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THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT made the 21st day of July, 1971,
by and between the BOROUGH OF SAYREVILLE, a Municipal Corporation,
(hereinafter known as the Employer) and MIDDLESEX COUNCIL #7, NEW
JERSEY CIVIL SERVICE ASSOCIATION (hereinafter known as the
Association);

WHEREAS, the Association has been selected as the bargaining
agent by the employees hereinafter to be defined, in accordance with
Chapter 303 of the Laws of 1968, and said Association has been certified
as such by the Public Employment Relations Commission; and,

WHEREAS, said Association has been in negotiation with the
Employer pursuant to Chapter 303 of the Laws of 1968; and,

WHEREAS, the Association and the Employer have agreed upon
certain terms of employment as a result of the negotiations carried on
pursuant to law; and,

WHEREAS, it is mutually understood that all benefits currently
enjoyed by employees shall remain in effect and become part of this
Agreement;

NOW, THEREFORE, subject to law as herein provided, the
parties hereto, in consideration of the following mutual promises, covenants
and agreements contained herein, do hereby establish the following terms
and conditions which shall govern the activities of the parties and all
affected employees:

1. RECOGNITION:

The Association is recognized as the bargaining agent for both the white collar unit and the blue collar unit and includes all present and future permanent, provisional and temporary positions in all departments of the Borough of Sayreville wherein authorization has been given to the Middlesex Council #7, New Jersey Civil Service Association to act on behalf of employees in such positions.

2. ASSOCIATION REPRESENTATIVES:

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

Authorized Representatives of the Association shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

3. DUES CHECKOFF:

The Employer agrees to deduct from the earnings of each employee Association dues when said employee has properly authorized such deduction in writing effective January 1, 1972 and July 1st.

4. OVERTIME:

(a) All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one half in pay.

(b) Employees scheduled to work on Saturday, the sixth workday, shall receive time and one half. Saturday to be designated as the sixth workday irrespective of a holiday falling within the week. For hours worked beyond their regularly scheduled workday on Saturday, employees shall receive double time.

(c) Employees not regularly scheduled to work on Sunday, shall be paid double time for their normal workday and double time and one half for all hours beyond their normal workday.

(d) Employees scheduled to work on Sunday shall be paid time and one half for their normal workday.

(e) Employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one half for all hours worked in a normal workday and double time and one half for all hours worked other than the normal workday.

(f) Overtime shall be issued on an equalized basis where such work is in the nature and normal routine of the job.

(g) Call in pay of four hours minimum for emergencies shall be paid to all employees called to work by Borough Supervisors.

5. WAGES AND PAY PERIODS:

Effective January 1, 1971, all employees shall receive a wage increase equal to eight per cent (8%) over their 1970 wages.

6. MEDICAL BENEFITS:

All employees shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical, at the Employer's expense.

7. HOLIDAYS:

(a) An addition to the present holiday schedule to be any holidays declared by the legally constituted authorities of the County, State or Nation.

(b) When a holiday, as above, 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 day, Monday, as follows New Jersey State policy.

(c) When holidays permit a three-day weekend, employees of those departments who are required to work on any of the three days, shall be paid at the rate of time and one half. Holiday pay will not be allowed if employee fails to report on a scheduled workday before or after a holiday, unless he has a justifiable reason or a proper doctor's certificate.

8. PERSONAL LEAVE:

All employees shall receive three (3) days leave with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law,

parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent or any other member of the immediate household - such leave being separate and distinct from any other leave time.

9. VACATIONS:

All employees shall be granted vacation leave based upon the following, from the date they are hired:

<u>Full Years of Service</u>	<u>Amount of Vacation Leave</u>
Less than one year	One working day for each month of service
One to five years	Ten working days during each year of service
Six to ten years	Fifteen working days during each year of service
Eleven to twenty years	Twenty working days during each year of service
Over twenty years	Twenty-five working days during each year of service plus one additional day for each year over 25 years

The Employer and his delegated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation times no later than April 15th of each year, with first and second choices. The first choice

requested shall be on the basis of seniority. It shall be assumed that an employee will remain in the service for the full calendar year, or portion thereof from the date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule but must repay vacation time if he leaves before the year is up. Any employee leaving the service of the Borough shall have unused vacation time paid him; this shall be on a pro-rated basis of one day for each month of service.

10. SICK LEAVE:

(a) "Sick Leave" shall mean paid leave, as long as accumulated sick leave is available, that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time and Full-time temporary employees are not eligible for sick leave.

(b) If the sick leave shall be for more than three days, a certificate from the employee's doctor shall be required by the payroll department as sufficient proof of the need for sick leave.

(c) Sick leave shall accumulate on the basis of 1 & 1/4 days of sick leave per month, three of which may be used for personal business. In the first year of employment, an employee shall be entitled to one day

of sick leave for each month of employment. Sick leave may be accumulated from year to year. Personal days can only be taken one at a time unless extenuating circumstances allow same. Personal days cannot be taken to extend vacations nor can sick days be used to extend vacations.

