

278

AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE

AND

LOCAL 3527, AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

JANUARY 1, 1994 - DECEMBER 31, 1996

LAW OFFICES

APRUZZESE, McDERMOTT,

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ARTICLE 1

PREAMBLE

- A. This Agreement entered into by the Borough of Sayreville hereinafter referred to as the "Employer", and Local 3527, 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 other conditions of employment.
- B. Borough wide terms and conditions of employment currently in effect shall not be reduced or terminated during the period of this Agreement.

ARTICLE 2

TERMS OF AGREEMENT

- A. The term of the Agreement shall be from January 1, 1994 to December 31, 1996. Subsequent to ratification and execution of this Agreement, the Agreement shall be printed by the Borough at its expense and distributed so that there are sufficient copies for the employees in the unit.
- B. The Agreement shall reflect the date of signing with all benefits retroactive to January 1, 1994 unless otherwise specifically set forth below.

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ARTICLE 3

RECOGNITION

- A. The Employer recognizes Local 3527 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of the Agreement and for such additional classifications as the parties may later agree to include, excluding supervisors, confidential employees and all others. The Employer reserves the right to litigate over the inclusion of certain supervisory titles listed under Appendix A.
- B. The title "employee" shall be defined to include the plural as well as females.

ARTICLE 4

CHECKOFF

- A. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, 3635 Quakerbridge Road, Suite #1, Trenton, New Jersey 08619 together with a list of names of all employees for whom the deductions were made by the 15th day of the succeeding month after such deductions are made.

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

C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any

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action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE 5

UNION STEWARDS AND OFFICERS

- A. A written list of Union Officers and Shop Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Officers or Stewards.
- B. Representatives of the Union who are not employees of the Borough shall be permitted to visit with employees during working hours upon proper notification to the Business Administrator.

ARTICLE 6

HOURS OF WORK

- A. **WORK WEEK**
 - 1. The work week for full-time blue collar employees shall consist of a forty (40) hour week (eight (8) hours per day) exclusive of a half hour lunch period for full-time blue collar employees.
 - 2. The work week for full-time clerical and white collar employees shall consist of a thirty-five (35) hour

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week (seven (7) hours per day) exclusive of a one (1) hour lunch period.

3. Part-time temporary hourly employees shall be paid for the hours actually worked.
4. Lunch period shall be scheduled and approved by the Department Head as not to interfere with the service of any given department. Whenever possible, existing lunch schedules will be maintained.
5. All employees shall report to work and be present at their assigned work stations at the scheduled commencement time for their respective job assignment. An employee reporting late to work, without justifiable reason, shall be subject to the following discipline.
 - a. For the first occurrence during a calendar year, verbal reprimand by their Department Head;
 - b. For the second occurrence during a calendar year, written reprimand by their Department Head;
 - c. For the third and all subsequent occurrences during a calendar year, reduction in pay of one-quarter hour or portion thereof that the employee is late;
 - d. If in the opinion of the Department Head, the tardiness of the employee becomes excessive, additional disciplinary actions shall be taken.

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6. Employees failing to report off sick within fifteen (15) minutes prior to start of their scheduled work day without justifiable reason (emergency, hospitalization, etc.) shall forfeit their right to utilize sick leave and shall suffer a loss of the day's wages.
7. 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 not 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.

B. WORK SCHEDULES

1. Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.
2. No work schedule shall be temporarily changed without reasonable notice to the employee (at least five (5) working days) prior to the beginning of the work week involved.
3. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

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4. Borough Hall may be open one night a week twice a month and will be staffed by various employees working staggered schedules.
5. Employees who are Sayreville Volunteer Fire and First Aide members shall be granted time off without loss of pay, when necessary, in accordance with N.J.S.A.

40A:9-160.1.

C. OVERTIME

1. All full and part-time white collar employees shall be paid time and one-half the employee's regular rate of pay for all hours of work beyond seven (7) consecutive hours a day and time and one-half of the employee's rate of pay for all hours worked in excess of thirty-five (35) regular hours per week.
2. All full and part-time blue collar employees shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked in excess of (8) consecutive hours per day and time and one-half the employee's rate of pay for all hours worked in excess of forty (40) regular hours per week.
3. At the discretion of the Department Head, employees shall have the choice of paid overtime or compensatory time at the overtime rate. Scheduling of earned compensatory time shall be subject to the approval of the Department Head.

