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A G R E E M E N T

Between

BOROUGH OF SAYREVILLE,  
MIDDLESEX COUNTY, NEW JERSEY

and

MIDDLESEX COUNCIL NO. 7,  
NEW JERSEY CIVIL SERVICE ASSOCIATION

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JANUARY 1, 1973 through DECEMBER 31, 1974  
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PREAMBLE

This Agreement entered into this 2nd day of November 1973, by and between the Borough of Sayreville, in the County of Middlesex, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and Middlesex Council No. 7, New Jersey Civil Service Association, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

A. The Association is recognized as the bargaining agent for both the white collar unit and the blue collar unit, which include all present and future permanent provisional positions in all departments of the Borough of Sayreville, excluding supervisors, managerial executive, police, and craft employees as set forth in the Act.

B. This Recognition covering two (2) units is incorporated herewith into a single Agreement for the mutual convenience of the parties hereto. It is mutually covenanted and agreed that the coverage of two (2) units in a single Agreement is without prejudice to the rights of either party to present to the New Jersey Public Employment Relations Commission, by an appropriate Petition, a request to issue a determination as to whether or not such dual coverage is in conformity with Chapter 303 of the Laws of 1968. It is further specifically covenanted and agreed that no issue as to established practice prior Agreement, or special circumstance shall either be raised to or heard by the Public Employment Relations Commission in their determination as to the legality of the matter.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 393, Public Laws of 1968, in a good faith effort to reach Agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel shall be reduced in writing, shall be adopted by appropriate Resolution of the Borough, and shall be signed by the Borough and the Association. The signature by the Association of the Contract shall be pursuant to authorization received from the membership and the Borough reserves the right to request proof of authorization of the membership before appending its signature to any Agreement.

2. The Association shall submit its initial Contract proposals to the Borough not later than September 15 of the calendar year preceding the expiration of this Agreement, and such submission of proposals shall constitute the opening of formal negotiations. In the event initial proposals are not received by the Borough by the aforementioned date, the then current Agreement shall continue in full force and effect for the ensuing year. Nothing contained herein shall preclude the Association from submitting additional demands, or modifying those already made.

3. The Borough reserves the right to present proposals of its own, as well as counter-proposals to those presented by the Asso-

ciation. Such proposals shall be presented to the Association in writing by October 15.

4. a. All meetings between the parties for the purpose of negotiations shall be scheduled so that there are equal sessions held on employee and employer time.

b. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay.

5. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matters in dispute without undue delay in the course of negotiations, that each side shall normally limit its negotiating committee to not more than six (6) employees of the Borough. In the event that the governing body determines that it

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4. a. All meetings between the parties for the purpose of negotiations shall be scheduled so that there are equal sessions held on employee and employer time.

b. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay.

5. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matters in dispute without undue delay in the course of negotiations, that each side shall normally limit its negotiating committee to not more than six (6) employees of the Borough. In the event that the governing body determines that it wishes to sit as a committee of the whole in one (1) or more negotiating sessions, it may do so notwithstanding the above limitation.



### ARTICLE III

#### ASSOCIATION REPRESENTATIVES

A. Accredited representatives of the Association may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Association decides to have its representative enter the Borough facilities or premises, it will request such permission from the appropriate Borough representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of Borough Government or normal duties of employees.

B. There shall be no Association business transacted nor meetings held on Borough time or in Borough buildings without prior approval from the Mayor or his designee.

C. The Association may appoint such representatives as it deems necessary. Their names shall be communicated to the governing body. No more than two (2) representatives shall be involved in activities pursuant to Section A above at any one time.

D. Prior to any steward undertaking activities regarding paragraph "A", he shall request permission of his immediate supervisor to leave his work station. Such permission shall not be denied unreasonably.

ARTICLE IV

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change.

C. The Association will provide the necessary checkoff authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to designated Borough officials. The Association shall indemnify, defend and save 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 Association to the Borough.

ARTICLE V

HOURS AND OVERTIME

A. All employees shall be expected to complete their work in the time allotted for their normal work day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half in pay.

B. Employees "required" to work on Saturday as their sixth (6th) consecutive work day shall receive payment at the rate of time and one-half. For purposes of this section any holiday falling within the week shall be construed as a work day. For hours worked beyond their regularly scheduled work day on Saturday employees shall receive double time.

