the Department head, such appeal shall be presented in writing to the Municipal Administrator within five (5) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Municipal Administrator shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four:

If the Union wishes to appeal the decision of the Administrator, such appeal will be presented to the Borough Council, in writing, within five (5) work days thereafter.

Step Five:

If the grievance still remains unsettled, the District Council Representative may within fifteen (15) working days after the reply of the Municipal Administrator is due, by written notice, to the Borough Clerk and proceed to arbitration before the Public Employment Relations Commission. The parties will be bound by the rules of the Commissioner. The Union and Council can mutually agree upon a longer time period within which to adjust the grievance before going to Arbitration.

A. The arbitrator so selected shall confer with the representatives of the Borough Council and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, which is violative of the terms of this agreement. Such decision shall be final and binding.

B. The costs for the services of the arbitrator including per diem expenses, if any, and actual necessary travel subsistence expenses shall be borne equally by the Borough and the Union. Any other expenses incurred shall be paid by the party incurring same. The parties direct the arbitrator to decide as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

C. All employees, including the grievant, shall continue under the direction of the department head, regardless of the pending of any grievance until such grievance is properly determined.

D. Any aggrieved person shall be represented at all stages of the grievance procedure by himself, or at his option, a representative selected or approval by the Union.

When a member is not represented by the Union, the Union shall have the right to be present and to state its view at all stages of the grievance procedure.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

F. The Union will notify the employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

G. Agents of the Union who are not employees of the Borough, will be permitted to visit with employees during working hours for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. (Such representative shall also be recognized by the Borough as authorized spokesman for the Union in the matters between the parties regarding employee representation matters).

H. The Borough and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to request of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

I. Only one (1) grievance at a time may be submitted to arbitration.

ARTICLE V

SALARY GUIDE AND OVERTIME

SALARY GUIDE

	<u>1/1/05</u>	<u>7/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
Clerk-Typist	\$ 11.28	\$ 11.51	\$ 11.91	\$ 12.33
Senior Clerk-Typist	\$ 12.52	\$12.77	\$ 13.22	\$13.68
Asst Violations Clerk	\$ 12.52	\$ 12.77	\$ 13.22	\$ 13.68
Principal Clerk-Typist	\$ 14.66	\$ 14.95	\$ 15.47	\$ 16.01
Violations Clerk	\$ 13.03	\$ 13.29	\$ 13.76	\$ 14.24
Account Clerk	\$ 14.67	\$ 14.96	\$ 15.48	\$ 16.02
Police Records Clerk	\$ 14.67	\$ 14.96	\$ 15.48	\$ 16.02
Deputy Court Admin	\$ 13.64	\$ 13.91	\$ 14.40	\$ 14.90
Tax Collector	\$ 20.03	\$ 20.43	\$ 21.15	\$ 21.89
Laborer	\$ 11.55	\$ 11.78	\$ 12.19	\$ 12.62
Laborer II	\$ 12.52	\$ 12.77	\$ 13.22	\$ 13.68
P W Trainee	\$ 12.52	\$ 12.77	\$ 13.22	\$ 13.68
Repairer	\$ 13.48	\$ 13.75	\$ 14.23	\$ 14.73
Senior Repairer	\$ 16.95	\$ 17.29	\$ 17.90	\$ 18.53
Truck Driver	\$ 16.89	\$ 17.23	\$ 17.83	\$ 18.45
Checking Water Treatment Plant and Wastewater Pumping Station on Weekends and Holidays	\$5,614.10	\$5,726.38	\$5,926.80	\$6,134.24

Any employee who is scheduled to work beyond the scope of his current title, and is not receiving compensation, shall receive a differential of \$ 0.50 (fifty cents) per hour. This shall not be included toward a new hourly rate or overtime rate.