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D. SATURDAY AND SUNDAY OVERTIME

1. Employees who work on Saturday as their sixth 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 (7 consecutive hours for white collar employees and 8 consecutive hours for blue collar employees) employees shall receive double time.
2. Employees who work on Saturday as their sixth or Sunday as their seventh (7th) consecutive work day and take scheduled vacation or personal time during that work week will receive time and one-half for Saturday and double time for Sunday.
3. Employees who work on Saturday as their sixth (6th) consecutive work day and call-in sick during this time period may be required to present management, upon return to work, with a doctor's verification of sick time in accordance with the sick leave policy established in this contract. In the event the sick day is not granted, the employee shall be paid straight time for Saturday.
4. For all overtime, employees not regularly scheduled to work on Sunday, shall be paid double time for their normal shift (7 consecutive hours for white collar

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employees and 8 consecutive hours for blue collar employees), and double time and one-half for all hours beyond their normal shift on a Sunday.

5. Employees regularly scheduled to work on Sunday shall be paid at the rate of time and one-half for their normal work day (7 consecutive hours for white collar employees and 8 consecutive hours for blue collar employees) and double time in pay for all hours worked beyond Sunday shift.
6. Employees regularly scheduled to work on Sunday and take scheduled vacation or personal time during that work week will receive time and one-half in pay for their normal workday and double time in pay for all hours worked beyond their Sunday shift.
7. Employees regularly scheduled to work on Sunday and call in sick during their work week may be required to present management, upon return to work, a doctor's verification of sick time in accordance with the sick leave policy established in this contract. In the event the sick day is not granted, the employee shall be paid straight time for Sunday.

E. HOLIDAYS

Employees scheduled to work on a holiday shall be paid their regular day's pay (7 consecutive hours for white collar employees and 8 consecutive hours for blue collar

employees), plus an additional rate of time and one-half for all hours worked.

F. CLOSING OF BOROUGH HALL

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 reason, close Borough offices before the start of a work day, all affected employees will be credited with a day's work.

ARTICLE 7

CALL IN PAY

- A. 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 appropriate pay for time actually worked.

ARTICLE 8

DISTRIBUTION OF OVERTIME

- A. Overtime opportunities will be distributed as equally as possible among employees in the same department, or if more than one division in a department then by division, job classification, and shift. A system of distribution shall be worked out with each supervisor in charge and the President of the Union. If the agreed upon system of

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distribution is changed, it shall be negotiated by the parties to this collective bargaining agreement.

- B. When an employee is required to work ten (10) consecutive hours, said employee shall be entitled to one-half (1/2) hour dinner period without pay. The employee shall receive a meal ticket.
- C. In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitutes an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.
- D. In the event that a disaster or an emergency is declared by the Mayor of the Borough of Sayreville and some employees work that day or a portion thereof and were not released prior to the eight (8) hours for the regular shift for blue collar employees, seven (7) hours for the regular shift for white collar employees, and other employees of the Borough do not work that day or a portion thereof because of the declared disaster or emergency, in that event the employees who worked that day or a portion of that day will be granted compensatory time on a hour for hour basis. The

compensatory time is to be taken at the discretion of the Department Head.

ARTICLE 9

SALARIES AND LONGEVITY

- A. Effective January 1, 1994, all employees shall receive an across-the-board wage increase of three (3%) percent over their total 1993 base salary. Longevity of two (2%) effective January 1, 1994 on base salary for all employees after five (5) years of service.
- B. Effective January 1, 1995, all employees shall receive an across-the-board wage increase of four (4%) percent over their 1994 base salary. Longevity of two (2%) percent effective January 1, 1995 on base salary for all employees after five (5) years of service.
- C. Effective March 1, 1996, all employees shall receive an across-the-board wage increase of four and one-half (4.5%) percent over their total 1995 base salary. Longevity of two (2%) percent effective January 1, 1996 on base salary for all employees after five (5) years of service.
- D. Minimum starting salaries for each position for those employees hired after the effective date of this contract together with the number of steps for each position to achieve maximum salary are set forth in Appendix B.
- E. Employees hired after January 1, 1994 will remain at Step I for one full year before proceeding to Step II on the anniversary of their date of hire.

