AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE

AND

LOCAL 3527, AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

January 1, 2006 - December 31, 2008

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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.

TERMS OF AGREEMENT

- A. The term of the Agreement shall be from January 1, 2006 to December 31, 2008.

 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 1,2006 unless otherwise specifically set forth below.

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.

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.
- 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 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.

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.

HOURS OF WORK

A. WORK WEEK

Other than Communication Operators

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

Communication Operators

8. The Borough agrees to continue the current work schedule for Communications

Operators, which averages 35 hours per week over the year's period of
employment.

B. WORK SCHEDULES

Other than Communication Operators

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 except in cases where an employee is being transferred or reassigned because there is no available work or the employee is not able to perform the responsibilities of the job and it is necessary to transfer the employee to another position or function.
- 3. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.
- 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 Aid members shall be granted time off without loss of pay, when necessary, in accordance with N.J.S.A. 40A:9-160.1.

For Communication Operators

1. If the work schedule for the policemen employed by the Borough changes during the term of this contract, then the Borough and the Union shall immediately meet to negotiate a revised work schedule for the Communications Operators.

C. OVERTIME

Other than Communication Operators

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, including Communication Operators, 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.
- 4. Employees working past sixteen (16) consecutive hours shall be paid at the rate of double time the employee's regular rate of pay.

Communication Operators

- 5. Communication Operators shall be paid time and one-half for all overtime work over and above forty (40) hours or over his/her regular work shift/schedule.
- 6. In the event a Communication Operator cannot work overtime when requested, the Station Commander or other police officer in charge shall call in a communication operator not assigned to work by a priority list based on seniority of Communication Operators before replacing the Communication Operator with a police officer.
- 7. The overtime situation whereby patrolmen are assigned to Communication

 Operator duties shall be reviewed by the Borough with the Chief of Police to

 determine whether or not patrolmen can be assigned to such overtime duties if

 Communication Operators are available for same.

- 8. Communication Operators who work ten (10) consecutive hours shall be entitled to a thirty (30) minute break provided the Station Commander or his/her designee authorizes the same.
- 9. Communications Operators will be compensated with compensatory time at a rate of time and one half for all court appearances outside the Borough which extends the normal workday.
- 10. The April 1998 Memorandum of Agreement between the Communication
 Operators and the Borough is hereby incorporated by reference into this
 Agreement. Said Memorandum shall be part of this Agreement and binding upon both parties.
- 11. Effective January 1, 2004 full-time Communication Operators shall be paid double time for work performed on a 6th consecutive day of work.

D. SATURDAY AND SUNDAY OVERTIME

(Other than Communication Operators)

- 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 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

- 2. Employees, other than Communication Operators, 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.
- Communication Operators who work on a designated holiday shall receive time and one-half for all hours worked on the holiday.

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. This provision does not apply to Communication Operators.

CALL IN PAY

- A. Effective January 1, 2004, employees in the Department of Water and Sewer (Divisions of Water Treatment, Water, and Sewer) only shall receive stand-by pay at the rate of \$20 per workday, \$50 per Saturday and Sunday, and \$75 for holidays as listed in the Agreement. Stand-by assignments will be made on a fair and equitable rotating basis as approved by the Department Director.
- B. 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.

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 devised on a departmental basis in conjunction with the President of the Union. If the agreed upon system of 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 constitute 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.

SALARIES AND LONGEVITY

- A. Effective on and retroactive to January 1, 2006, all employees shall receive a wage increase of three (3.0%) percent over their total 2005 base salary. Longevity of two (2%) percent effective January 1, 2006 on base salary for communication operators hired on or before December 31, 1997 and all employees hired on or before June 8, 1998 after obtaining five (5) years of service.
- B. Effective January 1, 2007 all employees shall receive a wage increase of three and three-tenths (3.3%) percent over their 2006 base salary. Longevity of two (2%) percent effective January 1, 2007 on base salary for Communication Operators hired on or before December 31, 1997 and all employees hired on or before June 8, 1998 after obtaining five (5) years of service.
- C. Effective January 1, 2008, all employees shall receive a wage increase of three and three quarters (3.75%) percent over their total 2007 base salary. Longevity of two (2%) percent effective January 1, 2005 on base salary for Communication Operators hired on or before December 31, 1997 and all employees hired on or before June 8, 1998 after obtaining 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. Communication Operators hired after January 1, 1991 and all other 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. Each additional wage Step will be achieved on the anniversary date of hire until the employee is at the top of the range.
- F. Communication Operators hired after December 31, 1997 and all other employees hired after June 8, 1998 shall not receive longevity pursuant to this article.

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 substantially similar 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. Effective January 1, 2007 all AFSCME members that are full-time employees of the Borough shall be provided with a dental plan, prescription plan, and an optical plan. The Borough shall have the right to select and manage the plan. Communication Operators hired after December 31, 1997 and all other employees hired after June 8, 1998 shall not be entitled to an optical plan. The Borough's 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 provide for a \$10 co-pay on all brand name prescriptions; a

\$5 co-pay on all generic prescriptions. Effective January 1, 2004, the prescription co-pay shall increase to \$10 for generic drugs, \$20 for brand name drugs, and \$35 for "elite" drugs. In addition, the prescription plan makes available a mail-order process for acquisition of prescriptions. The charge for this service is determined solely by the employee's health care coverage as chosen by the employee.

- F. The Borough shall be obligated to pay the premiums for the insurance plan set forth in Paragraph A of this Article for the following part-time permanent employees provided no member of the household of said employee has the same or similar insurance coverage that includes the said employee.
 - 1. Employees, other than Communication Operators, hired on or before January 1, 1998 who work twenty (20) hours or more per week exclusive of overtime.
 - 2. Communication Operators and all other employees hired after January 1, 1998 who work twenty-five (25) hours or more per week exclusive of overtime.
- G. Effective January 1, 2004 employees who do not receive dental or vision coverage will have the option to obtain such coverage at their expense at the Borough's group rate.
- H Effective January 1, 2004 employees may opt out of the Borough's health insurance plan and thereby be paid twenty-five percent (25%) of the Borough's cost for the employee's health insurance coverage. Effective January 1, 2007 employees opting out of the Borough's health insurance plan shall be paid an amount equal to thirty (30%) percent of the Borough's cost for the employee's health insurance coverage. Employees may make this choice on an annual basis only. Employees opting out or choosing to re-enroll after opting out must do so by informing the Borough of their intentions to do so by October

- 15 of the preceding coverage year. In order to obtain this benefit, employees must demonstrate to the Borough Administrator that they have alternative health coverage.
- I. The Borough and AFSCME agree to look at health insurance options and plans which may be beneficial to the Borough and the Union. However, under no circumstances shall either party to this contract incur additional or greater costs than stipulated in the Agreement. Any modifications to the current shall be done by mutual consent and will be delineated in an addendum signed by both parties.
- J. The Borough shall provide life insurance coverage in the amount of fifteen thousand dollars (\$15,000) for each Communication Operator.
- K. 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 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.
- L. 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. This provision does

- not apply to part-time (those working less than 25 hours per week) Communications Operators.
- M. 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, counseling and rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

SENIORITY

Employees shall accrue three (3) types of seniority: Borough, Department, and Division. 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 or division within said 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 and/or division. 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 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 departmental seniority list, appointments may be made at the sole discretion of the Borough. Employees shall receive the rate of pay for their higher classification after working one (1) day in the higher classification. This language shall not be administered by the Borough in a manner intended solely to avoid paying the higher classification pay.

D. 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.

F. TRANSFERS - NON-PROMOTIONAL

There are two (2) types of transfers: Voluntary and Involuntary.

1. Voluntary Transfers: Voluntary transfers of employees within the same title but from department to department will be based on seniority. Employees who opt to voluntarily transfer may suffer a loss of pay if they choose to transfer to a lower title or pay rate. In addition, the Borough shall give consideration to

employees with seniority who request to be transferred to job openings within the same department.

2. Involuntary transfers, or those ordered by management, can be made on a lateral title basis between divisions within the same Department. No such transfer shall result in a loss of pay for the transferred employee.

