

Contract no 15 74

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AGREEMENT
BORO OF RARITAN
LOCAL 2168 A.F.S.C.M.E. AFL-CIO

AGREEMENT BETWEEN
BORO OF RARITAN
AND
LOCAL 2168 A.F.S.C.M.E. AFL-CIO
RARITAN EMPLOYEES
JANUARY 1, 1992
through
DECEMBER 31, 1993

Articles of Agreement made this day of June 23, 1992
between the Borough of Raritan, hereinafter referred to as the
Borough and the American Federation of State, County and
Municipal Employees, Local 2168 AFL-CIO, hereinafter referred to
as the Union.

In consideration of the mutual covenants herein contained,
the parties hereto mutually agree as follows:

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive
bargaining agent for the purpose of establishing salaries, wages,
hours and other conditions of employment for all of its employees
in the classifications listed on Appendix A attached hereto, and
by reference made a part of this Agreement, and for such
additional classifications as the parties may later agree to
include.

ARTICLE 2

DEDUCTIONS

The Borough Administrator of the Borough is hereby directed
and authorized to make Union Payroll deductions from all Union
members. The Union will supply the names of all employees
belonging to said Union and from whom said Union payroll
deductions are to be made. The aggregate total of such
deductions together with a list from whom dues have been
deducted, shall be remitted to Council #73, AFSCME, 3635 Quaker-
bridge Road, Trenton, N.J.

ARTICLE 3

HOURS OF WORK - BLUE COLLAR

The work week shall be forty (40) hours consisting of five (5) consecutive, eight (8) hour days, Monday through Friday from 7:00 A.M. to 3:30 P.M. with the exception of Sanitation, which starts at 4:00 A.M. on Tuesday and Wednesday. The 7:00 A.M. to 3:30 P.M. shift shall have 1/2 hour off for lunch. Time and one-half shall be paid for any hours worked beyond those specified in the work week.

ARTICLE 4

SENIORITY

Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broke by a voluntary quit or termination. The principles of seniority and promotion from within shall be guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required.

All job openings must be posted in each department for five (5) days. Copies of all job postings shall be given to the Local Union President.

All employees who work at a job which pays a higher rate of pay than their own for at least two (2) weeks shall receive the higher rate of pay for the time worked at the higher classification.

ARTICLE 5

GRIEVANCE PROCEDURE

Grievance as used herein shall mean:

Disputes between the Boro and the Union or any of its members.

STEP 1.

The Grievance shall be presented orally by the aggrieved or his Steward to the Superintendent. The Superintendent shall have forty-eight hours in which to submit an answer.

STEP 2.

If not satisfactorily settled within the forty-eight (48) hours, the Grievance shall be reduced to writing and submitted to the Administrator. The Administrator shall then have five (5) working days in which to submit his answer. If at this step, no answer is received, the Grievance shall be considered as settled in favor of the employee.

STEP 3.

If the Grievance is not settled satisfactorily within five (5) days, the Grievance shall be submitted to the Mayor and Public Works committee of no less than two Councilmen and a hearing shall be held within ten (10) days, at which hearing the grievant, shop steward, Local Union President and the Council #73 Staff Representative shall be present.

STEP 4.

Mayor and full council - 5 days to answer, as above.

STEP 5.

If the Grievance is still unsettled either party may, within fifteen (15) days after the reply of the Boro and the Council is due, by written notice to the other, request arbitration.

ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Boro and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Boro and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name.

The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Boro and the Union.

Time extensions beyond those stipulated above may be arrived at by mutual agreements of the parties concerned.

ARTICLE 6

OVERTIME

Time and one-half the employees regular hourly rate of pay shall be paid for work under the following conditions:

- A. All hours worked beyond the regular scheduled work day.

B. All hours worked beyond the regular scheduled work week.

C. All hours worked on a holiday shall be at time and one-half plus holiday pay except that employees required to work on Christmas Day shall be paid two times their regular hourly rate of pay plus holiday pay.

D. All hours worked on a Saturday shall be at one and one-half (1-1/2) time and Sunday shall be at a double-time rate of pay.

