

AGREEMENT
BETWEEN
BOROUGH OF SAYREVILLE
AND
LOCAL 3527, AMERICAN FEDERATION
OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

January 1, 2009 – December 31, 2012

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ARTICLE 1

PREAMBLE

- A. This Agreement entered into by the Borough of Sayreville hereinafter referred to as the "Employer", and Local 3527, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.
- B. Borough wide terms and conditions of employment currently in effect shall not be reduced or terminated during the period of this Agreement.

ARTICLE 2

TERMS OF AGREEMENT

- A. The term of the Agreement shall be from January 1, 2009 to December 31, 2012.
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, 2009 unless otherwise specifically set forth below.

ARTICLE 3

RECOGNITION

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

ARTICLE 4

CHECKOFF

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

ARTICLE 5

UNION STEWARDS AND OFFICERS

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

ARTICLE 6
HOURS OF WORK

A. WORK WEEK

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.
3. Part-time, Temporary and Seasonal 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 verbal reprimand by their Department Head;
 - b. For the second occurrence within a twelve (12) month period, written reprimand by their Department Head;

- c. For the third and all subsequent occurrences within a twelve (12) month period, 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 offices may be open one night a week twice a month and will be staffed by various employees working staggered shifts.
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, not inclusive of the unpaid lunch period, 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, not inclusive of the unpaid lunch period..

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, not inclusive of the unpaid lunch period, and time and one-half the employee's rate of pay for all hours worked in excess of forty (40) regular hours per week, not inclusive of the unpaid lunch period.
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 prior approval of the Department Head.

Employees shall have the option to "sell back" to the Borough any and all compensatory time earned in the current year. Employees choosing to exercise this option shall notify the Business Administrator no later than November 15th of that same year in which the time was earned.
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 the regularly scheduled 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. Overtime assignments for full-time communications operators shall be in accordance with the April 1998 Memorandum of Agreement between the Communication Operators and the Borough and is as follows:
 - a. When there is a vacancy created due to the unanticipated absence of a communications operator, any full-time operator working the shift prior to the vacant position will first be offered the opportunity to "hold over" in order to work the vacant shift. If this opportunity is declined by all operators working during the prior shift, the Borough will have the unfettered ability to use a part-time communications operator to fill the vacant position.
 - b. An "unanticipated absence" for purposes of this Agreement is an absence caused by the illness of a communications operator which was brought to the Borough's attention no more than 8 hours prior to the start of the shift on which the vacancy occurs.

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. Full-time 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 full-time white collar employees and 8 consecutive hours for full-time blue collar employees) employees shall receive double time.
2. Full-time 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. Full-time 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 full-time employee shall be paid straight time for Saturday.
4. For all overtime, full-time employees not regularly scheduled to work on Sunday, shall be paid double time for their normal shift (7 consecutive hours for full-time white collar employees and 8 consecutive hours for full-time blue collar

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

5. Full-time 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 full-time white collar employees and 8 consecutive hours for full-time blue collar employees) and double time in pay for all hours worked beyond Sunday shift.
6. Full-time 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. Full-time 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

1. 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.
2. 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 OFFICES

Should an employee report for work and subsequently the Borough decides to close Borough office(s) 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 office(s) before the start of a work day, all affected employees of those or that office(s) will be credited with a day's work. This provision does not apply to Communication Operators.

ARTICLE 7

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.

ARTICLE 8

DISTRIBUTION OF OVERTIME

- A. Overtime opportunities will be distributed as equally as possible among employees in the same department, or if more than one division in a department then by division, job classification, and shift. A system of distribution shall be 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.
- 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.

ARTICLE 9

SALARIES AND LONGEVITY

- A. Effective on and retroactive to July 1, 2009, all employees shall receive a wage increase of two (2.0%) percent over their total 2008 base salary.
- B. Effective January 1, 2010 all employees shall receive a wage increase of one and three-quarters (1.75%) percent over their 2009 base salary.
- C. Effective July 1, 2010, all employees shall receive a wage increase of one and one-half (1.5%) percent .
- D. Effective January 1, 2011 all employees shall receive a wage increase of two (2.0%) percent over their total 2010 base salary.
- E. Effective July 1, 2011, all employees shall receive a wage increase of one and one-half (1.5%) percent
- F. Effective April 1, 2012 all employees shall receive a wage increase of two (2.0%) percent over their total 2011 base salary.
- G. Longevity of two (2%) percent shall be paid effective January 1, (of each year) 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.
- H. In recognition of the elimination of meal tickets, the salaries for the effected positions will be increased by the respective amounts listed in Schedule 1 which is attached to this agreement effective January 1, 2010 (after the percentage increase of 1.75%, as noted above, is applied)

- I. 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.
- J. 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.
- K. Communication Operators hired after December 31, 1997 and all other employees hired after June 8, 1998 shall not receive longevity pursuant to this article.