G. OVERTIME

Scheduling of overtime shall be based on departmental and divisional (where applicable) seniority. The system for overtime distribution is further discussed in Article 8 of this agreement.

H. VACATIONS

Vacations shall be granted on the basis of departmental and divisional (where applicable) seniority.

SENIORITY LISTS

- A. The Borough shall maintain an accurate, up-to-date seniority roster by department, and division where applicable, 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.
- C. The agreed to seniority list shall be brought up to date on July 1st and January 1st of each year and provided to the President of the Union. The President shall post the seniority list on the Union bulletin boards.

HOLIDAYS

Other than Communication Operators

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

New Year's Day

Martin Luther King Day

Washington's Birthday

Good Friday

Memorial 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.
- E. Effective January 2, 2004, employees working on the holidays of July 4th, Thanksgiving, or Christmas shall be paid double time for all time worked on said holidays. This shall include all employees (as well as Communication Operators) who are regularly scheduled to work on said holidays.
- F. Part-time employees shall receive pro-rated pay on the 13 contractual holidays. Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired as delineated in the employment agreement to be executed at the time of hire(for new employees) or by January 15th of each year for current employees. Part-time employees working less than 15 hours per week shall not be entitled to paid holidays under this Article (this exclusion applies to communication operators working less than 15 hours per week).

For Communications Operators only

G. With the exception of E above, Communication Operators shall receive a payment equal to thirteen days of pay otherwise known as "holiday pay". The Borough shall make this payment to the employee before December 8th of each calendar year. If the holiday is a

scheduled workday, the Communication Operators must work the holiday, the day before and the day after the holiday in order to qualify for holiday pay unless a physician certified the illness as the cause of the employee's absence on these given days. For the purposes of this section, the following days and dates shall be considered the days and dates for which holiday pay shall be paid:

<u>Day</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	January 15
Washington's Birthday	February 22
Good Friday	actual
Memorial Day	May 30
Independence Day	July 4
Labor Day	Actual
Columbus Day	October 12
Election Day	Actual
Veterans Day	November 11
Thanksgiving Day	Actual
Day after Thanksgiving Day	Actual
Christmas Day	December 25

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 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.

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.

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.

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. A committee consisting of two management representatives and two union representatives shall be formed to review uniform specifications and make recommendations to the Borough. The Borough will provide to any employee required to wear safety shoes as a condition of employment as designated by his/her department supervisor or designee up to eighty (\$80.00) dollars for safety shoes. Effective January 1, 2007, the reimbursement cap will increase to eighty-five (\$85.00) dollars annually. Effective January 1, 2008, the reimbursement cap will increase to ninety (\$90.00) dollars annually. This reimbursement is an annual maximum and can be taken for one or more pairs of shoes, but under no circumstance shall any employee received more than then the annual reimbursement cap in cumulative reimbursements in any calendar year. Employees must present a receipt for the purchase of shoes to receive the reimbursement. 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. The Borough shall enforce the wearing of uniforms. Uniforms shall be provided annually by the employer. For the purposes of uniform wearing the year shall be January to December for all employees. In the event an employee does not comply with this requirement to wear uniforms or does 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:
 - 1) Full time inspectors:
 - a. At the time of initial employment they shall receive five (5) shirts and five (5) pairs of pants.
 - b. During each year after their subsequent anniversary of their hire they shall receive an additional three (3) shirts and three (3) pairs of pants as replacements at the discretion of the Department Director/Head or Business Administrator.
 - 2) Part-Time Inspectors:
 - a. At the time of initial employment they shall receive three (3) shirts and three (3) pairs of pants.

b. During each year after their subsequent anniversary of their hire they shall receive an additional one (1) shirt and one (1) pair of pants as replacements at the discretion of the Department Director/Head or Business Administrator.

Communication Operators only

- E. 1. The Borough shall allow each Communications Operator an annual clothing allowance in the amount of nine hundred fifty (\$950.00) dollars.
 - 2. The Borough shall replace any uniform destroyed in the line of duty, and in the event that repairs are possible, the employee shall repair the same at his or her own cost and expense.
 - 3. The Borough shall pay on June 1 of each year the sum of one hundred (\$100.00) dollars to the employee for maintenance of the said uniforms.

MILEAGE AND MEAL EXPENSE

- A. Effective January 1, 2004 the mileage allowance for all employees using their own automobiles on authorized Borough business shall be paid at the effective IRS rate per mile.
- B. Effective January 1, 2004 a meal allowance of ten dollars (\$10.00) 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.
- 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.

VACATIONS

Other than Communication Operators

A. Employees hired on or before June 8, 1998 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. Employees hired after June 8, 1998 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 fifteenth year – three (3) weeks vacation.

Beginning of the sixteenth year and over – four (4) weeks vacation.

- C. The vacation period is equivalent to the calendar year.
- D. Any employee attaining an anniversary date which would increase his or her vacation schedule for a particular calendar year shall receive the vacation and shall be taken during that calendar year.

- E. The employer and the Union agree that employees shall submit written requests to their immediate supervisor, on a form prescribed by the Borough, no later than January 31st of each year with first and second choices. The Borough through the Department Director/Head and immediate supervisor shall respond directly to the employee by February 21st of that year with an approval or denial of that request. 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.
- F. 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.
- G. 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 her vacation or to be paid for the said holiday at straight time.
- H. 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.

- 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. Failure to actually work (in attendance and performing one's assigned task) the minimum of 90 days will result in the loss of any additional benefit days (i.e. sick, vacation or personal time) provided for in this Agreement that exceeds those mandated by the New Jersey State Administrative Code.
 - For the purposes of calculating the state mandated benefit time, days worked shall include vacation, personal, accrued and donated sick leave.
- J. 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.
- K. All permanent part-time employees working fifteen (15) or more hours per week, upon completion of training, if applicable, and probationary period, shall be eligible for vacation leave on a pro-rata hourly basis, subject to the conditions of this agreement.

 Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired and is delineated in the employment agreement to be executed at the time of hire(for new employees) or by January 15th of each year for current employees. Part-time employees working less than 15 hours per week shall not be

entitled to paid vacation under this Article (this exclusion shall apply to part-time communication operators working less than 15 hours per week).

Communication Operators only

- L. 1. Communication Operator seniority for the purpose of vacations and scheduled days off shall be independent of the police officers and the Police Department.

 However, the scheduling of vacations shall be subject always to prior written application and prior written approval of the Division Commander.
 - 2. Communication Operators hired prior to January 1, 1998 shall receive vacation with pay in each calendar year according to the following schedule:
 - During the first year of service, through the fifth year of service- 14
 working days.
 - b. From the beginning of the sixth year through the tenth year of service-21 working days
 - c. From the beginning of the eleventh year of service and thereafter-28 working days.
 - 3. Communications Operators hired on or after January 1, 1998 shall have their vacation entitlement "capped" at 21 working days; thus, paragraph C above shall not apply to these employees.
 - 4. No Communication Operator shall be compelled to take his/her full vacation at one time but may be permitted to break up not more than one of the weeks to which he/she is entitled, but subject always to prior written application and prior written approval of the Division Commander.

- There shall be no restrictions against vacations between December 15 and January
 15.
- 6. All vacations shall be granted at established base pay rates. If, at the request of the employer, all of any part of a scheduled vacation is worked, said

 Communication Operator shall have the option of either rescheduling his/her vacation or receiving compensation at double time for vacation hours worked in addition to vacation pay.
- 7. The Division Commander may allot vacation periods so as to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the Communication Operators in order of seniority.
- 8. A cash allowance computed according to base pay in lieu of earned vacation will be paid as follows:
 - a. To the employee where an employee retires or resigned after giving the Borough at least two (2) weeks notice; or
 - b. To the next of kin, in the event of an employee's death.
- 9. An employee injured or on an extended sick leave shall not be entitled to his/her vacation period unless he works ninety (90) days in any calendar year.
- 10. Part-time Communication Operators shall receive a pro-rata allotment of vacation time. Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired and as delineated in the employment agreement to be executed at the time of hire (new employees) or by January 15th of each year for current employees.