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ARTICLE 10

INSURANCE

- A. The Borough shall provide Blue Cross-Blue Shield Rider "J" Major Medical as set forth in the State 1420 Plan.
- B. 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.
- C. The Borough shall provide health insurance coverage for retired employees in accordance with N.J.S.A. 52:14-17.38. 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 modification shall apply to retirees.
- D. The Borough shall contribute \$4.00 monthly for each participating employee toward the purchase of a Disability Insurance Plan which is now in effect. The balance of the cost of said plan shall be paid for by individuals electing to participate. In the event the disability insurance plan is discontinued or terminated for any reason there shall be no liability upon the Borough to contribute toward any nonexistent coverage.
- E. The Borough shall 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;

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and administration of the plan shall be through the Borough as herein the past provided. The dental plan shall provide for coverage of up to eighty (80%) percent 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 as soon as the prescriptions benefit co-pay for all other Borough employees is adjusted to that same level.

- F. The Borough shall be obligated to pay the premiums for the insurance plan set forth in Paragraph A of this Article for part-time permanent employees who work twenty (20) hours or more per week, provided no member of the household of said employee has the same or similar insurance coverage that includes the said employee. Effective January 1, 1994, no newly hired employee working less than 20 hours per week shall receive non-core health benefits set forth in paragraph E.
- G. An employee who is either seriously sick or injured and has run out of sick time as set forth in this Agreement may make a request for a leave of absence. The Borough shall continue to provide to the said employees all benefits outlined in this Article for a period not to exceed six (6) months. However, this benefit to the employees is

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conditioned upon he or she documenting the medical disability by a statement or an affidavit 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.

H. Beginning on January 1, 1986, the Borough shall provide to retired employees, life insurance in the amount of \$5,000.00. For an employee to be eligible for this benefit, he or she must be either age 62 with at least ten (10) years of permanent service with the Borough at retirement OR, if less than 62 years of age he/she must have at least twenty-five (25) years of permanent service with the Borough at retirement.

I. HEALTH AND SUBSTANCE ABUSE PROGRAM - The Borough and the Union recognize the existence of drug and alcohol related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance abuse education program. This program shall include educational components, counselling and rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

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ARTICLE 11

SENIORITY

Employees shall accrue two (2) types of seniority: Borough and Departmental. Seniority is defined as the total length of service beginning with the original date of hire, or the date an employee begins work in a department. Any authorized leave of absence is considered to be continuous service. Under this Agreement, seniority shall govern the Borough and the Union in the following manner:

A. PROMOTIONS

No employee is required to accept a promotion which would cause him/her a loss in pay. For purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job titles within the department. Where qualifications, skills, and abilities are relatively equal, seniority shall govern promotions. Such promotions shall be subject to paragraph B of this section.

B. PROVISIONAL APPOINTMENTS

Provisional appointments within the bargaining unit shall be based upon qualifications, skills and abilities of applicants and seniority within the department or division. The director of each department may remove any such provisional appointee for unsatisfactory performance and replace the

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employee with the next most qualified and senior employee.

C. TEMPORARY ASSIGNMENT

Employees shall be assigned to fill higher level positions by qualifications and seniority within the department or division. In the event of emergency conditions or the unavailability of qualified manpower from such divisional or department seniority list, appointments may be made at the sole discretion of the Borough. Employees shall receive the rate of pay for their higher classification upon assignment to the higher classification.

L. LAYOFF

All matters of demotion, layoffs and recalls shall be accomplished in accordance with New Jersey Department of Personnel Regulations.

E. SHIFTS

Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, the senior employee can exercise his preference of shift over a less senior employee.

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F. TRANSFERS - NON-PROMOTIONAL

Transfers of employees within the same title but from department to department will be based on seniority. The Borough shall give consideration to employees with seniority who wish to be transferred to job openings within the same department. Involuntary transfers, or those ordered by management, shall not result in a loss of pay. Employees who opt to voluntarily transfer may suffer a loss of pay if they choose to transfer to a lower title or pay rate.

G. OVERTIME

Seniority for overtime purposes shall be based on departmental seniority.

H. VACATIONS

Vacations shall be granted on the basis of departmental seniority.

ARTICLE 12

SENIORITY LISTS

- A. The Borough shall maintain an accurate, up-to-date seniority roster by department showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.
- B. The Borough shall promptly advise the appropriate Union representatives of any changes which necessitate amendments to the seniority list.