ARTICLE 10

INSURANCE

- A. The Borough shall provide Blue Cross-Blue Shield Rider "J" Major Medical as set forth in the State 1420 Plan.
- B. The Borough reserves the right to change insurance carriers so long as 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.

Effective January 1, 2010 all employees enrolled in the traditional plan shall contribute a sum equal to the difference in cost to the Borough over and above the Direct-Access Plan on an individualized basis. This does not apply to any active retiree or any current employee that retires prior to December 31, 2009.

- 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. 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.

3. All part-time employees hired after August 1, 2009 will not be eligible for health benefits including medical, prescription, optical, and dental benefits.

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 August 1, 2009 employees may opt out of the Borough's health insurance plan and thereby be paid forty-five percent (45%) of the of the cost of the BCBS Direct Access Program as well as the prescription, dental, and optical programs. 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. For 2009 only, employees will be permitted to opt out of coverage during that same calendar year and will be entitled to a pro-rated amount of the annual opt-out payment for the period of time the employee waives coverage. In order to obtain this benefit, employees must demonstrate to the Borough Administrator that they have alternative health coverage.

In the event the employee demonstrates the loss of their alternative health coverage, the Borough will allow the employee to re-enroll in the Borough provided health coverage plan. In such a case, the payment for opting-out of Borough coverage will be pro-rated based upon the exact period of time that the employee waived coverage under the Borough provided plan.

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 applies only to full-time employees, i.e. those who regularly work at least 35 hours per week.
- 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.

ARTICLE 11

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.

ARTICLE 12

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.

ARTICLE 13

HOLIDAYS

Other than Communication Operators

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

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

Effective Jan 1, 2010, Election Day will be eliminated as a paid holiday. Instead, employees shall receive a paid day off during the week of their respective birthday. The specific day off will be at the employee's discretion as long as two calendar week's notice as to the choice of day is provided by the employee to his or her supervisor. Therefore, the Borough will be open for normal business on Election Day. For the

purposes of this citation, a week shall be defined as Sunday thru Saturday. Monday and Friday as well as a day before or after a holiday are eligible days to be taken.

Washington's Birthday shall be eliminated as a holiday and replaced with President's Day as one of the listed holidays, except for the communication operators.

- 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 the thirteen (13) holidays listed below at the base pay and shall be paid for those holidays before December 8 of each year. The Communication Operators must work the holiday, the day before and the day after the holiday (if the holiday is a scheduled work day) in order to qualify for holiday pay unless a physician certified the illness of the communications operator caused his/her absence.

Effective January 1, 2010, (Communication Operators only) the day after thanksgiving shall be eliminated as a holiday and replaced by Lincoln's Birthday, February 12th of each year, as one of the listed holidays. For purposes of this section, the following days and dates shall be considered the days and dates for which the holiday shall be paid.

| Day | <u>Date</u> |
|-------------------------------|--------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | January 15 |
| Lincoln's Birthday | February 12 |
| 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 |
| Christmas Day | December 25 |

This provision does not apply to the part-time, on-call communications operators.

ARTICLE 14

SAFETY AND HEALTH COMMITTEE

- A. The Employer shall provide a safe and healthful place of work for each employee. A Safety Committee shall be established consisting of a Safety Officer 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.

ARTICLE 15

ACCESS TO PERSONNEL FILES AND BULLETIN BOARDS

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

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

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

ARTICLE 16

EMPLOYEE FACILITIES

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

ARTICLE 17

EMPLOYEE CLOTHING PROVISIONS

- A. When any class of employment requires the use of specialized equipment, such as rain gear, mechanics coveralls, and safety equipment, these shall be provided by the employer, maintained by the employer at no expense to the employee. The employee will turn in work clothes before getting new ones; provided, however, that no such rain gear, coveralls or safety equipment shall be replaced until the existing equipment has either been turned in to the Borough or certified as unusable or obsolete by the Head of the Department involved.
- B. Uniforms shall be provided, repaired or replaced by the employer. 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 and a Jacket.
- 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. Effective January 1, 2010 the clothing allowance will increase from \$950 to \$1,000 annually.
 - 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.