- 11. Vacation leave is prorated for the calendar year of employment if terminated, except in case of death or retirement after May 30th of the calendar year, then the Communication Operator or estate is entitled to a full year vacation leave.
- 12. Non-regularly scheduled part-time ("on-call") Communication Operators shall not be entitled to any vacation time.

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

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

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.

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 will be approved only in the case where the presence of the Union president is deemed necessary by the Borough. Leave under this section shall be limited to not more than four (4) employees at any one time.

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, step-child, parent, brother, sister, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild or other members of the employee's immediate household. C.Employees shall receive one day leave with pay in the event of a death of an aunt, uncle, niece, nephew, or grandparent-in-law 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 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.
- E. Part-time employees shall receive a pro-rata allotment of bereavement leave days. Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired and as delineated in the employment agreement to be executed at the time of hire (for new employees) or by January 15th of each year for current

employees. Part-time employees working less than 15 hours per week shall not be entitled to bereavement leave under this Article. This exclusion applies to part-time communication operators working less than 15 hours per week.

F. Non-regularly scheduled part-time ("on call") Communications Operators shall not be entitled to any bereavement leave.

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.

SICK LEAVE

Other than Communication Operators

- 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. The term immediate family as used in this section is defined to include the employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, mother-in-law, or father-in-law, who is a member of the employee's household or for whom the employee has proven to be the primary care giver.
- 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 four (4) days of sick leave <u>may</u> 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 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.
- G. 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 employees shall receive a pro-rata allotment of bereavement leave days. Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired and as delineated in the employment agreement to be executed at the time of hire (for new employees) or by January 15th of each year for current employees. Part-time employees working less than 15 hours per week shall not be entitled to sick day pursuant to this Article.
- 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 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 days could be sold back at \$35.00 a day in those cases where the maximum of \$10,000.00 has not been reached.

For Communication Operators

- K. 1. A minimum sick leave shall accumulate to employees hired prior to January 1, 1998 on the basis of sixteen (16) working days in a calendar year.
 Communications Operators hired on or after January 1, 1998 shall receive fifteen (15) sick days per year. The total sick leave entitlement shall accumulate to Communication Operator's benefit on the first day of each year provided, however, if an employee resigns or is terminated from his/her employment and has utilized all of his/her accumulated sick leave and all of the annual sick leave entitlement he/she shall only receive credit for the annual sick leave of one and one-quarter(1½) days per month and if as a result thereof he/she has utilized more sick leave than earned, the employee shall be charged back such excess and the same shall be deducted from any monies due the Communication Operator.
 - 2. Sick leave may be used by Communication Operators for personal illness or illness of a member of his/her family which requires his/her attendance upon the person who is seriously ill. The term member of his/her family as used in this

section is defined to include the employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, mother-in-law, or father-in-law, who is a member of the employee's household or for whom the employee has proven to be the primary care giver. In the event the Communication Operator's illness causes his/her absence from work for three(3) consecutive days, a physician's certificate must be filed with the Chief on the fourth (4th) day. This physician should be requested to indicate when the Communication Operator may be expected to return to work.

- 3. Communication Operators shall be granted up to four (4) days off per calendar year with pay for personal reasons, provided, however, that they make application with the Chief of Police or his/her designee for such personal leave two (2) days in advance of the requested leave. If the employee has used his/her yearly allowance of sick leave, he cannot use accumulated sick leave for personal leave or personal days.
- 4. Part-time employees shall receive a pro-rata allotment of sick and personal days.

 Pro-rata amounts shall be determined by the planned number of hours to be worked at the time the employee is hired and as delineated in the employment agreement to be executed at the time of hire (for new employees) or by January 15th of each year for current employees. Part-time communication operators shall not be entitled to sick leave benefits under this Article.
- 5. Non-regularly scheduled part-time ("on call") Communications Operators shall not be entitled to any sick or personal days.

MILITARY LEAVE

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

GRIEVANCE PROCEDURE

Any grievance is a dispute which may arise between the parties concerning application, A. 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. 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 Union. Time extensions may be mutually agreed to by the Borough and the Union.

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.

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.

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.

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.
- C. The Borough, on request of a Communication Operator and after reasonable notice, may grant a six (6) month leave of absence without pay to a Communication Operator. Said leave may only be granted by the Mayor and Council when they receive a written request signed by the Communication Operator and endorsed by the chief of Police. The Mayor and Council may extend such leave for an additional period of six (6) months. If, however, the Communication Operator overstays such leave, then his/her employment with the Borough shall be deemed to have terminated. Seniority of the Communication Operator shall not accumulate during such leave. All provisions of this section are subject to the laws of the State of New Jersey, specifically, Department of Personnel Rules and Regulations.
- D. In the event a Communication Operator is charged with a violation of the law as a result of action taken by him/her in the course of performing his/her duty, the Borough of Sayreville will provide him/her, upon request, with competent counsel to conduct the defense of the charges and the said attorney's fees and costs shall be paid in full by the Borough.

- E. The Borough will provide at its expense influenza inoculations to be given to all

 Communications Operators by a physician designated by the Borough. In the event a

 Communication Operator is exposed to a contagious disease and prophylactic treatment
 is available, the employer will provide at its expense, such treatment to the

 Communication Operator and his/her family as medically indicated. Medical records
 regarding such treatment may be subject to review by the Borough.
- F. Any Communication Operator authorized to attend a police academy or any other police training academy recognized by the State of New Jersey Police Training Commission shall be granted time off to complete the course or program and shall be compensated for meals and mileage at the rates so indicated in this agreement.
- G. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the other terms and conditions hereof.
- H. It is understood and agreed that if any part of this Agreement is in conflict with applicable Federal or State laws, that such part shall be suspended and the appropriate applicable provision shall prevail, the remainder of this Agreement shall not be affected thereby.
- I. Any provision of this Agreement which is in conflict with New Jersey Department of Personnel Rules and Regulations shall remain in full force and effect, it being the intention of the parties to supplement the protections afforded under New Jersey Department of Personnel Rules and Regulations.
- J. The Borough agrees that permanent replacement of Communication Operators will not be made by the use of police officers whether now employed or subsequently hired by the Borough. However, the Borough has the right to utilize police officers on a temporary

basis due to manpower shortage, vacations and other valid reasons and in order to maintain the continuous efficiency and excellence of the Police Department.

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.

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
 a material breach of this Agreement.
- B. The Borough shall not cause, authorize or support any lockout.

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. 11A or any other national, state, county or local laws or ordinances.

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 the Public Employees Retirement System. A lump sum payment of terminal leave shall be made to the Employee 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.
- C. Payment for terminal leave shall be made after the employee's official retirement and commencement of the receipt of a retirement pension.

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.

ARTICLE 39

SNOW REMOVAL - SECONDARY JOB CLASSIFICATIONS

To the extent permitted by law, employees will have the opportunity to accept a secondary job classification ("Job 2" per State DOP rules) as a laborer on a part-time temporary basis during periods of snow. Dependent on the needs of the Borough and the work actually performed by the employee, the employee will be paid at the pay scale of laborer, truck driver, and/or heavy truck driver.

All interested employees must send a letter of interest to the Personnel Clerk no later than October 31st of each year. The letter of interest must be submitted each year despite the employee's participation in prior years.

Employee's working in this capacity will be paid in the following manor:

- a. 1st year of participation: The employee shall be paid at a rate equivalent to Step A of the appropriate title multiplied by 1.5 for the first 8 consecutive hours worked. After the first 8 consecutive hours, the employee shall be paid at a rate of Step A multiplied by 2.
- b. 2nd and subsequent years: The employee shall be paid rate equivalent to Step B of the appropriate title multiplied by 1.5 for the first 8 consecutive hours worked. After the first 8 consecutive hours, the employee shall be paid at a rate of Step B multiplied by 2.

c. In accordance with Article 13, Item E; Employees will be paid at the corresponding Step A and Step B rates multiplied times 2 for all hours worked on Sundays and the actual (not the municipally observed) dates of the two major holidays of Thanksgiving and Christmas.

The employee working in this temporary assignment will not be excused from his/her regular job assignment during their regularly scheduled work day and shift. The employee will be relieved of his/her temporary assignment a minimum of one hour prior to the start time of their permanent position with the Borough. The time between the two jobs may vary dependent upon the specific needs of the permanent position which shall take precedent.