For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employees received pay from the Borough for approved absence, shall be credited to time worked when computing the work week.

Overtime shall be offered and distributed equally among all employees in the same job classification. In case of emergency, no employee shall refuse to work overtime without just cause.

All employees working on snow removal through a regularly scheduled meal period shall be given one hot meal allocation providing that the employee has worked four (4) hours overtime or if the employee is called in at least two (2) hours before his starting time and works through his regular breakfast hour. Breakfast not to exceed \$5.00 for each employee. Hot meal allowance not to exceed \$8.00 per employee.

ARTICLE 7

CALL IN PAY

Any employee called to emergency duty that takes less than three (3) hours to correct, shall be given a minimum of three (3) hours pay at time and one-half.

Emergency to be determined by the Superintendent or other authorized personnel or officials. Also Police Department, Chairman of Public works and Administrator.

ARTICLE 8

SICK LEAVE

1. Full time employees who have worked less than one year shall be entitled to one sick leave day per month for all months worked up to one year.
2. All employees shall be entitled to twelve (12) days sick leave with pay each year.
3. Full-time employees shall be entitled to twelve (12) working days of sick leave with pay per year on each calendar year, after they have completed one year of satisfactory continuous service. Full-time employees who have worked less than one year shall be entitled to one sick leave day with pay for each month worked. Sick leave can be accumulated up to a maximum of ninety(90) working days if required, and may be used by an employee only for personal illness or a disabling injury; sick leave may not be used in advance of its accrual. The Borough will provide additional sick days after an employee's accumulated sick days are exhausted, at the discretion of the Borough Council and in accordance with the existing personnel manual.
4. Whenever a full-time employee is disabled to such extent through injury or illness arising out of his employment by the Boro. and as attested to by a certificate of the attending physician appointed by the Borough, he or she may be granted, in

addition to any accumulated annual sick leave to which the employee is entitled (in accordance with #3 above), upon recommendation of the department head and with the approval of the Mayor and Council, leave of absence with pay, based on the following schedule:

LENGTH OF SERVICE	FULL PAY	1/2 PAY
Less than 2 years	1 week	5 weeks
2 but less than 5 years	3 weeks	3 weeks
5 but less than 10 years	3 weeks	6 weeks
10 but less than 15 years	3 weeks	9 weeks
15 but less than 20 years	6 weeks	6 weeks
20 but less than 25 years	9 weeks	3 weeks
25 years or more	12 weeks	None

Any payments received under this section shall be reduced by the amount of Workers' Compensation or Municipal, State or Federal disability payments received by the employee.

A doctor's certificate is required after five (5) days of continuous absence.

Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

Each employee shall be entitled to save two unutilized sick days in each year of service commencing January 1, 1982, to be utilized as terminal leave. The total number of terminal leave days shall be limited to a total of 20 days. Where an employee utilizes the 12 sick days earned, he shall not be entitled to save any days.

Terminal leave shall be in days off and no cash payments shall be made under any circumstances except employees death. A retiring employee shall be granted his accrued terminal leave days off in working days immediately proceeding his date of retirement.

ARTICLE 9

LEAVES OF ABSENCE

Leaves of absence with pay may be granted to the Union officer or Delegate to conventions, Institutes or Educational Conferences for a total of three (3) days. The three (3) days are not to be exceeded in any one year for any one delegate or officer. Any employee in necessary attendance at meetings with Borough officials or supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

ARTICLE 10

HOLIDAYS

The following days shall be recognized as paid Holidays:

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

Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday. If a Holiday falls during an employee's vacation period, the employee shall receive an additional day of vacation.

If an employee is required to work on a holiday, he shall receive time and one-half (1-1/2) for the hours worked in addition to his holiday pay.

It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

ARTICLE 11

VACATIONS

Vacations shall be on the following basis:

6 months to 1 year.....	1 work week
1 to 7 years.....	2 work weeks
8 to 15 years.....	3 work weeks
16 to 20 years.....	4 work weeks
21 years and over.....	5 work weeks

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Vacation periods shall be arranged with and approved by the appropriate Department Head. If the vacation is requested in writing on or before April 30, then employees with seniority will be given first preference in the assignment of vacations. Vacations requested after these dates will be granted on a first come, first served basis.

