

Contract #1960 T

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUL 6 1994
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE

AND

THE SAYREVILLE ASSOCIATION

OF

MUNICIPAL SUPERVISORS

JANUARY 1, 1994 - DECEMBER 31, 1996

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I - RECOGNITION	1
ARTICLE II - NEGOTIATION PROCEDURES	1
ARTICLE III - DEDUCTIONS FROM SALARY	2
ARTICLE IV - HOURS AND OVERTIME	4
ARTICLE V - SALARIES	5
ARTICLE VI - INSURANCE	5
ARTICLE VII - HOLIDAYS	7
ARTICLE VIII - LEAVE	8
ARTICLE IX - VACATIONS	10
ARTICLE X - GRIEVANCE PROCEDURE	12
ARTICLE XI - LAYOFFS AND REAPPOINTMENTS	14
ARTICLE XII - ASSOCIATION AND EMPLOYEE PRIVILEGES	15
ARTICLE XIII - EMPLOYEES EXPENSES AND REIMBURSEMENT	15
ARTICLE XIV - PROMOTIONS AND WORK LOAD	17
ARTICLE XV - TERMINAL LEAVE PAY	17
ARTICLE XVI - NO STRIKE PLEDGE	18
ARTICLE XVII - NON-DISCRIMINATION	18
ARTICLE XVIII - SEPARABILITY AND SAVINGS	19
ARTICLE XIX - MISCELLANEOUS PROVISIONS	19
ARTICLE XX - FULLY BARGAINED PROVISIONS	20
ARTICLE XXI - MANAGEMENT RIGHTS	20
SIGNATURE PAGE	21

ARTICLE I

RECOGNITION

The Sayreville Association of Municipal Supervisors is recognized as the exclusive bargaining agent for all department heads and supervisory employees in all departments of the Borough of Sayreville as set forth on Schedule A attached hereto and made a part hereof.

It is further agreed that the following positions shall not be a part of the unit: Tax Assessor, Deputy Tax Assessor, Director of Insurance and Risk Management and Director of Water and Sewer Utility.

The parties agree that this agreement shall cover the years 1994, 1995 and 1996.

ARTICLE II

NEGOTIATION PROCEDURES

A. 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Law of 1968 as heretofore amended, in a good faith effort to each 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.

2. For all subsequent contracts the Borough and the Association shall submit its total contract proposals to each other no later than August 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, until a successor agreement is reached. Nothing contained herein shall preclude the Association from submitting additional demands, or modifying those already made.

3. 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 and grievance proceedings, he shall suffer no loss in pay.

ARTICLE III

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 office by 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 check-off 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.

D. The Borough shall deduct Association dues from the earnings of each association member provided that the employee executes a written authorization for such dues deduction. The Borough shall deduct the sum of \$5.00 from each pay check received by the employee in the calendar year, or such other amount as is approved by the Association, in its sole discretion, from time to time. The employer shall continue to deduct said dues until an employee resigns as a member of the Association in accordance with the Association's BY-Laws or other rules and written notice thereof is sent to the Borough by the Association.

E. Agency Shop Bill #A688. The Borough shall deduct a representative fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Borough shall deduct an amount equivalent to 85% of the dues paid by members of the Association from each of the non-member employee's paychecks.

ARTICLE IV

HOURS AND OVERTIME

A. Hours of work shall be seven (7) hours for white collar and eight (8) hours for blue collar workers.

B. Employees who are paid overtime, and are 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 at the rate of time and one-half for their normal work day and double time for all hours beyond their Sunday shift.

D. 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.

E. For all employees who are not paid overtime, compensatory time shall be calculated at the rate of time and one-half for hours worked beyond the normal work day.

ARTICLE V

SALARIES

1. Effective January 1, 1994 all employees shall receive a wage increase of three (3%) percent of their base pay; effective January 1, 1995 all employees shall receive a four (4%) percent wage increase; and, effective March 1, 1996 all employees shall receive a wage increase of four and one-half (4.50%) percent of the then base pay.

2. Longevity shall be paid at the rate of 2% of base salary to those employees with five or more consecutive years of service with the Borough beginning on the next pay period following the anniversary date of the fifth consecutive year of service.

ARTICLE VI

INSURANCE

1. The Borough shall provide Blue Cross, Blue Shield, Rider "J" and Major Medical coverage as set forth in the State 1420 plan.

2. The Borough reserves the right to change insurance carriers so long as equal or better benefits are provided and the Borough agrees that when such change occurs for economical reasons, there will be no lapse in coverage for any employee.

3. The Borough shall continue to provide and pay the premiums for a dental plan, prescription plan and optical plan for each employee and his or her family. The Borough shall select the plans and administration of the plans shall be through the Borough as heretofore provided. The Borough shall continue to provide coverage for a dental plan which provides for coverage up to eighty per cent (80%) on certain items as more specifically set forth in the said dental plan. The prescription plan shall be changed to provide for a \$5.00 co-pay on all brand name prescriptions; a \$2.00 co-pay on all generic prescriptions; and, no co-pay on all maintenance prescriptions of 90 days duration or longer purchased via mail order.

