

The Employer and the C.W.A. Local 1032 agree not to interfere with the rights of employees to become or not to become members of the C.W.A. Local 1032; and, further, that there shall not be any discrimination or coercion against any employee because of C.W.A. Local 1032 Membership or Non-Membership. The Employer shall notify the Union of any disciplinary action initiated against a union member within five (5) working days of such action.

EQUAL TREATMENT

ARTICLE IV

Nothing contained in this Article shall abridge the rights of the Employer, its agents and employees, under the Laws of the State of New Jersey.

MANAGEMENT RIGHT CLAUSE

ARTICLE VI

Except where such rights and authority are specifically relinquished or limited by provisions of this Agreement, the Employer will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. The Employer shall have the sole and absolute right, responsibility and prerogative of management of the Employer's affairs and direction of the working force, including but not limited to the following:

(a) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the Employer.

(b) To establish or continue policies, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies or procedures.

GRIEVANCE PROCEDURE

ARTICLE VIII

Section 1: General. A "Grievance" shall mean a complaint by employee(s) that there has been a misinterpretation or violation of policies, agreements and administrative decisions affecting them.

Section 2: Exceptions to Grievance Procedures. This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Law or Rules and Regulations promulgated therewith.

Section 3: Procedure to be followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing, by the employee within ten (10) days of its occurrence or knowledge of occurrence. If the matter is not grieved within ten (10) working days of its occurrence, it is not the subject of a grievance.

Step 1:

Any employee having a grievance shall present it in the first instance to the Supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his representative shall be present.

Step 2:

Step 4:

If the grievance is still unsettled, the employee may within fifteen (15) days, after the reply of the Mayor and Council is due, by written notice to the Mayor and Council require arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the employee within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the State mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the employee shall have the right to strike two (2) names from the panel. The Employer shall strike the first name, the employee then strikes one name, etc., and the name remaining shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the exclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne according to Law.

Step 5: Representation

In using the grievance procedure established herein, an employee is entitled at each step to be represented by C.W.A. Local 1032 representative or an attorney of his own choosing, but not by both. However, both the representative and attorney may be present at the meeting.

SALARY AND LONGEVITY

ARTICLE IX

Section 1: Each employee who was working for the Employer as of December 31st of the next preceding calendar year shall receive an annual salary increase of seven (7.0%) percent as of

shall forfeit all salary for the entire period of absence. Workmen's Compensation Benefits received for period of absence shall be assigned to the Employer.

Section 4(a) - Longevity: In addition to the wage agreed upon in Section 1 through 3 above, employees shall receive a longevity bonus in accordance with the following schedule:

After five (5) years of service, 3% of hourly rate and after ten (10) years of service, 5% of hourly rate. Longevity pay for a calendar year will be spread over the pay periods of employees during that year.

Section 4(b): All longevity, vacation and sick time for Class B employees shall be pro-rated if permanently employed by the Borough.

HOLIDAYS, VACATIONS AND SICK LEAVE

ARTICLE X

A. Class A members shall be entitled to eleven (11) paid Holidays during the years 1990, 1991, and 1992. The Holidays are listed as follows:

NEW YEAR'S DAY	VETERAN'S DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	GOOD FRIDAY

One "Floating Holiday" to be selected by the employee with approval of the Borough Administrator on an individual basis.

1-A: In the event that any of the aforementioned Holidays fall on a Sunday, they will be celebrated on the following

1-C: All vacations must be posted on the bulletin board, according to seniority, no later than January 15th of each year. Approval of vacation requests will be made within five (5) working days. Unless the employee receives written notification to the contrary, vacation approval will be automatic.

2-C: After January 15th of each year, employees will give thirty (30) days notice when requesting vacation time. Management will have ten (10) days to disapprove a vacation request. Unless the employee receives written notification to the contrary, vacation approval will be automatic.

D. Each Class A employee shall be allowed three (3) "personal days" per year without explanation, provided the request is submitted to the Administrator at least twenty-four (24) hours in advance.

Class B employees shall be allowed a portion of a "personal day" based upon the hours worked during the preceding calendar year.

E. Sick leave entitlements for fulltime employees are as follows provided the employee calls the police dispatcher at least one half hour prior to his/her regular starting time (one hour for crossing guards):

First year - one sick day per month

Every year thereafter - 15 sick days, credited in January of each year.

The Borough may require a doctor's note in the following instances:

(1) When an employee is sick for five (5) consecutive days or more.

week, or when said employee of the Unit is recalled to work after duty, there is to be a minimum time of two (2) hours pay.

C-1: Anytime an employee is asked to work after the regularly scheduled work day, overtime shall be in multiples of one half hour for the first hour of overtime. Thereafter, overtime shall be for time actually worked.

D. Compensation for overtime shall be paid to any employee on the next date on which a regular payroll can be made by the proper authority.

E. There shall be a fifteen (15) minute coffee break for all employees in the morning, and there shall be a fifteen (15) minute coffee break for all employees in the afternoon.

F. Stand-by-Time: Water Plant Employees and Sewer Plant Employees who report will be paid for two (2) hours minimum. For example: Man going off duty at 12:00 midnight is on stand-by until 2:00 a.m. Employee reporting at 4:00 a.m. is on stand-by from 2:00 a.m. to 4:00 a.m. Schedule of stand-by duty to be promulgated monthly and posted on Police Department Bulletin Board.