OVERTIME

- A. For Employees of the Public Works Department overtime shall be considered as all time worked in excess of eight (8) hours per day and forty (40) hours per week. No employee shall be paid both daily and weekly overtime for the same hours worked.
- B. For all other white collar titles overtime shall be considered as all time worked in excess of seven (7) hours per day and thirty-five (35) hours per week. No employee shall be paid both daily and weekly overtime for the same hours worked.
- C. Time and one half (1 1/2) the employee's regular rate of pay shall be paid for work on Saturday.
- D. Overtime work shall be voluntary, except in cases of emergency. Overtime shall be offered to most senior man first. Should no employee volunteer for overtime, the Borough will call in employees in inverse seniority order provided the employee has the qualifications to perform such work.
- E. Overtime work shall be distributed, as equally as possible among all members of the Bargaining Unit, in their respective job classifications. Overtime will rotate through a list of senior to least senior employee, starting with the next inline employee to work when overtime is needed. Nothing herein precludes the call in of specifically qualified employees when required.
- F. Overtime shall be paid currently.
- G. Overtime work shall be kept to a minimum except in cases of emergency, and must be authorized in advance by the Department Head. The response for the granting of overtime shall be noted on the time report and certified by the Department Head.
- H. Recall-There will be an automatic two (2) hour minimum of time for any re-call. The two (2) hours minimum shall not be applicable to time periods contiguous with the employee's workday. The Borough retains the right to hold the employee for the full two (2) hour minimum.

I. Compensatory Time. An employee shall have the option of receiving either pay or compensatory time for working overtime. The employee shall inform the employer prior to working the overtime or at the beginning of their next regular shift. An employee may accrue up to 80 hours of compensatory time. The FLSA provides that an employee who has accrued compensatory time shall be permitted to use such time off within a “reasonable period” after making the request if such use does not “unduly disrupt” the operations of the Borough. Requests for compensatory time off will be submitted in the same manner as a vacation and does not supercede vacation or personal day requests.

ARTICLE VI

PERSONAL BUSINESS DAY

- A. Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually, not deducted from sick or vacation leave, with approval of the Municipal Administrator. The form for requesting such leave shall contain an indication whether the personal leave is "religious", "business" or "personal." Such leave shall not be for recreational purposes.
- B. A personal day application shall, except in cases of emergency, be made at least five (5) work days prior to the personal day to be taken.
- C. A new employee must have a minimum of one (1) year service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.
- D. Temporary, seasonal employees, and part-time employees are not eligible for this benefit. Part-time employees shall receive personal days prorated.
- E. Such leave shall not accumulate from year to year.

ARTICLE VII

VACATIONS

A. After the first year, said employees shall have the right to take all vacation days to which they would be entitled, at any time during the year, subject, however, to the discretion of the Department Head.

B. Employees may carry over one year's vacation time to the next year. If such time is not used, it is lost. The employees involved agree to waive any other rights to any accumulated vacation.

C. Upon termination of employment, an employee will receive payment for all accrued vacation leave.

D. Full-time permanent employees shall earn vacation on the basis of the following schedule.

Less than 1 year completed	1 workday per month of service
1 year completed	12 workdays per year
3 years completed	15 workdays per year
7 years completed	18 workdays per year
10 years completed	20 workdays per year
15 years completed	25 workdays per year

E. When an employee requests permission to use an individual vacation day of 1/2 or part thereof, such requests shall be granted at the discretion of the Department Head.

F. The time of the year of the vacation shall be determined by the Department Head with due regard for the wishes of the employee and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous services shall have preference in the assignment of vacation periods.

G. Vacations shall be so scheduled as to obviate the need for temporary increases in

personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the department. All requests shall be submitted, in writing, within seven (7) days of the time in which the week of vacation is to be taken.

H. Whenever a permanent employee dies having to his/her credit any vacation leave, there shall be calculated and paid to the estate a sum of money equal to the compensation figured on his/her salary at the time of death.

I. Employees may carry a year of vacation over into the next proceeding year.

ARTICLE VIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident, or exposure to a contagious disease requiring isolation.

B. All full-time employees covered by this agreement shall accrue sick leave with pay at the rate of one (1) working day for every month of service during the balance of the first calendar year of hiring. Each full time employee shall received fifteen (15) working days in every calendar of service thereafter. Part-time employees shall receive sick leave on a prorated basis.