ARTICLE 18

MILEAGE AND MEAL EXPENSE

- A. Effective January 1, 2004 the mileage allowance for employees using their own automobiles on authorized Borough business shall be paid at the effective IRS rate per mile.
- B. All other necessary expenses borne by the employees in the course of their work, which are currently subject to reimbursement, shall continue to be reimbursed.

ARTICLE 19

VACATIONS

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.
- 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.

I. 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.

Effective January 1, 2012, all vacation time for the given year will be pro-rated for employment termination payout calculations. Therefore effective 1/1/12 the first sentence in this provision will be eliminated and of no force or effect.

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 Chief of Police or his/her designee.
- 2. Communication Operators hired prior to January 1, 1998 shall receive vacation with pay in each calendar year according to the following schedule:
 - a. 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.

5. 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.
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. Effective January 1, 2012, all vacation time for the given year will be pro-rated for employment termination payout calculations. Therefore effective 1/1/12 the first sentence in this provision will be eliminated and of no force or effect.
12. Non-regularly scheduled part-time (“on-call”) Communication Operators shall not be entitled to any vacation time.

ARTICLE 20

LEAVES - FINAL CLAUSE

Employees returning from authorized leave of absence as set forth in this contract will be restored to their original classification at the then appropriate rate of pay, with seniority calculated in accordance with New Jersey Department of Personnel rules and regulations or other employee rights, privileges or benefits.

ARTICLE 21

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.

1. In order to be paid for the day(s), the employee serving jury duty must proof of attendance upon returning to work.
2. Jurors pay as provided by the Court must be submitted to the Borough in order to receive Borough pay for the day(s).

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

ARTICLE 22

INJURY LEAVE

The present practice regarding job related injury or illness shall continue. In addition, the employer shall defend any action brought against the employee on account of any act or omission in the scope of his employment and shall indemnify and hold harmless the employee for all expenses and damages in connection with such action.

ARTICLE 23

UNION LEAVE

- A. The President, Vice-President, and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purpose of attending Union business provided that the cumulative total amount of such time off for all union representatives shall not exceed ten (10) working days per year, which days shall not accrue from year to year. 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.

ARTICLE 24

BEREAVEMENT LEAVE

- A. All employees shall receive three (3) days leave with pay from the date of death up to and including the day after the funeral, in the event of a death in their immediate family. In addition, employees may use sick leave to a limit of three (3) days or personal days for bereavement for a period of up to five (5) days after such a funeral in the immediate family.
- B. Immediate family, for the purpose of this Article, shall be defined as spouse, child, 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, grandparents, grandchild or other members of the employee's immediate household. Effective January 1, 2004, immediate family will include step-parent and grandchild.
- C. Employees shall receive one day leave with pay in the event of a death of an aunt, uncle, niece, nephew or grand-parent-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 twenty (20) hours per week shall not be entitled to bereavement leave under this Article. This exclusion applies to part-time communication operators working less than twenty (20) hours per week.
- F. Non-regularly scheduled part-time (“on call”) Communications Operators shall not be entitled to any bereavement leave.

ARTICLE 25

MATERNITY LEAVE

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

ARTICLE 26

SICK LEAVE

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 may 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. "If the employee used his/her yearly allowance of sick leave, he cannot use accumulated sick time for personal leave or personal days."
- 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 (1 ¼) 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.

ARTICLE 27

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.

ARTICLE 28

GRIEVANCE PROCEDURE

- A. Any grievance is a dispute which may arise between the parties concerning application, meaning or interpretation of this Agreement shall be settled in the following manner:
- STEP 1. The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.
- STEP 2. Within five (5) working days of the oral or written answer from the immediate Supervisor, if the grievance is not resolved, the employee shall file a written grievance to the Department Head or Director. The Department Head or Director will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and Steward not later than five (5) working days.
- STEP 3. If the grievance still remains not settled, it shall be presented, in writing, within seven (7) days to the Business Administrator. The Business Administrator, or his/her designee, will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Business Administrator, or his/her designee, shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee

may be represented by a steward, the local Union President or his designee, and a representative of AFSCME Council 73. Time lost from work to process grievance, and such discussion or meeting by the grievant, steward and local President or his designee will result in no loss of pay.

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

ARTICLE 29

SEPARABILITY AND SAVING

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

ARTICLE 30

LAYOFFS

The employer agrees that in the event of employee layoffs for a bona fide economy reasons with good faith demonstrated on the part of the employer to the Union, shall be on the basis of seniority within the Department, beginning with temporary help, then provisional employees and last, permanent employees, according to procedures specified in New Jersey Department of Personnel rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the employer shall provide proper written notice to employees to be laid off, forty-five (45) days in advance as required by New Jersey Department of Personnel rules.