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: Kennedy O'Brien, Mayor

Richard Jurkiewicz, Presiden

WITNESS:

Theresa Farbaniec, Municipal Clerk

, Staff

Rep. AFSCME Council 73

SARJM\Sayreville, Borough of - General\AFSCME Draft CBA 2006-08.doc

APPENDIX A - Job Titles

Account Clerk
Agency Aide - Library
Assessing Clerk
Assignment Clerk
Building Inspector – HHS
Building Inspector – ICS
Building Inspector – RCS
Building Maintenance Worker
Building Sub-Code Official - HHS
Building Sub-Code Official - RCS Cashier
Clerk
Clerk – Part-Time
Clerk Stenographer
Clerk Typist I
Clerk Typist II
Code Enforcement Officer/Zoning Officer
Computer Operator
Data Entry Machine Operator
Electrician
Electrical Inspector –HHS
Electrical Inspector - ICS

Electrical Sub-Code Official HHS Employee Benefit Clerk **Equipment Operator** Fire Inspector HHS Fire Inspector - ICS Fire Prevention Specialist Fire Subcode Official - HHS Heavy Equipment Operator Library Assistant - Typing Library Assistant - Typing - Part-time Library Associate Librarian I Laborer Library Assistant Part-time (less than 20 hours) Maintenance Repairer Maintenance Repairer/Recreation & Parks Maintenance Worker Mechanic Mechanic's Helper Messenger Omnibus Operator Painter Park Attendant Payroll Clerk

Personnel Clerk - Typing

Plumbing Inspector – HHS

Plumbing Inspector – ICS

Plumbing Sub-Code Official - HHS

Police Records Clerk - Typing

Principal Account Clerk - Typing

Principal Clerk Stenographer

Principal Clerk Typist

Principal Payroll Clerk

Principal Payroll Clerk - Typing

Principal Personnel Clerk

Principal Timekeeper - Typing

Public Safety Telecommunicator

Public Safety Telecommunicator - Trainee

Pump Station Attendant

Pumping Station Repairer

Recreation Aide

Recreation Program Coordinator

Road Repairer

Sanitation Driver

Sanitation Worker

School Traffic Guard

School Traffic Guard - Additional per hour

Security Guard

Senior Account Clerk

Senior Account Clerk - Typing

Senior Assessing Clerk

Senior Building Maintenance Worker

Senior Cashier

Senior Clerk

Senior Clerk Stenographer

Senior Clerk Transcriber

Senior Clerk Typist

Senior Employee Benefit Clerk

Senior Librarian

Senior Librarian Assistant - Typing

Senior Maintenance Repairer

Senior Maintenance Repairer - Electrician

Senior Payroll Clerk

Senior Police Records Clerk - Stenographer

Senior Police Records Clerk - Typing

Senior Recreation Aide

Senior Sewer Repairer

Senior Water Treatment Plant Operator Licensed

Senior Water Treatment Plant Repairer

Sewer Equipment Operator - Sewage

Sewer Repairer

Sewer Repairer/Water Repairer

Supervising Library Assistant - Typing

Technical Assistance - Office of the Construction Official

Technical Assistance - Office of the Construction Official - Typing

Truck Driver

Truck Driver Heavy

Water Meter Reader

Water Meter Reader/ Water Repairer

Water Treatment Plant Operator

Water Treatment Plant Operator: Licensed

Water Treatment Plant Repairer

Violation Clerk

Zoning Officer

APPENDIX B

SALARY AND WAGES

AFSCME Salary Schedule

					200)6			OTES T	- erco
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP 7	STEP 8
TITLE	A	В	1	2	3	4	5	6		42,763
ccount Clerk	27,539	28,987	30,514	36,306	37,964	39,616	40,443	41,552	42,164 42,164	42,763
ssessing Clerk	27,539	28,987	30,514	36,306	37,964	39,616	40,443	41,552	39,068	39,551
ssignment Clerk	26,446	27,836	29,301	34,931	36,587	38,240	38,513	38,788	42,164	42,763
ashier	27,539	28,987	30,514	36,306	37,964	39,616	40,443	41,552	39,068	39,551
lerk	26,446	27,836	29,301	34,931	36,587	38,240	38,513	38,788	42,648	43,474
lerk Stenographer	27,980	29,452	31,001	36,864	38,515	40,168	40,995	41,822	45,508	46,077
clerk Typist I	30,840	32,463	34,172	40,460	42,116	43,767	44,365	44,931	42,164	42,763
Clerk Typist II	27,539	28,987	30,514	36,306	37,964	39,616	40,443	41,552	47,399	48,783
Computer Operator	32,138	33,829	35,610	42,093	43,748	45,399	45,957	46,510	45,126	46,077
Pata Entry Machine Operator	29,947	31,525	33,184	39,341	40,995	42,648	43,474	44,303	43,128	44,140
mployee Benefit Clerk	28,634	30,142	31,729	37,687	39,342	40,993	41,820	42,788		44,422
ire Prevention Specialist	29,857	31,427	33,081	39,222	40,877	42,527	43,006	43,474	43,946	45,292
the rieverillon operation	29,513	31,063	32,698	38,788	40,443	42,095	42,923	44,092	44,702	45,292
ibrary Assistant	29,513	31,063	32,698	38,788	40,443	42,095	42,923	44,092	44,702	24,367
ibrary Assistant Typing	16,452	17,319	18,231	21,532	22,357	23,188	23,466	23,768	24,071	
ibrary Assistant Typing P/T	31,500	32,800	34,200	38,900	41,000	43,000	43,400	44,000	44,650	45,300 48,226
ibrary Associate	33,071	34,811	36,643	43,266	44,919	46,572	46,987	47,399	47,818	
ibrarian	2,452	2,581	2,719	2,870	3,019	3,172	3,323	3,474	3,624	3,776
Vlessenger	28,842	30,360	31,957	37,752	39,410	41,060	41,889	42,997	45,252	46,962
Payroll Clerk	32,813	34,542	36,359	42,947	44,597	46,249	46,631	47,014	47,392	47,780
Personnel Clerk Typing	27,539	28,987	30,514	36,306	37,964	39,616	40,443	41,552	42,164	46,077
Police Records Clerk Typing	33,127	34,870	36,703	43,336	44,990	46,643	47,057	47,471	47,883	48,480
Principal Account Clerk Typing Principal Clerk Stenographer	33,673	35,446	37,311	44,025	45,678	47,337	48,223	49,122	50,014	50,909
Principal Clerk Steriographer	32,813	34,542	36,359	42,947	44,597	46,249	46,631	47,014	47,392	47,780
Principal Clerk Typist	31,955	33,638	35,406	39,449	41,037	42,629	44,215	45,806	47,395	48,408
Principal Payroll Clerk	33,232	34,983	36,821	43,474	45,126	46,782	47,338	47,883	48,435	49,174
Principal Payroll Clerk Typing	34,754	36,581	38,507	40,486	42,464		46,419	48,397	50,373	51,76
Principal Personnel Clerk	32,813	34,542	36,359	42,947	44,597	46,249	46,631	47,014	47,392	47,78
Principal Timekeeper Typing	33,258	35,009	36,850	43,503	45,157	46,810	48,471	50,132	51,794	52,72
Public Safety Telecommunicator	26,091	27,464	28,910	34,388	35,940	37,493	39,047	40,602	42,157	43,71
Public Safety Telecommunicator Trainee	30,840	32,463	34,172	40,460		43,767	44,365	44,931	45,508	46,07
Recreation Program Coordinator	4,514	4,751	5,002	5,773			6,048	6,139	6,233	6,32
School Traffic Guard	7.44	7.49	7.70				9.00	9.16	9.35	9.5
School Traffic Guard - Additional per Hour	29,729	31,297	32,944	39,067		42,370	43,197	44,309	44,917	45,51
Senior Account Clerk	29,947	31,525	33,184			42,648	43,474	44,303	45,126	46,07
Senior Account Clerk Typing	29,947	31,525	33,184			42,648	43,474	44,303	45,126	46,07
Senior Assessing Clerk	29,803	31,323				42,464	43,291	44,211	44,964	45,70
Senior Cashier	28,416	29,913	4			40,722	41,409	42,095	42,787	43,47
Senior Clerk	30,169	31,756				42,923	43,751	44,579	45,358	46,12
Senior Clerk Stenographer	29,947	31,525				42,648	43,474		45,126	46,07
Senior Clerk Transcriber	29,947			4		42,648	43,474		45,126	46,07
Senior Clerk Typist	29,729					42,370	43,197	44,024	44,851	45,51
Senior Employee Benefits Clerk	37,581	39,558					52,566			53,82
Senior Librarian	29,812						43,305			45,66
Senior Library Assistant Typing	31,029		to a company of the c						46,112	47,68
Senior Payroll Clerk		And with the last of the last						44,579		
Senior Police Records Clerk Stenographer	30,169			and the same and the same and the same and	AND THE RESERVE TO SHARE THE PARTY OF THE PA		agreement the second of the second of			
Senior Police Records Clerk Typing	30,432								21,979	
Senior Recreation Aide	13,758						dance		48,435	
Supervising Library Assistant Typing	32,579									
Violations Clerk	27,539	28,987	30,514	30,30	31,90	T, 00,010				