4. An employee who is either seriously ill or injured and has run out of sick time as set forth in this agreement may request for a leave of absence. The Borough shall continue to provide to the said employee and all registered dependents all benefits outlined in this article for a period not to exceed six (6) months. This benefit to the employee is conditioned upon the documenting of the medical disability by the treating physician, and may be subject to a determination made by a physician for the Borough. That examination by a physician for the Borough shall confirm that the employee is medically disabled, and shall be paid for by the Borough.

5. Life Insurance: \$5,000.00 for retirees only as per AFSCME contract.

ARTICLE VII

HOLIDAYS

1. The following holidays are established:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Primary Election Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

In the event the aforementioned schedule of holidays differs from the schedule of holidays set forth in the AFSCME Local 3527 Collective Bargaining Agreement, the aforementioned schedule of holidays shall be adjusted to coincide with the AFSCME Local 3527 Collective Bargaining Agreement. In no event shall the total number of holidays be reduced.

2. In the event the Mayor and Council of the Borough 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 authorities shall also be awarded if the Mayor and Council deem it appropriate and do so by Resolution.

3. 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.

ARTICLE VIII

LEAVE

1. 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 disability injuries.

2. Sick leave shall accumulate on the following schedule:
During the first year of employment - one day per month of employment.

From the beginning of the second year and thereafter, sixteen (16) days per year.

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

4. Sick Leave Buy Out

Effective upon execution of this agreement, employees of the association will be entitled to the following:

- a. After accumulation of thirty (30) unused sick days employees, at their option, may be paid forty-five (45) dollars per day up to a maximum of sixteen (16) days for the year elected.
- b. Upon separation with five (5) years of service with the Borough, employees are entitled to

twenty-five (25%) percent of the sick days at their current rate of pay.

- c. Upon separation with ten (10) years of service with the Borough, employees are entitled to fifty (50%) percent of sick days at their current rate of pay up to a maximum of \$15,000.00.

5. Bereavement Leave

- a. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of a death in their family. In addition, employees may use sick leave or personal days to a limit of five days following the funeral in the immediate family.

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

- c. All employees shall receive one day leave with pay in the event of the death of an aunt or uncle, niece or nephew of the employee. Said day shall not be taken after the day of the funeral.

- d. In the event the employee is on vacation leave, and a death occurs to a member of the employee's family as set forth in subparagraph b. or c. above, then the vacation leave terminates and bereavement leave applies as outlined above. The original vacation period will not be extended by virtue of the

bereavement leave unless the Business Administrator approves. The remaining portion of the employee's vacation will be rescheduled.

6. 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 by the employee from the Court shall not be deducted from the pay above.

7. All employees shall receive written notification from the Borough each January of the accumulated sick days. The notice shall note the number of days used the previous year.

ARTICLE IX

VACATIONS

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

1. During the first year, one day per month to December 31.
2. From the end of the first year through the fifth year of service, twelve (12) days annually.
3. From the beginning of the sixth year through the tenth year of service, three (3) weeks annually.
4. From the beginning of the eleventh through the fifteenth year of service, four (4) weeks annually.
5. From the beginning of the sixteenth and over, five (5) weeks vacation plus one (1) additional

day for each year over twenty-five (25) years up to a total of six (6) weeks.

For purposes of vacation schedule, length of service will begin with the first day of employment for provisional employees, and with the first day of employment for provisional employees who are subsequently certified as permanent employees by the New Jersey Department of Personnel.

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

C. Any employee attaining an anniversary date which would increase his or her vacation schedule for a particular calendar year shall receive the vacation, and it shall be taken in that calendar year.

D. The employer and the Association agree that the employees shall submit requests for vacations no later than April 15 of each year with the first and second choices. The first choice requested shall be on the basis of highest title and seniority. 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.

E. Employees shall be permitted to have accumulation or carry over any portion of their vacation.

F. An employee shall have, if a holiday, falls in his scheduled vacation, the option to take the Friday before or the Monday after his vacation, or to be paid for the said holiday at straight time.

G. In the case of the death of the employee, or if the employee retires after May 30 of the calendar year, then the employee or this estate shall be entitled to the full year vacation leave.

ARTICLE X

GRIEVANCE PROCEDURE

1. Grievance Committee.

A. The employee Association shall annually select from among its membership not less than three (3) nor more than (5) persons 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 procedures 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 hearing.

a. 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.

b. Any employee of the Borough having any such grievance shall, within five (5) business days after the grievance arises first, take up the matter with his representative who will present the grievance to the Business Administrator.

c. If a settlement is not arrived at between these parties within five (5) business days, 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 session, 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 practical. In any event, if a meeting with the Mayor and Council does not take place with the grievance committee, a written response to the grievance shall be submitted to the grievance committee within seven (7) days of the next council meeting following submission of the grievance.

d. 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 Association. If the Borough and the Association cannot mutually arrive at a satisfactory arbitrator within (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 Association.