C. Employees not regularly scheduled to work on Sunday, shall be paid double time for their normal shift, and double time and one-half for all hours beyond their normal shift on a Sunday, for all planned overtime.

D. Employees regularly scheduled to work on Sunday, shall be paid at the rate of time and one-half for their normal work day.

E. Employees scheduled to work on a holiday shall be paid their regular day's pay, plus an additional rate of time and one-half for all hours worked.

F. A seniority list is to be established within each department or division. Men are to be called for overtime in accordance with their seniority. If a man cannot be reached, the next employee shall be called. In the event a man refuses overtime his name shall be placed at the bottom

of the seniority roster. All overtime shall be awarded on the basis of the requirements of the job and seniority. The seniority lists to be set up shall consist of groupings of job titles. During initial placement on seniority lists it is understood that unique or unusual job titles may be placed onto one of the standard lists.

G. If an employee is called in for emergency work, he shall receive call-in pay as follows:

Two (2) hours of straight time pay,  
plus time and a half for  
all time actually worked.

H. Each employee shall be entitled to one (1) fifteen (15) minute break for each one-half day period of work, morning and afternoon, provided, however, that such breaks shall be taken for the morning period no earlier than 9:30 a. m. and no later than 10:30 a. m., and the afternoon period no earlier than 2:30 p. m. and no later than 3:30 p. m. There shall be a ten (10) minute wash-up period prior to quitting time, for the blue collar employees.

I. All scheduled employees must report for work. Should an employee report for work and subsequently the Borough decides to close Borough offices for whatever reason, such employee who reports to work shall be credited for the day's work. However, if an employee does not report for work, he will lose a day's wages. Should the Borough, for whatever reasons, close Borough offices before the start of a workday, all affected employees will be credited with a day's work.

ARTICLE VI

SALARIES

A. Effective January 1, 1973, all employees shall receive a wage increase equal to 5.5% over their 1972 wage rate.

B. Effective January 1, 1974, all employees shall receive a wage increase of 8% over their 1973 wage rate.

ARTICLE VII

INSURANCE

A. The Borough shall provide the following insurance coverages for their employees:

1. Blue Cross
2. Blue Shield
3. Rider "J"
4. Major Medical

B. The Borough reserves the right to change insurance carriers so long as equal or better benefits are provided.

C. Effective January 1, 1974, the Borough shall provide Health Insurance coverage for retired employees in accordance with N.J.S.A. 52:14-17.38.

D.1. That there be no disability insurance coverage for the balance of 1973.

2. That a small joint committee (not to exceed three (3) members of the employees unit and three (3) members of the Municipal Government) be established to look into and explore different plans that may be available, so that agreement for a plan to take effect January 1, 1974, can be arrived at.

3. That the Borough shall effective January 1, 1974, contribute \$3.00 per month per worker who elects coverage, towards total premiums.

## ARTICLE VIII

### HOLIDAYS

A. The following thirteen (13) holidays are hereby established for the duration of this Agreement: New Year's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Primary Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; General Election Day; Thanksgiving Day, and Christmas Day.

B. In the event the Mayor and Council of the Borough of Sayreville declare an additional holiday, such holiday shall apply to the employees covered by this Agreement. Any national or state holiday which is voted upon by the appropriate legislative authority incumbent upon the Borough of Sayreville to abide by shall also be awarded to employees of the Borough.

C. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

D. Where a holiday creates a three (3) day weekend, employees of those Departments required to work on any of those three (3) days shall be paid at the rate of time and one-half. Holiday pay shall not be permitted if the employee fails to report on his scheduled work days immediately preceding and following such holiday, unless there is a justifiable reason or a proper doctor's certificate.

ARTICLE IX

LEAVE

1. Sick Leave

A. Sick leave may be used by an employee for personal illness, an illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy or disabling injuries.

B. Sick leave shall be accumulated in accordance with the following schedule:

During the first year of employment:	One (1) day per month of employment.
From the beginning of the second year and thereafter:	One and one-quarter (1 1/4) days per month of employment.

Sick leave may be accumulated from year to year.

C. Absence for more than three (3) consecutive days shall require a certificate from the employee's doctor in order to be charged to sick leave.