G. Where requirements call for round-the-clock operation, shifts shall be scheduled on a rotating basis. Off duty weekends are to be included in this shift rotation.

H. Court appearances by Blue Collar Workers on behalf of the Borough, while off duty, shall be paid through compensatory time.

I. Overtime shall be scheduled and distributed by seniority on a rotating basis. An overtime list, with the most senior employee listed at the top and the least senior employee

(a) Part-time employees: Any employee who is hired on or after the date of execution of this agreement must work 25 hours a week to be covered under health benefits negotiated by the parties of the agreement.

Increased medical insurance premiums transferred from auto insurance, to be paid by employee.

(b) Any applicant for a job shall be covered for health benefits on the first of the month following the completion of six months.

(c) An employee covered under the health benefits who resigns or who is discharged shall be covered by the Borough until the end of the month in which he/she resigns or is discharged.

(d) Employees on leave of absence from the Borough shall be covered for the balance of the month in which they take the leave of absence and an additional one (1) month. In no even shall such employee be covered for more than sixty (60) days. Upon return they shall be covered on the first of the month following their return to work.

(e) All employees covered under the health benefits who are not working because of a compensable illness or injury shall be covered for the period of their compensable illness or injury no more than one year or the issuance of the final award of the workmen's compensation board, which ever occurs first. On return to work, such employees shall be covered on the first of the month following their return to work.

Immediate family members hereby defined to include the spouse, child, step-child, sister, brother, mother, mother-in-law, step-mother, father, father-in-law, step-father, grandparents or grandchild of employee.

One day of paid leave shall be granted on the day of the funeral of a brother-in-law, sister-in-law, aunt or uncle.

WORKING CLOTHES

ARTICLE XVI

The Borough shall furnish work clothing and equipment according to the following schedule:

- (a) For all full time employees in the Department of Public works covered by this agreement, work clothing shall be provided:

Initial year of employment: Five (5) shirts, five (5) trousers, two (2) pair work shoes, gloves - sanitation division twelve (12) pair, three (3) of which shall be winter gloves, street division 0 six (6) pair, three (3) of which shall be winter gloves, water and sewer division - three (3) pair, one (1) of which shall be winter.

Annually: Three (3) shirts, three (3) trousers. Work shoes and gloves.

Full time employees shall receive in addition to articles of clothing the sum of \$400.00 annually which shall cover the cost of any other uniform items.

clauses, or provisions of this Agreement which are inconsistent with the provisions of Title 4, entitled "civil Service of New Jersey Administrative Code, Civil Service Rules", of Title 11, entitled "Civil Service", of the revised Statutes of New Jersey are to the extent of such inconsistency be declared of no force and effect.

CONTRACTUAL NEGOTIATIONS

ARTICLE XX

It is mutually agreed upon by the parties hereto that contractual negotiations for the year 199⁹³~~4~~ shall commence on or before October 15, 199⁹²~~3~~. *n.r. G. (filed)*

AGENCY SHOP BILL

ARTICLE XXI

Every employee covered by the Agreement, who does not belong to C.W.A. Local 1032, shall be required to pay up to 85% of the dues assessed to each Union member as prescribed in the Agency Shop Bill - A688.

INFORMATION TO THE UNION

ARTICLE XXII

The Employer agrees to supply to the Union upon reasonable request the names, addresses of newly hired employees.

UNION TIME OFF

ARTICLE XXIII

The employer agrees to give up to two (2) Stewards, up to two (2) days off with pay per year to attend Union conferences and workshops. The Union shall give at least one (1) weeks notice of such meetings.

SCHEDULE B

OFFICE, CROSSING GUARDS, DISPATCHERS

	1990	1991	1992
Court Clerk	20,500	22,500	24,800
Dep. Mun. Ct. Clk	19,000	21,000	23,000
Prin. Tax Clerk	19,000	20,000	21,000
Dep. Mun. Clerk	1,200	1,300	1,500
Cashier	22,000	23,000	24,000
Prin. Acct Clerk	1,200	1,300	1,500
Crossing Guard	7.00/hr	7.20/hr	7.40/hr
Dispatchers	7.10/hr	7.30/hr	7.50/hr
Clerk Typist	6.00/hr	6.25/hr	6.50/hr
Assessing Clerk	6,265	6,265	6,265

SCHEDULE B

OFFICE, CROSSING GUARDS, DISPATCHERS

	1990	1991	1992
Court Clerk	20,500	22,500	24,800
Dep. Mun. Ct. Clk	19,000	21,000	23,000
Prin. Tax Clerk	19,000	20,000	21,000
Dep. Mun. Clerk	1,200	1,300	1,500
Cashier	22,000	23,000	24,000
Prin. Acct Clerk	1,200	1,300	1,500
Crossing Guard	7.00/hr	7.20/hr	7.40/hr
Dispatchers	7.10/hr	7.30/hr	7.50/hr
Clerk Typist	6.00/hr	6.25/hr	6.50/hr
Assessing Clerk	6,265	6,265	6,265