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

ARTICLE 13

HOLIDAYS

- A. The following holidays are hereby established for the duration of this Agreement:

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

- 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 authorities shall also be awarded

if the Mayor and Council of the Borough of Sayreville deem it appropriate and does so by resolution.

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

ARTICLE 14

SAFETY AND HEALTH COMMITTEE

- A. The Employer shall provide a safe and healthful place of work for each employee. A Safety Committee shall be established consisting of a Safety Official and one other member designated by the Employer and six members elected by the Union. To the greatest extent possible, the eight members should represent functional areas in the Borough in which safety is of particular concern. No division or bureau should be represented by more than one Union member.
- B. The president of the Union may attend but shall have no voting power. It will be the responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. The Committee shall meet monthly or as

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necessary to review general health and safety conditions and to make recommendations about such conditions.

- C. The Safety Committee members shall be permitted reasonable opportunity to visit work locations with the approval of a supervisor throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss pay.
- D. Prior to 8:30 a.m. when the Safety Officer is not available, the Safety Officer's designee assigned to a particular area shall make the determination whether a piece of equipment or vehicle is dangerous and unsafe and should not be sent out or used. The determination of the safety designee shall be binding until the Safety Officer can be consulted. The Safety Officer shall make a final determination regarding the piece of equipment or vehicle after making a road test accompanied by a mechanic, if necessary.
- E. The Employer shall comply with all established Public Employee Occupational Health and Safety Administration standards and practices. Any employee, group of employees or employee representative who believes that a violation of a standard exists, or that an imminent danger exists, may request an inspection by giving notice to the applicable authority (the Safety Officer or his designee) of the violation or danger.

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ARTICLE 15

ACCESS TO PERSONNEL FILES AND BULLETIN BOARDS

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

Employee's personnel disciplinary records to be kept by the Department Head and in the Borough Treasurer's Office shall be the same and before any disciplinary documents are placed in the record of the employee, the Union Shop Steward and the Department Head or his/her designee shall initial said documents.

Bulletin boards will be made available by the Employer at each of the work locations for the use of the Union for purpose of posting Union announcements and other Union information of a non-controversial nature.

ARTICLE 16

EMPLOYEE FACILITIES

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

ARTICLE 17

EMPLOYEE CLOTHING PROVISIONS

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. Uniforms shall be provided, repaired or replaced by the employer.

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 or does not have a reasonable justification for not wearing safety shoes, he/she may be subject to disciplinary action.

All employees are required to wear uniforms provided by the employer as a condition of employment. Uniforms shall be provided by the employer. In the event an employee does not comply with this requirement to wear uniforms or does

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not have a reasonable justification for not wearing uniforms, he/she may be subject to disciplinary action.

- C. All blue collar employees of the Building Maintenance Department, Water and Sewer Department, Park Department and Roads and Sanitation Department, including mechanics assigned to any department, shall receive full complete uniforms from the Borough each year.
- D. Fire inspectors within the Fire Prevention Bureau shall receive the following clothing from the Borough each year:
 - 1.) Two (2) pairs of pants
 - 2.) Five (5) shirts
 - 3.) A jacket as needed provided at the discretion of the department head.

ARTICLE 18

MILEAGE AND MEAL EXPENSE

- A. Mileage allowance shall be paid at the rate of twenty-one cents (\$0.21) per mile for employees using their own automobiles on authorized Borough business.
- B. A meal allowance of eight dollars (\$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/she shall be entitled to an additional meal allowance for each additional eight (8) hours of overtime worked. All court employees are entitled to a meal ticket when two (2) work schedules are in one day.

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- C. 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.

ARTICLE 19

VACATIONS

- A. All employees shall be granted vacation leave upon the following schedules:
- 0 through first year - One (1) day per month.
- Beginning of the second year through the fifth year - Twelve (12) days vacation.
- Beginning of the sixth year through the tenth year - Three (3) weeks vacation.
- Beginning of the eleventh year through the fifteenth year - Four (4) weeks vacation.
- Beginning of the sixteenth year and over - Five (5) weeks vacation plus one (1) additional day for each year over twenty-five (25) years to a total of six (6) weeks. For purposes of vacation schedules, 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

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calendar year shall receive the vacation and shall be taken during that calendar year.