D. Up to three (3) days of sick leave may be utilized by an employee in any one (1) year for personal business, provided that such days may not be taken consecutively. No reason need be stated, other than that the day is being used for personal business. If personal days are to be taken consecutively, then a justifiable reason must be stated.



E. Personal days may not be taken either on the day before or the day after the employee's vacation or holiday. Any sick leave day taken on the day immediately preceding or the day immediately following an employee's vacation or holiday shall be credited only upon the presentation of a medical certificate as to the employee's illness.

F. Part-time and full-time temporary employees are not eligible for sick or personal leave.

2. Bereavement Leave

A. All employees shall receive three (3) days leave with pay in the event of a death in their immediate family.

B. Immediate family, for purposes of this Article, shall be defined as spouse, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or other member of the employee's immediate household.

3. Jury Duty Leave

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

ARTICLE X

VACATIONS

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

- 0 - 1 year.....One (1) day per month.
- Beginning of the second through the fifth year.....Ten (10) working days each year of service.
- Beginning of the sixth year through the tenth year.....Fifteen (15) working days during each year of service.
- Beginning the eleventh year through the twentieth year....Twenty (20) working days during each year of service.
- Over twenty years.....Twenty-five (25) working days during each year of service plus one (1) additional day for each year over twenty-five (25) years.

B. The vacation period is equivalent to the calendar year.

C. Any employee attaining an anniversary date which would increase his vacation schedule for a particular calendar year, shall receive the additional vacation if his anniversary date is on or before September 15. Anyone reaching such anniversary date after September 15 shall receive the increased vacation schedule during the calendar year next following.

D. The employer and the Association agree that employees shall submit requests for vacation periods no later than April 15 of each year

with first and second choices. The first choice requested shall be on the basis of seniority and the needs of the Borough. It shall be assumed that an employee will remain in the service of the Borough for the full calendar year and is entitled to use all vacation time for that year when requested, as permitted by the vacation schedule. Should any employee leave before the calendar year is completed, he must repay any vacation time already used but not earned on a pro rata basis. Any employee leaving the service of the Borough shall have any unused vacation time paid him on the basis of one (1) day for each month of service during that calendar year.

E. 1. Employees having less than one (1) year service with the Borough shall not be permitted to accumulate or carry over any part of their annual vacation.

2. Employees having between one (1) year and five (5) years of service with the Borough shall be permitted to accumulate or carry over one (1) week's vacation.

3. Employees having more than ten (1) years of service with the Borough shall be permitted to accumulate or carry over two (2) weeks vacation.

4. No employee shall be permitted to have accumulations or carry overs of vacation of more than two (2) weeks at one time.

F. When a holiday falls during the employees vacation, he shall receive one (1) additional day subsequent to his return to work. The scheduling of such day shall be agreed to mutually by the employee and his supervisor.

ARTICLE XI  
GRIEVANCE PROCEDURE

1. Grievance Committee

A. The employee Association shall annually select from among its membership not less than three (3) nor more than five (5) who shall be designated as the "Grievance Committee." The names of the members of the Grievance Committee shall be promptly submitted to the Mayor and Council for their records and information.

B. The following procedure shall be employed in an effort to satisfactorily handle all grievances other than those which mandatorily would have to be disposed of by Civil Service procedure or public hearings:

(1.) Should a grievance arise between the Borough and the Employee Association or any of its members as to the meaning or application of the provisions of this proposal, an early effort shall be made to settle such grievances in the manner hereinafter provided.

(2.) Any employee of the Borough having any such grievance shall, within three (3) workdays after the grievance arises first take up the matter with his representative or steward who will present grievance to the Department Head.

(3.) If within three (3) workdays a satisfactory settlement is not arrived at between these parties,

the matter shall be put into writing and taken up by the employee concerned and the members of the Grievance Committee with the respective committee chairman.

(4.) If a settlement is not arrived at between these parties within three (3) workdays, the Grievance Committee shall, if it considers the grievance a justified one, take it up with the Mayor and Council at one of their business sessions or executive sessions, in private without having the matter made one of public record. The Mayor and Council agree to meet with the Grievance Committee as soon as practicable, but in any event within seven (7) workdays from the date of receipt of written notice from the Grievance Committee setting forth the particulars of the grievance or grievances, and requesting such meeting.