AFSCME Salary Schedule

	2007											
	STEP											
TITLE	A	В	1	2	3	4	5	6	7	8		
Account Clerk	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	44,174		
Assessing Clerk	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	44,174		
Assignment Clerk	27,319	28,754	30,268	36,084	37,794	39,502	39,784	40,068	40,357	40,856		
Cashier	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	44,174		
Clerk	27,319	28,754	30,268	36,084	37,794	39,502	39,784	40.068	40,357	40.856		
Clerk Stenographer	28,903	30,424	32,024	38,080	39,786	41,493	42,348	43,202	44,056	44,909		
Clerk Typist I	31,858	33,534	35,300	41,796	43,505	45,211	45,829	46,413	47,010	47,598		
Clerk Typist II	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	44,174		
Computer Operator	33,199	34,946	36,785	43,482	45,192	46,897	47,473	48,044	48,963	50,393		
Data Entry Machine Operator	30,936	32,566	34,279	40,639	42,348	44,056	44,909	45,765	46,616	47,598		
Employee Benefit Clerk	29,579	31,137	32,776	38,930	40,640	42,346	43,200	44,200	44,943	45,596		
Fire Prevention Specialist	30,842	32,464	34,172	40,517	42,226	43,930	44,425	44,909	45,396	45.888		
Library Assistant	30,487	32,088	33,777	40,068	41,778	43,484	44,340	45,547	46,177	46,787		
Library Assistant Typing	30,487	32,088	33,777	40,068	41,778	43,484	44,340	45,547	46,177	46,787		
Library Assistant Typing P/T	16,995	17,891	18,833	22,243	23,095	23,954	24,241	24,553	24,865	25,171		
Library Associate	32,540	33,882	35,329	40,184	42,353	44,419	44,832	45,452	46,123	46,795		
Librarian	34,163	35,960	37,853	44,694	46,402	48,109	48,537	48,963	49,396	49,817		
Messenger	2,533	2,666	2,809	2,964	3,119	3,277	3,432	3,589	3,743	3,901		
Payroll Clerk	29,794	31,362	33,011	38,997	40,710	42,415	43,271	44,416	46,745	48,512		
Personnel Clerk Typing	33,896	35,682	37,559	44,364	46,069	47,775	48,170	48,566	48,956	49,356		
Police Records Clerk Typing	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	47,598		
Principal Account Clerk Typing	34,220	36,020	37,914	44,766	46,475	48,182	48,609	49.037	49,463	50.080		
Principal Clerk Stenographer	34,784	36,616	38,542	45,478	47,186	48,899	49,814	50.743	51,664	52,589		
Principal Clerk Typist	33,896	35,682	37,559	44,364	46.069	47,775	48,170	48,566	48,956	49,356		
Principal Payroll Clerk	33,009	34,748	36,575	40.751	42,391	44,035	45,674	47,318	48,959	50,005		
Principal Payroll Clerk Typing	34,329	36,137	38,037	44,909	46,616	48,325	48,900	49,463	50,033	50,797		
Principal Personnel Clerk	35,901	37,789	39,777	41,822	43,865	45,905	47,951	49,403	52,035	53,473		
Principal Timekeeper Typing	33,896	35,682	37,559	44.364	46,069	47,775	48,170	48,566	48.956	49.356		
Public Safety Telecommunicator	34,355	36,164	38.066	44,939	46,647	48,355	50,070	51,787	53,503	54,465		
Public Safety Telecommunicator Trainee	26,952	28,370	29,864	35,522	37,126	38,730	40,336	41,941	43,548	45,154		
Recreation Program Coordinator	31,858	33,534	35,300	41,796	43,505	45.211	45,829	46,413	47,010	47,598		
School Traffic Guard	4.663	4,908	5.167	5.964	6,058	6,151	6.248	6,341	6,438	6,530		
School Traffic Guard - Additional per Hour	7.68	7.74	7.96	8.69	8.92	9.08	9.30	9.46	9.66	9.85		
Senior Account Clerk	30,710	32,329	34.031	40.356	42.064	43.768	44,623	45,771	46,400	47,019		
Senior Account Clerk Typing	30,936	32,566	34,279	40,639	42.348	44,056	44,909	45.765	46,616	47,598		
Senior Assessing Clerk	30,936	32,566	34,279	40.639	42,348	44,056	44,909	45,765	46,616	47,598		
Senior Cashier	30,787	32,406	34,114	40,450	42,158	43,865	44,719	45,670	46,447	47,212		
Senior Clerk	29,353	30.900	32,526	38,647	40,357	42,066	42,776	43,484	44,199	44,909		
Senior Clerk Stenographer	31,164	32,804	34,530	40,924	42,633	44,340	45,195	46,051	46,855	47,642		
Senior Clerk Transcriber	30,936	32,566	34,279	40,639	42,348	44.056	44,909	45,765	46,616	47,598		
Senior Clerk Typist	30.936	32,566	34,279	40,639	42,348	44,056	44,909	45,765	46,616	47,598		
Senior Employee Benefits Clerk	30,710	32,329	34,031	40.356	42,044	43,768	44,623	45,477	46,331	47,019		
Senior Librarian	38.821	40.864	43,015	50,561	52,270	53,700	54,301	54,627	54,951	55,596		
Senior Library Assistant Typing	30,796	32,417	34,121	40,459	42,168	43.877	44,734	45.938	46,566	47,175		
Senior Payroll Clerk	32.053	33.743	35,515	39.511	41,136	42,760	44,383	46,011	47,634	49,256		
Senior Police Records Clerk Stenographer	31,164	32.804	34,530	40,924	42,633	44,340	45,195	46,011	46,855	47,642		
Senior Police Records Clerk Typing	31,437	33,089	34.832	41,269	42,978	44.682	45,789	46,270	46,992	47,721		
Senior Recreation Aide	14,212	14,960	15,747	18,690	19.488	20,290	21,097	21,899	22,704	23,501		
Supervising Library Assistant Typing	33,654	35,426	37,289	44,057	45,765	47,473	48,325	49,181	50,033	51,003		
Violations Clerk	28,448	29,944	31,521	37,505	39,217	40,923	41,778	42,923	43,555	47,642		