- D. The employer and the Union 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/she must repay any vacation time already used but not earned on a pro rata basis.
- E. 1. Employees from the date of hire to ten (10) years of service with the Borough shall be permitted to accumulate or carry over up to one (1) week's vacation.
2. Employees having more than ten (10) years of service with the Borough shall be permitted to accumulate or carry over up to two (2) weeks vacation.
3. No employee shall be permitted to have accumulated or carry over of more than two (2) weeks at one time.
- F. An employee of the Borough of Sayreville shall have, if a holiday falls in an employee's scheduled vacation, the option to take the Friday before or the Monday after his or

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her vacation or to be paid for the said holiday at straight time.

- G. An employee may use two (2) weeks vacation as fractured days at the request of the employee with a minimum of two (2) weeks notice given to the Borough and with approval of his/her Department Head.
- H. In the event there is termination of employment, the vacation leave due the employee shall be prorated for the year. Except 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 his estate shall be entitled to the full year vacation leave. An employee injured or on extended sick leave shall not be entitled to his vacation period unless he works ninety (90) days in any calendar year.
- I. For purposes of this section, periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on suspension or leave without pay, except for military leave, shall not be included in calculating years of continuous service.

ARTICLE 20

LEAVES - FINAL CLAUSE

Employees returning from authorized leave of absence as set forth in this contract will be restored to their original classification at the then appropriate rate of pay, with

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seniority calculated in accordance with New Jersey Department of Personnel rules and regulations or other employee rights, privileges or benefits.

ARTICLE 21

JURY DUTY

JURY DUTY LEAVE

Should an employee be obligated to serve as a juror, he/she 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.

Employees subpoena by Court for job related matters will not lose a day's pay or any leave time.

ARTICLE 22

INJURY LEAVE

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 omission in the scope of his employment and shall indemnify and hold harmless the employee for all expenses and damages in connection with such action.

ARTICLE 23

UNION LEAVE

- A. The President, Vice-President, and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purpose of attending Union business provided that the total amount of such time off without loss of pay

during the period of this Agreement shall not exceed twenty-four (24) working days. The employee must notify the Employer of said leave at least five (5) days prior to the said leave.

- B. Less than five (5) days notice may be approved by agreement with management. Leave under this section shall be limited to not more than four (4) employees at any one time.

ARTICLE 24

BEREAVEMENT LEAVE

- A. All employees shall receive three (3) days leave with pay from the date of death up to and including the day after the funeral, in the event of a death in their immediate family. In addition, employees may use sick leave to a limit of three (3) days or personal days for bereavement for a period of up to five (5) days after such a funeral in the immediate family.
- B. Immediate family, for the purpose of this Article, shall be defined as spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents or other members of the employee's immediate household.
- C. All employees shall receive one day leave with pay in the event of a death of an aunt, uncle, niece or nephew of the employee. However, 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

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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 employee's Department Head approves. The remaining portion of the employee's vacation leave will be rescheduled with the approval of the Department Head.

ARTICLE 25

MATERNITY LEAVE

- A. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as those applicable to such employees for sick leave or leave without pay. The Borough may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
- B. Any employee may use accrued sick and vacation leave for pregnancy - disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay.

ARTICLE 26

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.

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- 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 of employment and thereafter - sixteen (16) days per year.

The said sixteen (16) days per year shall be credited at the commencement of each year and 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. Any use of sick time that is less than one-half (1/2) of a day shall not be charged to sick leave but that time must be made up within two (2) weeks.
- E. Regardless of the amount of paid sick leave to which an employee may be entitled, where the nature of his/her non-occupational related illness or injury requires an extended period of absence, he/she may be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advice of a physician for additional periods thereafter, subject to the employer's approval.
- F. 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

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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. Personal days may not be taken either on the day before or the day after the employee's vacation or holiday except for a justifiable reason with documentation. 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.