C. In the event an illness requires an employee to take in excess of three (3) consecutive accumulated sick days, said employee shall submit to the Department Head a written statement from his treating physician describing the nature of the illness and whether such illness requires the employee to remain at home and away from duty. In the event the employee takes in excess of ten (10) consecutive accumulated sick days, the employer shall have the right to have the employee periodically examined at the Borough's expense by a Borough appointed physician to determine the nature of the illness and whether such illness requires the employee to remain at home and away from duty.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send for Medical Physician to examine the report on the condition of the patient too the Department Head.

E. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Borough medical physician at Borough

expense. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability. The employee agrees to submit proper documentation to his/her insurance company for reimbursement of Borough ordered exams the Borough will make up the difference.

F. The rules which follow apply to the payment of salaries during periods of illness or disability, of regular, permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Supervisor may direct the employee to the Borough physician for an opinion as to the eligibility of the employee to be absent from work.

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

1. When the employee, under medical care, fails to carry out the orders of the attending physician.
2. When in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes.
3. When in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
4. When an employee does not report to the Borough physician as ordered.
5. When Supervisor is unable to contact the employee.

H. The recommendation of the Borough medical physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head.

- I. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor at Borough expense.
- I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.
- J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.
- K. If any employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one-half (1/2) hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for disciplinary action. An employee who is absent three (3) consecutive days or more, and who does not notify his Department Head or some other responsible representative of the Borough on any of the first three (3) days will be subject to dismissal.
- L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge. In the event an employee is tardy for work up to one-half (1/2) hour, then one-half (1/2) hour shall be deducted from his pay. In the event an employee is tardy for more than one (1) hour, then he may be sent home for the day at the discretion of the supervisor. Notice of all docking shall be provided to the employee in writing within seven (7) days. The supervisor shall have, however, the discretion in all instances of giving a warning for the incident of tardiness, said warning to be in writing.

M. Any employee who calls in sick and engages in outside employment may be subject to immediate discipline.

N. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits including Social Security, and to furnish proof of such application to the Borough, along with proof of receipt or denial of such benefits.

O. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

P. If an employee exhausts his accumulated sick time any sick leave which is disapproved will be charged as absence without pay unless the employee agrees in writing that the time shall be charged against vacation time.

Q. Employees shall be allowed to donate sick time to other employees, who have used all of their accrued time (sick, vacation and/or compensatory time) and are seriously ill.

R. An employee may sell back to the Borough at a rate of 25% (twenty-five percent) all sick days over 30 days accrued upon notice to the employer no later than October 15th each year and shall receive payment by separate check in the last payroll of December that year.

ARTICLE IX

FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall include only husband, wife, child, parent, brother, sister, grandparents, grandchild or in-laws, parental guardians, foster parents or others as approved by the Municipal Administrator.
- C. Reasonable verification of the event may be required by the Borough.
- D. Such bereavement is not in addition too any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.
- E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

ARTICLE X
INSURANCE

- A. The Borough shall provide hospitalization insurance coverage, major medical, and insurance.
- B. The Borough has the right to change insurance carriers or institute a self-insurance program, so long as substantially similar benefits are provided.
- C. Co-payment on prescriptions shall be the same co-pay as the LPA contract.
- D. Upon retirement, either disability or with 25 years of service to the Borough, the Borough paid health plan in effect at the time (e.g. family, single, etc.) of retirement will be maintained for the term of the retiree until Medicare assumes responsibility. This shall be non-revocable for any retiree gaining this benefit. Annually, the retiree shall provide a statement entitlement for his dependents; insurance coverage will be modified downward as dependents become ineligible.
- E. If the employee elects to use the health benefits of the spouse, he will be paid by the Borough one half (1/2) the Borough's cost of purchasing the plan. This shall be a monthly adjustment, not part of normal compensation, and shall not be used to establish a new base salary.