(5.) Arbitration: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employees. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement,

such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be final. The cost of the arbitrator's fee shall be shared by the Borough and the Employee Association. Time extensions may be mutually agreed to by the Borough and the employees.

ARTICLE XII

LAYOFFS

The employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the employer to the Association, shall be on the basis of seniority within the Department, beginning with temporary help, then provisional employees and last, permanent employees, according to procedures specified in Civil Service rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the employer shall provide proper written notice to employees to be laid off, forty-five (45) days in advance as required by Civil Service rules.

ARTICLE XIII

ASSOCIATION AND EMPLOYEE PRIVILEGES

A. In addition to such other rights granted the Association herein, including participation in grievance proceedings and negotiations, the Association shall have the right to make legitimate use of bulletin boards within the Borough.

B. Employees shall have the right to inspect and review their individual personnel file upon request to the employer. The employer recognizes and agrees to permit this review and examination upon notice from the employee. The employee shall have the right to define, explain or object to in writing anything found in his personnel file. This writing shall become a part of the employees personnel file.



## ARTICLE XIV

### EMPLOYEE EXPENSES AND REIMBURSEMENT

A. When any class of employment requires the use of specialized equipment, such as rain gear, mechanics coveralls, and safety equipment, these shall be provided by the employer, maintained by the employer at no expense to the employee. The employee will turn in work clothes before getting new ones; provided, however, that no such rain gear, coveralls or safety equipment shall be replaced until the existing equipment has either been turned in to the Borough or certified as unusable or obsolete by the Head of the Department involved.

B. All other necessary expenses borne by the employees in the course of their work, which are currently subject to reimbursement, shall continue to be reimbursed.

C. Mileage allowance shall be paid at the rate of ten cents (10¢) per mile for employees using their own automobiles on authorized Borough business.

D. A meal allowance of \$2.00 per meal will be provided if an employee is required to work four (4) or more hours of overtime beyond his normal work day. Beyond eight (8) hours of overtime, a meal allowance of \$2.00 will be provided for each four (4) additional consecutive hours.

ARTICLE XV

EMPLOYEE FACILITIES

Adequate facilities shall be provided for employees for purposes of daily breaks, eating of lunches and for relief in time of momentary illness incurred while at work.

ARTICLE XVI

PROMOTIONS AND WORK LOAD

A. Promotions

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

B. Provisional appointments within the bargaining unit.

1. Provisional appointments within the bargaining unit shall be made based upon qualifications of applicants and seniority within the department or division. The superintendent may remove any such provisional appointee for unsatisfactory performance and replace him with the next most qualified and senior man. Such removal is subject to the Grievance Procedure.

C. Temporary assignment to fill positions left vacant due to absence of regular employees on a daily basis.

1. Employees shall be assigned to fill higher level positions by qualifications and seniority within the department or division. In the event of emergency conditions or the unavailability of qualified manpower from such divisional or departmental seniority lists, appointments may be made at the sole discretion of the Borough. No higher pay for such daily appointments shall be made until such assigned employee has performed the higher paying duty for a fourth consecutive day. Thereafter he shall be paid at the higher rate, for so long as he retains that higher position.

D. Scheduled absences.

1. Any employee scheduled to work in a higher classification due to the scheduled absence of the regular employee in that classification shall be compensated in accordance with current practice.

ARTICLE XVII

TERMINAL LEAVE PAY

Employees shall receive one (1) month's wages for every five (5) years of service with the Borough as terminal leave pay. Such policy shall continue to be made as currently in effect.

ARTICLE XVIII

MANAGEMENT RIGHTS

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

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

ARTICLE XIX

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage or walkout designed to interfere with the normal operation of the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.



ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1973, and shall remain in effect to and including December 31, 1974, without any reopening date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sayreville,, New Jersey, on this 2nd day of November , 1973.

MIDDLESEX COUNCIL NO. 7,  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION.

By: *Edward L. Gurney*

Witness:

*Bernie Mandeville*

BOROUGH OF SAYREVILLE,  
MIDDLESEX COUNTY, NEW JERSEY

By: *John C. Czernikowski*

Witness:

*Mary J. Kosakowski*