- H. Part-time and full-time temporary employees are not eligible for sick or personal leave.
- I. All employees may purchase all unused sick leave over an accumulated thirty (30) days at the rate of \$35.00 per day, for a maximum purchase of sixteen (16) days of the current year. The employee must notify the Borough of the purchase by January 15th of the following year. The Borough must pay the employee's sick time by February 15th of the same year of notification.
- J. At separation, all employees in good standing with five (5) or more years of service with the Borough would be entitled to 25% of accumulated sick leave at their current rate of pay. All employees with ten (10) years or more of service at the time of separation, would be compensated at the rate of 50% of accumulated sick time at their current rate of pay with a maximum payment of \$10,000.00. The maximum

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number of calculated sick days that can be sold back at the current rate of pay is 125 days. The number of days over 125 could be sold back at \$35.00 a day in those cases where the maximum of \$10,000.00 has not been reached.

ARTICLE 27

MILITARY LEAVE

Employees will be granted military leave in accordance with New Jersey Department of Personnel regulation 4A:6-1-11.

ARTICLE 28

GRIEVANCE PROCEDURE

- A. Any grievance is a dispute which may arise between the parties concerning application, meaning or interpretation of this Agreement shall be settled in the following manner:
- STEP 1. The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.
- STEP 2. Within five (5) working days of the oral or written answer from the immediate Supervisor, if the grievance is

not resolved, the employee shall file a written grievance to the Department Head or Director. The Department Head or Director will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and Steward not later than five (5) working days.

STEP 3. If the grievance still remains not settled, it shall be presented, in writing, within seven (7) days to the Business Administrator. The Business Administrator, or his/her designee, will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Business Administrator, or his/her designee, shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union President or his designee, and a representative of AFSCME Council 73. Time lost from work to process grievance, and such discussion or meeting by the grievant, steward and local President or his designee will result in no loss of pay.

STEP 4. If the grievance still remains not settled, it shall be presented to the Mayor and Council at one of their business or executive sessions, in writing, within ten (10) days after the response from the Business Administrator.

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The Mayor and the Council agree to meet with all concerned parties within seven (7) working days from the date of receipt of the request.

STEP 5. ARBITRATION: If the grievance is still unsettled, the Borough or the Union may within ten (10) working days after the reply of the Mayor and Council is due by written notice to the other, request binding arbitration. In the case of disciplinary action against an employee resulting in a suspension of five (5) days or less, the employee may utilize the grievance and arbitration process. In all cases resulting in a suspension of more than five (5) days, the employee's remedy shall be an appeal to the New Jersey Department of Personnel. A list of arbitrators shall be furnished to the Borough and the Union. If the Borough and the Union cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the arbitrator shall be selected in accordance with the procedures of P.E.R.C. 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 New Jersey Department of Personnel which might be pertinent and render his award in writing which shall be final and binding. The arbitrator's decision cannot add to, subtract from, or modify this contract. The cost of the arbitrator's fee shall be shared by the Borough and the

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Union. Time extensions may be mutually agreed to by the Borough and the Union.

ARTICLE 29

SEPARABILITY AND SAVING

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon, the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 30

LAYOFFS

The employer agrees that in the event of employee layoffs for a bona fide economy reasons with good faith demonstrated on the part of the employer to the Union, 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 New Jersey Department of Personnel 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 New Jersey Department of Personnel rules.

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ARTICLE 31

FULLY BARGAINED PROVISIONS

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

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. 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.
- B. The Borough shall continue the automatic payroll deduction and direct deposit for an employee's savings plan.

ARTICLE 33

NON-DISCRIMINATION

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

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ARTICLE 34

NO STRIKE PLEDGE

- A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage or walkout designed to interfere with the normal operation of the Borough. The Union agrees that such action would constitute material breach of this Agreement.
- B. The Borough shall not cause, authorize or support any lockout.

ARTICLE 35

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 power, rights, authority, duties and responsibilities under N.J.S.A. 40 and N.J.S.A. 11 or any other national, state, county or local laws or ordinances.

ARTICLE 36

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 upon retirement in accordance with Public Employees Retirement System. A lump sum payment of terminal leave shall be made to the Borough by March 1 of that year that he or she intends to retire, otherwise the Borough shall have the option to pay the terminal leave in a lump sum or in stages over a six month period. All new employees hired after December 31, 1990 shall not receive terminal leave pay.
- B. If employment is terminated for a medical disability in the fifth year or thereafter of employment, the employee is entitled to the appropriate terminal leave provided the medical disability is approved by the New Jersey Public Pension System or P.E.R.C. Terminal leave that is due an employee shall be paid to the beneficiary upon the death of the employee.