ARTICLE XI

HOLIDAYS

A. All employees shall receive credit for a day off for the following fourteen (14) holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. If a holiday fall son a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

C. If an employee is on a leave of absence or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay.

D. If an employee is called to work on a holiday, he shall receive his pay for the holiday plus be paid at the rate of time and one-half for the work done.

ARTICLE XII

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight hours) and the daily jury fee, subject to the following conditions.

1. The employee must notify the Municipal Administrator immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or time off from Borough employment.

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to 12 noon, that employee shall be required to return to work by three o'clock that day in order to receive pay for that day.

ARTICLE XIII
MILITARY LEAVE

A. A permanent employee who enters upon active duty with Military or Naval Forces of the United States shall be granted a leave of absence for the period of such service and three months thereafter without pay.

ARTICLE XIV

LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed 30 continuous calendar days, by submitting in writing, all facts bearing on the request to his supervisor, who will append his recommendations and forward request to the Borough Council. The Borough Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning or end of an excused leave of absence are part of the absence if the employee is not available for work.

B. If leave is granted, the employee will be entitled to his old position provided he is capable of performing the work.

C. Employees shall be granted leave pursuant to the Family Leave Act.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Borough and the Union agree that there shall be no discrimination against any employee of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Union agree that all employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

C. The Borough and the Union agree that there shall be no discrimination against an employee pursuant to the Americans with Disabilities Act.

ARTICLE XVI

PROBATIONARY PERIOD

A. An employee appointed to the classified service shall serve a probationary period of three (3) months which may not be extended. The purpose of the test period is to enable the appointing authority to evaluate the employee's work performance and conduct, in consultation with the Department's Head, in order to determine whether the employee merits permanent status. In every case, the employee shall be notified in writing of the discontinuance of his/her services and of the reasons for the action. A copy of the notice will be forwarded to the Department of Personnel.

B. Pursuant to NJAC 4A:4-5.3, the appointing authority shall prepare a progress report on the employee at the end of the two months and a final reports at the conclusion of the working test period. Unless an employee is notified in writing that his/her services are unsatisfactory prior to the ninetieth (90th) day of probationary period, then the permanent appointment to the position will be automatic.

C. A three (3) month probationary period shall also pertain to an employee promoted permanently to a higher classification. Such probationary status will in no way affect the rights and status of the employee in the original or lower classification.

D. For merit, upon the recommendation of the Department Head a Laborer I may be promoted to Laborer II. A prerequisite would be obtaining a CDL with the appropriate endorsements to operate municipal trucks.

ARTICLE XVII

SEVERABILITY AND SAVINGS

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary by law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

A. There shall be no discipline or discharge except for just cause. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved. Other than an oral reprimand, the employee, the Local Union and the District Council shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore. Employees shall have the right to appeal any discipline through the grievance except as provided in Civil Service. The appeal shall be instituted at a level of the grievance procedure deemed appropriate under the circumstances. All discipline taken shall be progressive when appropriate.

ARTICLE XIX
BILL OF RIGHTS

To ensure that the individual rights of employees in the Bargaining Unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union Representation at each stage of a disciplinary hearing.
- B. No employee shall be required by the Employer and/or its Agents to submit to a non-criminal interrogation, unless the employee is afforded the opportunity of Union Representation.
- C. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
- D. The Employee shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by the Agreement, and the Employer shall furnish copies of same to the Union in January of each year.
- E. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of layoffs, recalls, vacation schedules, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XX

WORKERS COMPENSATION

- A. When an employee is injured on duty, he is to receive worker's compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only, not to exceed one year.
- B. An employee who is injured on the job and is sent home, or to a hospital or doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his regular shift for that day.
- C. The employee shall not be charged with any sick leave time for time lost due to such particular injury or disability covered by Worker's compensation.
- D. To be eligible for injury leave, the employee must report his injury within twenty-four (24) hours of the injury.

ARTICLE XXI
GENERAL PROVISIONS

A. Union Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in the employee's work area to be used by the Union for official union business only.