ARTICLE 31

FULLY BARGAINED PROVISIONS

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

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. The employer shall provide at its expense, training programs for employees during working hours which shall adequately maintain skills for such employees with regard to their jobs and shall adequately allow employees to maintain licenses which may be required in connection with their jobs.
- B. The Borough shall continue the automatic payroll deduction and direct deposit for an employee's savings plan.
- 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.

ARTICLE 33

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex, age, national origin, religion, political affiliation or sexual preference.
- B. There shall be no discrimination interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payments of dues during working time.
- C. Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Borough Administrator or Affirmative Action Officer, or to file a grievance in accordance with the grievance procedure set forth in Article 28 of the collective bargaining agreement. This decision shall be at the sole discretion of the employee.

ARTICLE 34

NO STRIKE PLEDGE

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

ARTICLE 35

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its power, rights, authority, duties and responsibilities under N.J.S.A. 40 and N.J.S.A. 11A or any other national, state, county or local laws or ordinances.

ARTICLE 36

TERMINAL LEAVE PAY

- A. Employees shall receive one (1) month's wages for every five (5) years of service with the Borough as terminal leave pay upon retirement in accordance with 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.

ARTICLE 37

LABOR MANAGEMENT COMMITTEE

- A. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance. To this end, the Employer and the Union shall jointly maintain and support a Labor-Management Committee.
- B. The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions.
- C. The Labor Management Committee shall consist of six (6) members. The Union representatives shall be the three (3) ranking officers of the Union, the Administration shall designate three (3) members. An agenda must be submitted by the party requesting the meeting at least five (5) working days prior to said meeting. The parties will endeavor to meet on a quarterly basis or as needed.

ARTICLE 38

RULES AND REGULATIONS

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

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

BY: 
Kennedy O'Brien, Mayor

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

BY: 
Richard Jurkiewicz, President

WITNESS:


Theresa Farbaniec, Municipal Clerk


Paul J. Schroeder, Staff
Rep. AFSCME Council 73

APPENDIX A

Account Clerk
Agency Aide - Library
Agency Aids – buildings and ground
Assessing Clerk
Assignment Clerk
Assistant Secretary, Board/Commission
Building Maintenance Worker
Building Sub-Code Official - H.H.S.
Building Sub-Code Official - Part-time
Building Sub-Code Official - RCS
Cashier
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist II
Communication Operator
Computer Operator
Data Entry Machine Operator
Electrician
Electrician Part-time
Electrician Sub-Code Official Part-time
Equipment Operator

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

Principal Timekeeper

Public Health Nurse

Pumping Station Repairer

Recreation Attendant

Recreation and Parks Maintenance Worker

Recreation Program Coordinator

Registrar of Vital Statistics - Typing

Road Maintenance Worker

Road Repairer

Sanitation Driver

Sanitation Worker

School Traffic Guard

School Traffic Guard - Additional per hour

Senior Account Clerk

Senior Account Clerk - Typing

Senior Assessing Clerk

Senior Building Maintenance Worker

Senior Clerk Stenographer

Senior Clerk Transcriber

Senior Clerk Typist

Senior Employee Benefit Clerk

Senior Equipment Operator - Roads

Senior Librarian

Senior Librarian Assistant - Typing

Senior Maintenance Repairer

Senior Police Records Clerk - Typing

Senior Recreation Aide

Senior Recreation and Parks Maintenance Worker

Senior Sewer Repairer

Senior Stenographer Clerk

Senior Traffic Maintenance Worker

Senior Water Meter and Water Repairer

Senior Water Treatment Plant Operator
Licensed 1st Shift

Senior Water Treatment Plant Operator
Licensed 2nd Shift

Senior Water Treatment Plant Operator
Licensed 3rd Shift

Senior Water Treatment Plant Repairer

Sewer Equipment Operator - Sewage

Sewer Maintenance Worker

Sewer Repairer

Supervising Library Assistant - Typing

Technical Assistance - Office of the Construction Official

Traffic Maintenance Worker

Truck Driver

Truck Driver Heavy

Water Meter Reader

Water Meter and Water Repairer

Water Treatment Plant Operator: 1st Shift

Water Treatment Plant Operator: 2nd Shift

Water Treatment Plant Operator: 3rd Shift

Water Treatment Plant Operator: Licensed 1st Shift

Water Treatment Plant Operator: Licensed 2nd Shift

Water Treatment Plant Operator: Licensed 3rd Shift

Water Treatment Plant Repairer

Violation Clerk

Zoning Officer

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