ARTICLE 37

LABOR MANAGEMENT COMMITTEE

- A. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a

grievance. To this end, the Employer and the Union shall jointly maintain and support a Labor-Management Committee.

- B. The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions.
- C. The Labor Management Committee shall consist of six (6) members. The Union representatives shall be the three (3) ranking officers of the Union, the Administration shall designate three (3) members. An agenda must be submitted by the party requesting the meeting at least five (5) working days prior to said meeting. The parties will endeavor to meet on a quarterly basis or as needed.

ARTICLE 38

RULES AND REGULATIONS

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sayreville, New Jersey on the date and year first above written.

BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY,
NEW JERSEY

SAYREVILLE LOCAL 3527
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

BY:

John B. McCormack
John B. McCormack, Mayor

BY:

Dorothy Weis
Dorothy Weis, President

WITNESS:

Gladys Rzepka
Gladys Rzepka, Borough Clerk

Edward Downes
Edward Downes, Vice Pres.

Susan Mae Ragland
Susan Mae Ragland, Staff Rep.
AFSCME Council 73

25635

APPENDIX A

Account Clerk
Agency Aide - Library
Agency Aide - bldgs and ground
Assessing Clerk
Assignment Clerk
Assistant Secretary, Board/Commission
Building Maintenance Worker
Building Subcode Official - H.H.S.
Building Subcode Official - Part-time
Building Subcode Official - RCS
Cashier
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist II
Communication Operator
Communication Operator-Trainee
Computer Operator
Data Entry Machine Operator
Electrician
Electrician Part-time
Electrician Subcode Official Part-time
Equipment Operator
Fire Inspector
Fire Inspector - Part-time

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Heavy Equipment Operator
Junior Library Assistant - Typing
Junior Librarian Assistant-Typing - Part-time
Junior Librarian I
Laborer
Leased Housing Specialist
Library Assistant Part-time (less than 20 hours)
Maintenance Repairer
Maintenance Repairer/Recreation
and Parks Maintenance Worker
Mechanic
Mechanic Welder
Microfilm Machine Operator - Typing
Omnibus Operator
Painter
Park Attendant
Plumbing Sub-Code Official
Principal Account Clerk - Typing
Principal Clerk Stenographer
Principal Clerk Typist
Principal Payroll Clerk - Typing
Principal Station Operator
Principal Timekeeper
Public Health Nurse
Pumping Station Repairer
Recreation Attendant

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Recreation and Parks Maintenance Worker
Recreation Program Coordinator
Registrar of Vital Statistics - Typing
Road Maintenance Worker
Road Repairer
Sanitation Driver
Sanitation Worker
School Traffic Guard
School Traffic Guard - Additional per hour
Senior Account Clerk
Senior Account Clerk - Typing
Senior Assessing Clerk
Senior Building Maintenance Worker
Senior Clerk Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Employee Benefit Clerk
Senior Equipment Operator - Roads
Senior Librarian
Senior Librarian Assistant - Typing
Senior Maintenance Repairer
Senior Police Records Clerk - Typing
Senior Recreation Aide
Senior Recreation and Parks Maintenance Worker
Senior Sewer Repairer
Senior Stenographer Clerk

Senior Traffic Maintenance Worker
Senior Water Meter and Water Repairer
Senior Water Treatment Plant Operator
Licensed 1st Shift
Senior Water Treatment Plant Operator
Licensed 2nd Shift
Senior Water Treatment Plant Operator
Licensed 3rd Shift
Senior Water Treatment Plant Repairer
Sewer Equipment Operator - Sewage
Sewer Maintenance Worker
Sewer Repairer
Supervising Library Assistant - Typing
Technical Assistance - Office of the Construction Official
Traffic Maintenance Worker
Truck Driver
Truck Driver Heavy
Water Meter Reader
Water Meter and Water Repairer
Water Treatment Plant Operator: 1st Shift
Water Treatment Plant Operator: 2nd Shift
Water Treatment Plant Operator: 3rd Shift
Water Treatment Plant Operator: Licensed 1st Shift
Water Treatment Plant Operator: Licensed 2nd Shift
Water Treatment Plant Operator: Licensed 3rd Shift
Water Treatment Plant Repairer
Violation Clerk
Zoning Officer

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