B. Union Activities on Employer's Time and Premises: The Employer agrees during working hours on the Employer's premises and without loss of pay, union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other employees' non-working time, and attend negotiation meetings, transmit communications authorized by the Local Union or its Officers or other Union representatives, concerning the enforcement of any provisions of this Agreement provided such activity does not interfere with the Borough work schedule.

C. Visits by Union Representatives: The Employer agrees that accredited Representatives of the American Federation of State, County and Municipal Employees, whether Local Union Representatives, District Council Representatives or International Representatives, shall have full and free access to the premises of the employer at any time during working hours to conduct union business, provided prior notice has been furnished to the employer and provided that none of such activities shall interfere with the employer's work schedule and activities.

D. Travel Expense:

1. Employees required by the Borough to travel or attend conventions, seminars or training courses on behalf of the Borough will be reimbursed for any legitimate expense provided it is supported by a detailed claim and, appropriate, supporting receipts.

2. Use of any employee's personal auto shall be at the IRS authorized rate.

ARTICLE XXII
SAFETY AND HEALTH

A. The Employer shall at all times maintain safe working conditions.

ARTICLE XXIII
LONGEVITY PAY

A. Longevity shall be paid on the employee's anniversary date. The Employer in its sole discretion may give longevity credit for seniority time.

B. The following longevity schedule shall be implemented effective Jan 1, 2005.

<u>Start</u>	<u>Completion</u>	<u>Percentage</u>
0	6 years	No Longevity
7 years	9 years	3%
10 years	12 years	4%
13 years	15 years	5%
16 years	19 years	6%
20 years	22 years	7%
23 years +		9%

C. Any employee receiving longevity under the provisions of the previous contract will continue at that rate of longevity until they are moved to a step on the new longevity scale

ARTICLE XXIV

CLOTHING

A. Employer agrees to provide each new employee of the Public Works Department with the following clothing:

- One (1) pair of work boots
- One (1) set of rain gear
- Two (2) winter shirts
- Two (2) summer shirts
- Two (2) pair of winter pants
- Two (2) pair of summer pants
- One (1) winter coat
- Gloves
- Orange Safety Vest

B. The Borough will provide one pair of insulated shoes and one hooded sweatshirt. Replacements shall be provided for clothing damaged in the line of duty so long as damaged clothing is returned to the Borough.

C. The employer will provide each year the shirt and pant allotment listed above.

ARTICLE XXV
WORK SCHEDULE

A. The regularly scheduled work week for employees of the Public Works Department shall consist of five (5) consecutive days, Monday through Friday, inclusive. The hours of the work week shall be 7:00 a.m.-3:30 p.m., with a lunch break of one-half hour.

Summer hours 6:00AM – 2:30PM begin the second Monday in May until the second Monday in September.

B. The regularly scheduled work week for Police Records Clerks shall consist of 40 hours per week, Monday through Friday, inclusive. The hours of work shall be 8:00 a.m. until 4:00 p.m. with a paid lunch break of one hour.

C. Employees shall be granted two (2) fifteen (15) minute rest breaks, one in the AM and one in the PM as per present practice.

D. The Borough retains the right to change work hours listed above to fit the needs of the Borough. The Borough agrees to give thirty (30) day notice, if possible, and discuss such with Union.

ARTICLE XXVI

CHECK OFF

A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and aggregate deductions of all employees shall be remitted to the District Council, together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made.

B. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards as furnished by the Union to the Board, or reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such change deduction.

C. All other employees whose working titles are covered under recognition of the contract shall pay 85% dues (agency shop).

ARTICLE XXVII

FULLY-BARGAINED AGREEMENT

A. 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 XXVIII

DURATION

A. This agreement shall be in full force and effect as January 1, 2005, and shall remain in effect to and including December 31, 2007 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Lakehurst, New Jersey, on this day of , 2005.

COUNCIL 71

BOROUGH OF LAKEHURST

BY: _____

BY: _____
Mayor, Borough of Lakehurst

Administrator
Borough of Lakehurst