AFSCME Salary Schedule

	2008												
		CTED 1	STEP	STEP	STEP I	STEP	STEP	STEP	O	STEP			
	STEP	STEP	1	2	3	4	5	6	7				
TITLE	Α		32,703	38,911	40.687	42,458	43,344	44,533	45,189	45,830			
count Clerk	29,515	31,067	32,703	38,911	40,687	42,458	43,344	44,533	45,189	45,830 42,388			
ssessing Clerk	29,515	31,067 29,833	31,403	37,437	39,211	40,983	41,276	41,570	41,871	45,830			
ssignment Clerk	28,343	31,067	32,703	38,911	40,687	42,458	43,344	44,533	45,189	42,388			
ashier	29,515	29,833	31,403	37,437	39,211	40,983	41,276	41,570	41,871	46,593			
lerk	28,343	31,565	33,225	39,508	41,278	43,049	43,936	44,822	45,708	49,383			
lerk Stenographer	29,987	34,791	36,624	43,363	45,137	46,906	47,548	48,154	48,773	45,830			
lerk Typist I	33,053	31,067	32,703	38,911	40,687	42,458	43,344	44,533	45,189	52,282			
lerk Typist Ii	29,515	36,256	38,165	45,113	46,887	48,656	49,253	49,846	50,799	49,383			
omputer Operator	34,444	33,787	35,564	42,163	43,936	45,708	46,593	47,482	48,364	47,306			
ata Entry Machine Operator	32,096	32,304	34,005	40,390	42,164	43,934	44,820	45,858	46,629	47,609			
mployee Benefit Clerk	30,688	33,682	35,454	42,036	43,809	45,577	46,091	46,593	47,099	48,541			
ire Prevention Specialist	31,998	33,291	35,044	41,570	43,344	45,115	46,002	47,255	47,909	48,541			
ibrary Assistant	31,630	33,291	35,044	41,570		45,115	46,002	47,255	47,909	26,115			
ibrary Assistant Typing	31,630	18,562	19,539	23.077		24,852	25,150	25,473	25,798	48,550			
ibrary Assistant Typing P/T	17,632	35,153	36,653	41,691		46,085	46,513	47,156	47,853	51,685			
ibrary Associate	33,760 35,444	37,308	39,272	46,370			50,357	50,799	51,248	4,047			
ibrarian	2,628	2,766	2,914	3,075			3,561	3,723	3,883	50,331			
Messenger	30,911	32,538	34,249	40,460			44,894	46,082	48,498	51,207			
Payroll Clerk	35,167	37,020	38,967	46,028			49,976	50,387	50,792 45,189	49,383			
Personnel Clerk Typing	29,515	31,067	32,703	38,911			43,344	44,533		51,958			
Police Records Clerk Typing	35,503	37,371	39,336	46,445		49,989	50,432	50,876	51,318 53,602	54,561			
Principal Account Clerk Typing	36,088	37,989	39,987	47,184	48,955		51,682	52,646	50,792	51,207			
Principal Clerk Stenographer	35,167	37,020	38,967	46,028	47,796		49,976	50,387	50,795	51,881			
Principal Clerk Typist	34,247	36,051	37,946	42,279	43,981		47,387	49,092	51,909	52,702			
Principal Payroll Clerk	35,616	37,493	39,463	46,593			50,734	51,318	53,987	55,478			
Principal Payroll Clerk Typing	37,247	39,206	41,269	43,39	45,510		49,749	51,868	50,792	51,207			
Principal Personnel Clerk	35,167	37,020	38,967	46,020			49,976	50,387	55,509	56,507			
Principal Timekeeper Typing	35,643	37,520		46,62			51,948	53,729	45,181	46.847			
Public Safety Telecommunicator	27,963	29,434	30,984				41,848	43,514	48,773	49,383			
Public Safety Telecommunicator Trainee	33.053	34,791	36,624				47,548	48,154 6,579	6,680	6,77			
Recreation Program Coordinator	4,838	5,092	5,360				6,482		10.02	10.2			
School Traffic Guard	7.97	8.03					9.65	9.81 47.487	48,140	48.78			
School Traffic Guard - Additional per Hour	31,862	33,542		41,86				47,487	48,364	49.38			
Senior Account Clerk	32,096	33,787					46,593	47,482	48,364	49,38			
Senior Account Clerk Typing	32,096	33,787							48.189	48.98			
Senior Assessing Clerk	31,941	33,621		3 41,96					45,857	46,59			
Senior Cashier	30,454			40,09					48,612	49,42			
Senior Clerk	32,333								48,364	49,38			
Senior Clerk Stenographer	32,096			4 42,16	3 43,93				48,364	49,38			
Senior Clerk Transcriber	32,096			4 42,16				<u> </u>		48,78			
Senior Clerk Typist	31,862			7 41,86						57,68			
Senior Employee Benefits Clerk	40,277	4								48,94			
Senior Librarian	31,951	33,632								51,10			
Senior Library Assistant Typing	33,255			7 40,99					48,612	49.42			
Senior Payroll Clerk				5 42,4						49,5			
Senior Police Records Clerk Stenographer	32,533			8 42,8						24,38			
Senior Police Records Clerk Typing	14,745			8 19,3						52.9			
Senior Recreation Aide	34,910			7 45,7						49,4			
Supervising Library Assistant Typing	29.515				11 40,6	87 42,45	8 43,344	44,033	45,105	70,7			