(d) Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy or disabling injuries. For the purpose of this paragraph, "immediate family" means a spouse, child, parent or unmarried brother or sister living in the same household.

11. JURY DUTY:

Should an employee be obligated to serve as a juror he shall receive full pay from the Borough for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Borough.

12. BREAKS:

Each employee shall be entitled to one (1) ten minute break for each half-day period of work (morning and afternoon).

13. SNOW DAYS:

All scheduled employees must report for work. Should an employee report for work and subsequently the Borough decides to close Borough Municipal Building 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 he will lose a day's wages. Should the Borough, for whatever reasons, close Borough Municipal Building Offices before the start of a workday, all affected employees will be credited with a day's work.

14. DISCRIMINATION:

No employee shall be discharged or discriminated against because of race, creed, sex, color, ethnic background, political affiliation or association activity. If justification for discharge cannot be agreed upon by the employer and the association, the matter shall be arbitrated in accordance with the arbitration provisions of the agreement reached through these negotiations.

15. GRIEVANCE PROCEDURE:

(a) Grievance Committee - The employee Association shall annually select from among its membership not less than three (3) nor more than five (5) who shall be designated as the "Grievance Committee." The names of the members of the Grievance Committee shall be promptly submitted to the Mayor and Council for their records and information.

(b) The following procedure shall be employed in an effort to satisfactorily handle all grievances other than those which mandatorily would have to be disposed of by Civil Service procedure or public hearings:

(1) Should a grievance arise between the Borough and the Employee Association or any of its members as to the meaning or

application of the provisions of this proposal, an early effort shall be made to settle such grievances in the manner hereinafter provided.

(2) Any employee of the Borough having any such grievance shall, within three (3) workdays after the grievance arises first take up the matter with his representative or steward who will present grievance to the Department Head.

(3) If within three (3) workdays a satisfactory settlement is not arrived at between these parties, the matter shall be put into writing and taken up by the employee concerned, and the members of the Grievance Committee with the respective committee chairman.

(4) If a settlement is not arrived at between these parties within three (3) workdays, the Grievance Committee shall, if it considers the grievance a justified one, take it up with the Mayor and Council at one of their business sessions or executive sessions, in private and without having the matter made one of public record. The Mayor and Council agree to meet with the Grievance Committee as soon as practicable, but in any event within seven (7) workdays from the date of receipt of written notice from the Grievance Committee setting forth the particulars of the grievance or grievances, and requesting such meeting.

(5) Arbitration - Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of

arbitrators be furnished to the employer and the employees. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be final. The cost of the arbitrator's fee shall be shared by the Borough and the Employee Association. Time extensions may be mutually agreed to by the Borough and the employees.

16. ECONOMY LAYOFFS:

The employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the employer to the Association, 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 Civil Service 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 Civil Service rules.

17. PART-TIME EMPLOYEES:

All permanent part-time employees, including provisional

employees awaiting examination shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, PRO-RATA. These employees shall be credited with sick, bereavement, personal and vacation leave allowances on a pro rata basis. They shall be entitled to receive holiday leaves for the months in which they are employed.

18. PROMOTIONS:

No employee shall receive pay cut on promotion.

19. RIGHTS AND PRIVILEGES OF THE ASSOCIATION:

(a) Whenever any representative of the association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay.

(b) The association has the use of bulletin boards.

20. EMPLOYEE FACILITIES:

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

21. PERSONNEL FILES:

Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employee shall have the right to define, explain or

object in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

22. EMPLOYEE EXPENSES:

When any class of employment requires the use of specialized equipment, such as rain gear, mechanic's coveralls, and safety equipment, these shall be provided by the Employer and maintained by the employer at no expense to the employee.

All other necessary expenses borne by the employees in the course of work, which have been by past practice, subject to reimbursement to the employee, shall remain in effect. Mileage allowance shall be increased to 10¢ per mile for employees using own automobiles for Borough business.

23. RULES OF EMPLOYER:

All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees will be made known to them.

24. MEAL ALLOWANCE:

A meal allowance of \$2.00 per meal will be provided for every four hours of overtime work.

25. LONGEVITY PAY:

The Borough of Sayreville Council agrees to place a Longevity Plan on a referendum ballot for the Association members.

26. TERMINAL LEAVE PAY:

Employees will receive one month's wages for every five (5) years of service with the Borough as terminal leave pay.

SIGNED this 21st day of July, 1971, by the duly authorized representatives of the parties hereto.

MIDDLESEX COUNTIL #7
NEW JERSEY CIVIL SERVICE
ASSOCIATION

By Edmond H. Nunn
President

WITNESS:

Emma M. Chalkas
Secretary

BOROUGH OF SAYREVILLE

By Henry F. Bellesey
Mayor

ATTEST:

Catherine Lyon
Borough Clerk