Vacation allowance must be taken during the calendar year.

If a holiday falls during an employee's vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday.

If payday occurs during an employee's vacation, the employee may receive his paycheck before he leaves for vacation, provided that he gives the payroll department two weeks notice.

ARTICLE 12

LONGEVITY COMPENSATION

In addition to the hourly wages fixed in Appendixes B & C hereof for the calendar years 1990 and 1991, and as part of his annual salary for these calendar years, each Public Works Employee hired on or before December 31, 1978, shall receive an amount based upon number of years of service according to the following schedule:

LENGTH OF SERVICE	SEMI SKILLED LABORER	TRUCK DRIVER	EQUIPMENT OPERATOR & FOREMAN
More than 5 years, but less than 10 years	\$200.	\$225.	\$250.
More than 10 years, but less than 15 years	\$400.	\$450.	\$500.
More than 15 years, but less than 20 years	\$600.	\$675.	\$750.
More than 20 years	\$800.	\$900.	\$1,000.

Employees hired after 12-31-78 are not covered by the longevity compensation in this article.

The provisions of this agreement shall only apply to those employees in the unit who are on the Borough payroll and actively at work on the date of the execution of this agreement. This shall be paid in a lump sum by the last pay period in November.

ARTICLE 13

PERSONAL DAYS

Three Personal days with pay will be granted to all employees covered by this Agreement.

ARTICLE 14

SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job is unsafe, then work shall cease provided however the Borough shall be given opportunity to immediately remedy the condition.

ARTICLE 15

WORK UNIFORMS

Adequate work clothing shall be provided for the employee by the Borough, rental as required, service must be adequate.

The Borough shall purchase 2 pairs of safety shoes for all employees, cost not to exceed \$120.00.

The Borough shall also provide, each year for each man 5 colored tee shirts with pockets, crew necks, and emblems, two coveralls, and 8 pairs of gloves (3 pairs rubberized, 5 pairs with leather palms.)

A winter coat will be provided if the cost is reasonable to the Borough, at an approximate cost of \$65.00, one time during this Agreement.

Rain gear will be provided, one per employee per year. If needed, additional sets will be provided.

ARTICLE 16

BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, time off without loss of compensation for three (3) working days shall be granted. The employee's immediate family shall be defined as follows: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, or any other person living in the employee's residence. Time off without loss of compensation for one day shall be granted in the event of the death in an employee's non-immediate family. Non-immediate family shall be defined as grandparents, uncle, aunt, niece, and nephew.

ARTICLE 17

INSURANCE & RETIREMENT

The Employer shall provide and pay the premium for an employee family health plan that is at least equivalent to the Blue Cross-Blue Shield (including Rider J) and Major Medical plan under the State Health Benefits Program.

Where the employee enrolls into an alternative health benefits program, the Employer shall pay for the cost up to the amount it would pay for the employee health plan. Any cost in excess of what the Employer would pay for the employee health plan shall be born by the employee.

Group Life Insurance in the amount of \$5,000.00 shall be carried by the Borough for all employees and paid fully for by the Borough. The Borough shall supplement the pay of any employee who is on Workmen's Compensation so that the employee will receive full pay for a period of up to one year.

The Borough shall contribute the employees contributions as required by law to the pension system of the State of New Jersey.

The Borough shall provide for the employees the same dental plan that will be provided to the police as a result of the arbitration settlement. This plan will be paid for up to \$300 by the Borough with any additional cost paid for by the employees. The employees will have the choice whether or not to join the plan if it involves extra cost on their part.

ARTICLE 18

TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser paying job classification on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request for each additional period of six months. It shall be the responsibility of the immediate supervisor to notify the employee when the six months are due to expire.

ARTICLE 19

DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Mayor and Council or finally to be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice.

ARTICLE 20

REST PERIODS

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon, or at the discretion of the superintendent. A relief period of one half (1/2) hour shall be given to any employee working overtime, once every four (4) hour period.