AFSCME Hourly Payroll Schedule 2006 STEP STEP STEP STEF STEP STEP STEP STEP TITLE 8 9.04 11.27 12.28 13.27 14.21 15.23 17.21 Agency Alde - Library 8.15 8.58 Building Maintenance Worker 15.76 16.60 17.48 21.21 22.61 23.99 24.27 24.54 24.80 25.11 22.50 18.04 20.98 24.02 25.51 27.03 28.56 30.06 16.27 17.14 Building Inspector - HHS Building Inspector - ICS 21.22 29.03 15.26 16.04 16.89 19.81 22.85 24.39 25.91 27.51 Building Inspector - RCS 28.04 14.47 15.23 15.99 19.55 20.92 22.82 23.24 24.78 26.48 21.72 21.48 20.10 21.04 21.16 21.32 Clerk - P/T 14.51 15.30 16.09 19.19 Code Enforcement Officer - Zoning Officer 16.60 17.48 18.41 21.74 22.60 23.46 24.33 25,16 26.02 26.86 31.56 Building Subcode Official - HHS 16.78 17.64 18.57 22.59 24.06 25.56 27.06 28.58 30.06 17.64 27.06 30.06 Electrical Subcode Official - HHS 16.78 18.57 22.59 24.06 25.56 28.58 31.56 16.27 17.14 18.04 22.50 25.51 28.56 30.06 Electrical Inspector - HHS 20.98 24.02 27.03 21.22 25.91 27.51 29.03 Electrical Inspector - ICS 15.26 16.04 16.89 19.81 22.85 24.39 25.87 Electrician 14.39 15.11 15.90 19.39 20.76 22.19 23.09 24.25 25.44 26.08 26.40 **Equipment Operator** 15.76 16.60 17.48 21.21 21.99 23.98 24.78 25.38 30.06 Fire Inspector - HHS 16.27 17.14 18.04 20.98 22.50 24.02 25.51 27.03 28.56 Fire Inspector - ICS 15.26 16.04 16.89 19.81 21.22 22.85 24.39 25.91 27.51 29.03 Fire Subcode Official - HHS 31.56 27.06 28.58 30.06 16.78 17.64 18.57 22.59 24.06 25.56 26.98 Heavy Equipment Operator 15.94 16.80 17.65 21.55 22.33 24.32 25.12 25.72 26.43 25.44 24.25 14.22 15.00 15.76 19.30 20.67 22.03 22.62 23.13 Library Assistant - P/T (less than 20 hrs) 9.67 10.18 10.73 12.70 13.66 14.15 14.67 15.15 15.65 13.16 Maintenance Repairer 14.39 15.11 15.90 19.39 20.76 22.19 23.09 24.25 25.44 25.73 25.73 23.09 25.44 14.39 15.90 19.39 20.76 22.19 24.25 MAINT. REPAIRER/RECREATION & PARKS MAINT WORKER 15.11 Mechanic 17.55 18.46 19.43 23.45 24.80 26.19 26.75 27.27 27.83 28.94 25.44 24.25 Mechanic's Helper 14.22 15.00 15.76 19.30 20.67 22.03 22.62 23.13 22.03 Ominbus Operator 13.12 13.82 14.53 17.90 19.30 20.67 20.95 21.22 21.62 25.44 Painter 12.03 12.66 13.34 16.52 17.89 19.28 20.67 22.03 23.56 Park Attendant 7.35 7.77 8.15 9.76 10.27 10.75 11.27 11.79 12.28 12.77 20.98 Plumbing Inspector - HHS 16.27 17.14 18.04 22.50 24.02 25.51 27.03 28.56 30.06 29.03 Plumbing Inspector - ICS 15.26 16.04 16.89 19.81 21.22 22.85 24.39 25.91 27.51 31.56 Plumbing Subcode Official -HHS 16.78 17.64 18.57 22.59 24.06 25.56 27.06 28.58 30.06 26.05 22.38 23.00 23.64 24.48 25.66 25.74 Pump Station Attendant 18.98 19.98 21.05 Pumping Station Repairer 19.29 20.30 21.38 22.77 23.38 24.17 24.74 25.44 25.78 26.49 24.74 25.44 Road Repairer 14.77 15.57 16.39 19.99 21.38 22.77 23.38 24.17 26.05 Sanitation Driver 15.53 16.32 17.19 20.87 22.26 23.63 24.63 25.17 25.73 Sanitation Worker 15.02 15.81 16.63 20.29 21.65 23.07 23.63 24.63 25.17 25.73 Security Guard 10.02 10.77 11.52 12.27 13.02 13.75 14.50 15.25 16.00 16.71 Senior Building Maintenance Worker 15.95 16.79 17.63 21.38 22.75 24.13 24.52 24.70 25.10 25.69 16.75 17.63 18.56 22.47 23.84 25.19 25.47 25.78 26.07 26.29 Senior Maintenance Repairer Senior Sewer Repairer 17.47 18.35 19.25 23.09 24.42 25.86 26.05 26.36 26.64 26.99 22.56 Senior Maintenance Repairer - Electrician 24.00 26.77 16.82 17.70 18.62 25.38 25.68 26.00 26.31 Senior Water Treatment Plant Repairer 17.93 18.87 19.87 23.91 25.30 26.71 26.98 27.20 27.51 28.94 28.43 20.78 21.77 24.57 25.96 27.31 27.59 28.15 22.88 27.88 Senior Water Treatment Plant Operator - Licensed 17.36 26.39 Sewer Equipment Operator - Sewage 16.51 18.27 22.11 23.50 24.86 25.17 25.44 25.73 Sewer Repairer 16.32 17.19 18.10 21.94 23.27 24.70 24.88 25.19 25.47 26.10 Sewer Repairer/Water Repairer 19.80 20.85 21.94 23.28 23.80 24.25 24.98 25.78 26.07 26.35 19.37 20.40 21.49 25.32 26.24 27.12 27.34 27.57 27.77 27.97 Technical Assistant- Office of the Construction Official 19.37 20.40 21.49 25.32 26.24 27.12 27.34 27.57 27.77 27.97 Technical Assistant- Office of the Construction Official - Typing 25.73 Truck Driver 15.02 15.81 16.63 20.29 21.65 23.07 23.63 24.42 25.02 truck Driver Heavy 15.53 16.32 17.19 20.87 22.26 23.63 24.42 25.02 25.73 26.05 25.44 Water Meter Reader 19.99 22.77 23.44 25.17 14.77 15.57 16.39 21.38 24.83 Water Meter Reader/Water Repairer 19.80 20.85 21.94 23.28 23.80 24.25 24.98 25.78 25.95 26.10 Water Treatment Plant Repairer 17.17 18.06 19.00 22.99 24.35 25.73 25.96 26.25 26.54 26.82 Water Treatment Plant Operator - Licensed 19.60 20.62 21.72 23.68 25.03 26.42 26.71 27.00 27.27 27.59 Water Treatment Plant Operator 19.47 20.48 21.55 23.49 24.87 26.25 26.54 26.83 27.14 27.39

Zoning Officer

16.60

17.48

18.41

21.74

22.60

23.46

24.33

25.16

26.86

26.02

AFSCME Hourly Payroll Schedule

	2007											
	STEP	STEP	STEP	STEP	STEP	STEP	STEP [STEP	STEP	STEP		
TITLE	A	B	1	2	3	4	5	6	7	8		
Agency Aide - Library	8.42	8.86	9.34	11.64	12.68	13.70	14.68	15.74	16.76	17.78		
Building Maintenance Worker	11.35	11.23	13.20	132.97	14.85	15.70	16.58	17.46	18.32	19.16		
Building Inspector - HHS	16.81	17.70	18.63	21.67	23.24	24.81	26.36	27.92	29.50	31.05		
Building Inspector - ICS	15.77	16.57	17.45	20.46	21.92	23.60	25.20	26.77	28.42	29.98		
Building Inspector - RCS	14.95	15.74	16.51	20.19	21.61	23.58	24.00	25.60	27.36	28.96		
Clerk - P/T	14.99	15.80	16.62	19.82	20.76	21.74	21.85	22.02	22.18	22.44		
Code Enforcement Officer - Zoning Officer	17.15	18.06	19.01	22.46	23.34	24.24	25.13	25.99	26.88	27.75		
Building Subcode Official - HHS	17.33	18.23	19.18	23.33	24.85	26.41	27.95	29.53	31.05	32.60		
Electrical Subcode Official - HHS	17.33	18.23	19.18	23.33	24.85	26.41	27.95	29.53	31.05	32.60		
Electrical Inspector - HHS	16.81	17.70	18.63	21.67	23.24	24.81	26.36	27.92	29.50	31.05		
Electrical Inspector - ICS	15.77	16.57	17.45	20.46	21.92	23.60	25.20	26.77	28.42	29.98		
Electrician	14.86	15.61	16.43	20.03	21.45	22.92	23.85	25.05	26.28	26.73		
Equipment Operator	16.28	17.15	18.06	21.91	22.72	24.77	25.60	26.22	26.94	27.27		
Fire Inspector - HHS	16.81	17.70	18.63	21.67	23.24	24.81	26.36	27.92	29.50	31.05		
Fire Inspector - ICS	15.77	16.57	17.45	20.46	21.92	23.60	25.20	26.77	28.42	29.98		
Fire Subcode Official - HHS	17.33	18.23	19.18	23.33	24.85	26.41	27.95	29.53	31.05	32.60		
Heavy Equipment Operator	16.47	17.35	18.24	22.26	23.07	25.12	25.95	26.57	27.30	27.87		
Laborer	14.69	15.49	16.28	19.94	21.35		23.37	23.90	25.05	26.28		
Library Assistant - P/T (less than 20 hrs)	9.99	10.51	11.09	13.12	13.60		14.62	15.15	15.65	16.16 26.58		
Maintenance Repairer	14.86	15.61	16.43	20.03	21.45		23.85	25.05	26.28	26.58		
MAINT. REPAIRER/RECREATION & PARKS MAINT WORKER	14.86	15.61	16.43	20.03	21.45	22.92	23.85	25.05	26.28			
Mechanic	18.13	19.07	20.07	24.23	25.62		27.63	28.17	28.75			
Mechanic's Helper	14.69	15.49		19.94	21.35		23.37	23.90	25.05			
Ominbus Operator	13.56	14.28	15.01	18.49	19.94		21.64	21.92	22.33			
Painter	12.43	13.08	13.78		18.48		21.35	22.76	24.33			
Park Attendant	7.60	8.02	8.42		10.61		11.64	12.18	12.68			
Plumbing Inspector - HHS	16.81	17.70			23.24		26.36	27.92	29.50			
Plumbing Inspector - ICS	15.77	16.57			21.92			26.77	28.42 31.05			
Plumbing Subcode Official -HHS	17.33	18.23			24.85			29.53	26.59			
Pump Station Attendant	19.61	20.64			23.76		25.29	26.50 26.28	26.63			
Pumping Station Repairer	19.93	20.97			24.15		25.56		25.56			
Road Repairer	15.26			20.65					26.58			
Sanitation Driver	16.04	16.85							26.00			
Sanitation Worker	15.51								16.52			
Security Guard	10.35								25.93			
Senior Building Maintenance Worker	16.48								26.93			
Senior Maintenance Repairer	17.30	18.22							27.51			
Senior Sewer Repairer	18.05						<u> </u>		27.17			
Senior Maintenance Repairer - Electrician	17.37	18.28							28.42			
Senior Water Treatment Plant Repairer									29.0			
Senior Water Treatment Plant Operator - Licensed	21.40								26.58			
Sewer Equipment Operator - Sewage	17.06					marks on the second			26.3			
Sewer Repairer	16.85											
Sewer Repairer/Water Repairer	20.45						-+		1			
Technical Assistant- Office of the Construction Official									28.6			
Technical Assistant- Office of the Construction Official - Typing	20.01											
Truck Driver	15.51											
truck Driver Heavy	16.04											
Water Meter Reader	15.26 20.45								1			
Water Meter Reader/Water Repairer												
Water Treatment Plant Repairer	17.74				+							
Water Treatment Plant Operator - Licensed												
Water Treatment Plant Operator	20.11											
Zoning Officer	17.15	18.06	19.0	22.40	20.0	7, 24.2	T, 20.15	20.00				