C. If a grievance arises between the Foreman and Supervisor of the Department an early effort shall be made to settle such grievance in the manner hereinafter provided. If a settlement is not arrived at within three (3) workdays after the grievance arises, any party may take up the matter with his representative who will present the grievance to the Business Administrator.

ARTICLE XI

LAYOFFS AND REAPPOINTMENTS

The employer agrees that in the event of employee layoffs for bona fide reasons with good faith demonstrated on the part of the employer to the Association, shall be on the basis of seniority within the Department where applicable. 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 or not reappointed, forty-five (45) days in advance.

Supervisory employees shall be permitted to bump down into non-supervisory positions in accordance with Civil Service.

ARTICLE XII

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 for Association business of non-controversial nature.

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 employees. The employees 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 employee's personnel file.

C. Before entering disciplinary papers into a personnel file, the disciplinary papers must be signed by the Chief Steward.

ARTICLE XIII

EMPLOYEES EXPENSES AND REIMBURSEMENT

A. When any employment requires the use of specialized equipment, such as rain gear, mechanics coveralls, and safety equipment, these shall be provided by the employer and 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 Business Administrator.

Uniforms provided are to be repaired or replaced at the discretion of the Business Administrator and the same practice regarding the uniforms shall be continued.

B. All other necessary expenses borne by the employees in the course of their work including cleaning uniforms shall continue to be reimbursed.

C. Mileage allowance shall be paid at the current I.R.S. rate per mile for employees using their own automobiles on authorized Borough business.

D. A meal allowance of \$8.00 per meal shall be provided if an employee is required to work ten (10) consecutive hours. In the event an employee shall be required to work more than eight (8) straight hours of overtime, he may apply for an additional meal ticket to the Business Administrator and if the Business Administrator consents to the said meal ticket, it shall be subject to approval by the Mayor and Council.

E. An employee required to wear safety shoes as a condition of employment as designated by his/her department supervisor, or designee, shall be provided safety shoes by the employer. In the event an employee does not comply with this requirement to wear safety shoes and does not have a reasonable justification for not wearing safety shoes, he/she may be subject to disciplinary action.

ARTICLE XIV

PROMOTIONS AND WORK LOAD

A. Promotions

1. Any employee required to accept a promotion would receive compensation commensurate with the position.

B. Scheduled absences.

1. Any employee directed by the department head to work in a higher classification due to the scheduled absence of the regular employee in that classification shall be compensated at the higher rate for as long as he performs work in the higher position.

ARTICLE XV

TERMINAL LEAVE PAY

A. Employees shall receive one (1) month's wages for every five (5) years of service with the Borough as terminal leave pay. The employee shall have the option to receive the terminal leave pay in a lump sum payment or in payments. Whether the employee retires, dies, resigns or leaves employment for medical reasons, he or his heirs, or next of kin shall receive terminal pay. The employee must have at least ten (10) years service with the Borough before being eligible for terminal leave or if eligible to retire at age 60 with less than ten (10) years service but more than five (5) shall be entitled to terminal leave.

ARTICLE XVI

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 the Agreement.

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

ARTICLE XVII

NON-DISCRIMINATION

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

B. There shall be no discrimination, interference, restraint, or coercion by the Borough of 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.

C. Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Borough Administrator or Affirmative Action Officer, or to file a grievance in accordance with the grievance procedure set forth in Article X of the Collective Bargaining Agreement. This decision shall be at the sole discretion of the employee.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

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 XIX

MISCELLANEOUS PROVISIONS

1. The present practice regarding job related injury or illness shall continue. In addition, the employer shall defend any action brought against the employee on account of any act or commission in the scope of his employment and shall indemnify and hold harmless the employee for all expenses and damages in connection with such action.

2. The employer shall provide at its expense, training programs for employees during working hours which shall adequately maintain skills for such employees with regard to

their jobs and shall adequately allow employees to maintain licenses which may be required in connection with their jobs.

3. The Borough shall continue the Payroll Deduction Plan and deposit for an employee's savings plan.

ARTICLE XX

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 in 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 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 XXI

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 Law 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.

C. The present practice regarding insurances for retirees shall continue during the life of this agreement. In the event the insurance for bargaining unit employees is modified, the same modifications shall apply to retirees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sayreville, New Jersey on the 29th day of June, 1994.

ATTEST:

BOROUGH OF SAYREVILLE

Gladys R. Rzepka
Gladys R. Rzepka, Borough Clerk

BY: John B. McCormack
John B. McCormack, Mayor

ATTEST:

SAYREVILLE ASSOCIATION OF
MUNICIPAL SUPERVISORS

Rose Marie Calahan
Secretary

BY: Robert W. Lahrman
Robert Lahrman, President