ARTICLE 21

MILITARY LEAVE

Any full-time employee served by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law. The employee shall be entitled to be paid the difference between his regular Township salary and his military pay, if the military pay is less than his regular base Township pay for the period of military leave. Such leave shall not exceed fifteen (15) consecutive days of training.

ARTICLE 22

JURY LEAVE

Any permanent full-time employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his pay from the Borough. The amount of pay to be the difference between full pay and jury pay.

The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee isn't scheduled for jury duty, then he must report for work. If excused before 1:00 p.m. for day, he shall report for work.

All requests for jury leave must be filed with Department Head within three (3) days from receipt of summons. Certificate of jury service following jury duty shall be submitted to the Department Head and placed in Personnel History file.

ARTICLE 23

PERSONNEL ACCESS

Representatives of the Union, who are not employees, previously accredited to the employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the administrator or his designated representative, permission for which shall not be unreasonably withheld.

ARTICLE 24

UNION REPRESENTATIVES

The Borough recognizes and shall deal with the accredited union stewards in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Stewards shall be furnished to the employer immediately after their designation.

The Borough agrees to recognize a maximum of two (2) stewards selected by the Union.

ARTICLE 25

RETIREMENT

All employees enrolled in the Public Retirement System are subject to the benefits, requirements and provisions of those plans. Retirement from the Borough service shall be mandatory at the age of 70 years.

ARTICLE 26

WORK RULES AND REGULATIONS

The Borough may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Copies of all such rules shall be distributed to all employees covered by this Agreement and to the Union.

The employer agrees to negotiate work rules with the Union at least one week prior to the implementation of the same.

ARTICLE 27

SEVERABILITY

The Borough and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement is rendered illegal or invalid under any applicable law of State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void or inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalidated portion thereof.

ARTICLE 28

SALARIES

All employees of the bargaining unit shall receive a 5% increase in their base salary retroactive to January 1, 1992, and a 5% increase in their base salary as of January 1, 1993.

The wage rates are detailed in Appendixes B and C.

ARTICLE 29

TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 1990 and shall continue in effect for two years, until December 31, 1991.

It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by September 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 30

AGENCY SHOP

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 employee 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 eighty-five percent (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 regular 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.

It is understood that the Union has a provision in the International Constitution which provides a procedure whereby a person paying a fee under an Agency Shop Agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.

ARTICLE 31

FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

In Witness Whereof we have hereunder set our hands and seals
the date and year first hereinabove written.

FOR THE EMPLOYER

Philip Roseinsky

FOR THE UNION

Daniel F. Leach

In Witness Whereof we have hereunder set our hands and seals
the date and year first hereinabove written.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A

Equipment Operator (Streets)
 Equipment Operator (Sanitation)
 Truck Driver
 Laborer

APPENDIX B

1992 PUBLIC WORKS HOURLY WAGE RATES STEPS

	2	3	4	5	6	7
Equip.Oper. (Streets)	11.43	11.89	12.37	13.18	14.04	14.96
Equip.Oper. (Sanitation)	11.09	11.53	12.01	12.78	13.61	14.50
Truck Driver	10.90	11.33	11.79	12.55	13.37	14.24
Laborer	10.49	10.93	11.37	12.10	12.87	13.71

1. Raritan Public Works employees hired prior to June 1, 1986, shall be paid at step #7.
2. All employees hired after June 1, 1986, may be hired at any step.
3. If performance is satisfactory, employees would move to the next higher step on each successive anniversary date of hire, unless they are already at step #7.

APPENDIX C

1993 PUBLIC WORKS HOURLY WAGE RATE STEPS

	2	3	4	5	6	7
Equip. Oper. (Streets)	12.00	12.48	12.99	13.84	14.74	15.71
Equip. Oper. (Sanitation)	11.64	12.11	12.61	13.42	14.29	15.23
Truck Driver	11.45	11.90	12.37	13.18	14.04	14.95
Laborer	11.01	11.48	11.94	12.71	13.51	14.40

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2. All employees hired after June 1, 1986 may be hired at any step.
3. If performance is satisfactory, employees would move to the next higher step on each successive anniversary date of hire, unless they are already at step #7.