	AFS	SCME H	Hourly	Payrol	I Sched	lule				
			<u>-</u>		20	08				
TITLE	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Agency Aide - Library	8.73	9.20	9.69	12.08	13.16	14.22	15.23	16.33		
Building Maintenance Worker	11.78	11.65	13.70	137.96	15.10	16.29	17.20	18.11	17.39 19.01	18.4 19.8
Building Inspector - HHS	17.44	18.37	19.33	22.49	24.11	25.74	27.34		30.61	
Building Inspector - ICS	16.36	17.19	18.10	21.23	22.74			28.97		32.2
Building Inspector - RCS	15.51	16.33	17.13			24.48	26.14	27.77	29.48	31.1
Clerk - P/T	15.55	16.39	17.13	20.95	22.42	24.46	24.90	26.56	28.38	30.0
Code Enforcement Officer - Zoning Officer	17.79			20.57	21.54	22.55	22.67	22.85	23.02	23.2
Building Subcode Official - HHS	17.79	18.73 18.91	19.73	23.30	24.22	25.15	26.07	26.97	27.88	28.7
Electrical Subcode Official - HHS	17.98		19.90	24.21	25.79	27.40	29.00	30.63	32.21	33.8
Electrical Inspector - HHS	17.96	18.91	19.90	24.21	25.79	27.40	29.00	30.63	32.21	33.8
Electrical Inspector - ICS	16.36	18.37	19.33	22.49	24.11	25.74	27.34	28.97	30.61	32.2
Electrician		17.19	18.10	21.23	22.74	24.48	26.14	27.77	29.48	31.1
Equipment Operator	15.42	16.19	17.04	20.79	22.25	23.78	24.75	25.99	27.27	27.7
Fire Inspector - HHS	16.89	17.79	18.73	22.73	23.57	25.70	26.56	27.20	27.95	28.2
	17.44	18.37	19.33	22.49	24.11	25.74	27.34	28.97	30.61	32.2
Fire Subcode Official LUIS	16.36	17.19	18.10	21.23	22.74	24.48	26.14	27.77	29.48	31.1
Fire Subcode Official - HHS	17.98	18.91	19.90	24.21	25.79	27.40	29.00	30.63	32.21	33.8
Heavy Equipment Operator	17.09	18.00	18.92	23.09	23.93	26.06	26.92	27.56	28.33	28.9
Laborer	15.24	16.07	16.89	20.69	22.16	23.61	24.24	24.79	25.99	27.2
Library Assistant - P/T (less than 20 hrs)	10.37	10.91	11.50	13.61	14.11	14.64	15.17	15.72	16.24	16.7
Maintenance Repairer	15.42	16.19	17.04	20.79	22.25	23.78	24.75	25.99	27.27	27.5
MAINT, REPAIRER/RECREATION & PARKS MAINT WORKER	15.42	16.19	17.04	20.79	22.25	23.78	24.75	25.99	27.27	27.5
Mechanic	18.81	19.78	20.82	25.14	26.58	28.07	28.67	29.23	29.83	31.02
Mechanic's Helper	15.24	16.07	16.89	20.69	22.16	23.61	24.24	24.79	25.99	27.2
Ominbus Operator	14.06	14.81	15.58	19.19	20.69	22.16	22.45	22.74	23.17	23.6
Painter	12.89	13.57	14.30	17.71	19.17	20.66	22.16	23.61	25.25	27.2
Park Attendant	7.88	8.32	8.73	10.46	11.01	11.52	12.08	12.64	13.16	13.69
Plumbing Inspector - HHS	17.44	18.37	19.33	22.49	24.11	25.74	27.34	28.97	30.61	32.2
Plumbing Inspector - ICS	16.36	17.19	18.10	21.23	22.74	24.48	26.14	27.77	29.48	31.1
Plumbing Subcode Official -HHS	17.98	18.91	19.90	24.21	25.79	27.40	29.00	30.63	32.21	33.82
Pump Station Attendant	20.34	21.42	22.56	23.99	24.65	25.33	26.24	27.50	27.59	27.92
Pumping Station Repairer	20.68	21.76	22.92	24.41	25.06	25.91	26.52	27.27	27.63	28.39
Road Repairer	15.83	16.69	17.56	21.43	22.92	24.41	25.06	25.91	26.52	27.27
Sanitation Driver	16.65	17.49	18.42	22.36	23.86	25.32	26.39	26.98	27.58	27.92
Sanitation Worker	16.09	16.94	17.83	21.75	23.20	24.73	25.32	26.39	26.98	27.58
Security Guard	10.74	11.55	12.34	13.15	13.95	14.74	15.54	16.35	17.14	17.9
Senior Building Maintenance Worker	17.10	17.99	18.90	22.92	24.38	25.86	26.28	26.47	26.90	27.53
Senior Maintenance Repairer	17.95	18.90	19.89	24.09	25.56	27.00	27.30	27.63	27.94	28.17
Senior Sewer Repairer	18.72	19.67	20.63	24.75	26.17	27.72	27.92	28.25	28.55	28.92
Senior Maintenance Repairer - Electrician	18.03	18.96	19.96	24.18	25.72	27.20	27.52	27.86	28.19	28.69
Senior Water Treatment Plant Repairer	19.22	20.22	21.29	25.62	27.11	28.62	28.91	29.15	29.48	31.02
Senior Water Treatment Plant Operator - Licensed	22.27	23.34	24.52	26.33	27.82	29.26	29.57	29.88	30.17	30.4
Sewer Equipment Operator - Sewage	17.70	18.60	19.58	23.70	25.19	26.65	26.98	27.27	27.58	28.28
Sewer Repairer	17.49	18.42	19.40	23.51	24.94	26.47	26.67	27.00	27.30	27.97
Sewer Repairer/Water Repairer	21.22	22.34	23.51	24.95	25.51	25.99	26.77	27.63	27.94	28.2
Technical Assistant- Office of the Construction Official	20.76	21.87	23.03	27.13	28.13	29.07	29.30	29.55	29.76	29.9
echnical Assistant- Office of the Construction Official - Typing	20.76	21.87	23.03	27.13	28.13	29.07	29.30	29.55	29.76	29.98
Truck Driver	16.09	16.94	17.83	21.75	23.20	24.73	25.32	26.17	26.81	27.58
ruck Driver Heavy	16.65	17.49.	18.42	22.36	23.86	25.32	26.17	26.81	27.58	27.9
Water Meter Reader	15.83	16.69	17.56	21.43	22.92	24.41	25.12	26.61	26.98	27.2
Water Meter Reader/Water Repairer	21.22	22.34	23.51	24.95	25.51	25.99	26.77	27.63	27.81	27.2
Water Treatment Plant Repairer	18.40	19.35	20.37	24.64	26.10	27.58	27.82	28.14		
Water Treatment Plant Operator - Licensed	21.01	22.10	23.28	25.38	26.82	28.31	28.62	-	28.45	28.75
Water Treatment Plant Operator	20.86	21.95	23.09	25.18	26.66			28.93	29.23	29.5
Zoning Officer	17.79					28.14	28.45	28.76	29.09	29.3
	17.79	18.73	19.73	23.30	24.22	25.15	26.07	26.97	27.88	28.7

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: Kennedy O'Brien, Mayor

BY: Richard Jurkiewicz, President

WITNESS:

Theresa Farbaniec, Municipal Clerk

, Staff Rep. AFSCME Council 73

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