

**AGREEMENT BETWEEN**

**THE BOROUGH OF BARRINGTON**

**AND**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,**

**AFL-CIO COUNCIL #63**

**JANUARY 1, 2019, TO DECEMBER 31, 2022**

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## AGREEMENT

This contract made between the Borough of Barrington (hereinafter referred to as the "Employer") and AFSCME Council#63 NJ, American Federation of State, County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3528A (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be January 1, 2019 to December 31, 2022.

### **ARTICLE I. RECOGNITION**

The Borough recognizes the Union as the sole and exclusive representative regarding terms and conditions of employment for the following classes of employees: secretary to Police Chief/Matron, Secretary to Public Works, Construction Office Technical Assistant, Deputy Tax Collector, Apartment Code Program Coordinator, Accounts Payable Clerk, Highway Department employees, Assistant Mechanic, Mechanic and Sewer Department employees, Concrete Finishers and temporary/seasonal employees (defined as employees hired for no more than 180 days). Excluded are all others, including the following: Managerial Executives, Confidential Employees, Professional and Craft Employees, Supervisors, (including Sewer Plant Foreman), Superintendent of Public Works, Assistant Superintendent (Foreman), Municipal Clerk, Construction Official, Sub-Code Officials, Tax Collector, Treasurer/Finance Officer, temporary employees hired for summer employment under Clean Communities work grants, and members of the Police Department and Regional Fire Alliance.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc., to AFSCME NJ #63 as the Majority Representative to AFSCME NJ #63, 1373 Chews Landing Rd. Laurel Springs 08021 NJ, or via fax to (856) 512-2193, and the Local 3528A. This will occur as close as possible to when the employee is served.

American federation for State, County and Municipal Employees, AFSCME NJ #63, reserves the right to begin negotiations one year prior to the expiration date of the current contract.

The Borough of Barrington shall provide authorized representatives of the Union with access to members of the negotiations unit as follows:

1. The right to meet with individual employees on the premises of the Borough of Barrington during the day to investigate and discuss grievances, workplace-related complaints and other workplace issues.

2. The right to conduct work site meetings during lunch and other non-work breaks, and before and after the work day, on the Borough of Barrington premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal Union matters involving the governance or business of the exclusive representative employee organization.

3. The right to meet with newly-hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations if applicable, or at individual or group meetings conducted by the Union.

The Borough shall provide information on new hires within 10 calendar days of the date of hire including name, job title, work site location, date of hire, home address, work telephone numbers, any home and personal cell phone numbers on file with the Borough, and any personal email address on file with the Borough.

Every 120 calendar days the Borough shall provide the Union, in an Excel format, the following information for all bargaining unit employees: name, job title, work site location, home address, work, home and cell phone numbers, date of hire, and work email and personal email addresses on file with the Borough.

The Union shall have the right to use the email systems of the Borough of Barrington to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues and internal Union matters involving the governance of business of the Union.

Barrington shall not encourage negotiations unit members to resign or relinquish membership in the Union and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Union.

## **ARTICLE II. BOROUGH'S RIGHTS**

A. The Borough, on its own behalf and on behalf of the citizens of Barrington, hereby retains and reserves unto itself, except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of New Jersey and of the United States.

C. The Borough's Drug and Alcohol Policy, adopted on April 14, 2015, is attached to this Agreement and made a part hereof.

## **ARTICLE III. UNION DUES**

Dues deducted by the Borough of Barrington shall be transmitted to the designated Union official of the American Federation of State, County and Municipal Employees, AFL-CIO. The Borough of Barrington agrees to provide to the Union, on a monthly basis, an Excel listing of active employees and the amount of dues deducted for that month as it appears on the records of the Borough of Barrington. For the purpose of the deduction of dues for titles covered by this agreement, any member working 40 or fewer but more than 20 hours per week shall be considered a full-time member; any member working 20 hours or fewer but more than 12 hours

per week shall be considered a part-time member; and any member working 12 or fewer hours per week shall be considered a lower part-time member.

Employees shall be eligible to withdraw such authorization by providing written notice to the Borough of Barrington payroll clerk only during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of such notice from an employee for revocation of authorization for payroll deduction of dues, Barrington shall provide written notice to the Union of an employee's revocation of such authorization. An employee's notice or revocation of authorization for the payroll deduction of dues shall be effective on the thirtieth (30<sup>th</sup>) day after the anniversary date of employment.

#### **ARTICLE IV. EMPLOYEE RIGHTS**

A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this agreement.

B. An employee shall be entitled to Union representation at each step of a disciplinary hearing.

C. No employee shall be required by the Borough and/or its agents to submit to an interrogation that may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

D. No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Borough agree to their use prior to such meetings, in writing.

E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement.

#### **ARTICLE V. PROBATIONARY PERIOD**

All newly hired or rehired employees shall serve a probationary period of 180 days from date of hire or rehire. During said period, the employee may be terminated at the Borough's discretion.

#### **ARTICLE VI. GRIEVANCE**

##### **A. Purpose**

It is the policy of the Borough and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

##### **B. Definitions**

(1) The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this agreement, any Borough policy governing the Union or any administrative decision affecting any member or members of this Union.

(2) An employee is any full-time or regular part-time employee employed for more than 180 days in the unit covered by this agreement.

(3) An aggrieved party is the employee or group of employees who submit a grievance or on whose behalf it is submitted.

#### C. Submission of Grievances

(1) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(2) Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

(3) A grievance shall be deemed waived unless it is submitted within twenty (20) business days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(4) An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the Department Head.

#### D. Grievance Procedure

(1) The Department Head shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Department Head or if no response is received within five (5) business days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council.

(2) The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than thirty (30) business days after it is received by them.

#### E. Rights of Employees

(1) Employee and Union - Any aggrieved person may be represented at all formal steps of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Union.

(2) If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Union may request the appointment of an arbitrator. Such request shall be made known to the Department Head and Mayor and Council no later than fifteen (15) business days after the decision in writing of the Mayor and Council was made known to the employee or his/her representative.

#### F. Procedure

(1) The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made by the Union to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC submit a second roster of names.

(c) If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC will be requested by either party to designate an arbitrator.

(d) The arbitrator shall limit himself/herself to the issue submitted to him and shall consider nothing else. He/She can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be advisory. Only the Mayor and Council and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendations.

(e) Only in cases of termination of employment shall the recommendations of the arbitrator be binding.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.

(3) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(4) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the department until such grievance and any effect thereof shall have been fully determined.

(5) The costs of the arbitrator shall be paid jointly by the parties, each paying one-half (1/2) thereof. All other costs shall be paid by the party incurring them.

## **ARTICLE VII. OVERTIME, DIFFERENTIAL PAY & LUNCH HOURS**

### **A. Overtime**

1. Time and one-half (1½) shall be paid to non-clerical employees for all work performed under the following conditions:

(a) All work performed in excess of eight (8) hours per day;



- (b) All work performed after forty (40) hours per week.
- (c) All work performed on Saturday when Saturday is not a regularly scheduled workday.
- (d) All work performed on Sunday when Sunday is not a regularly scheduled workday shall be paid at double time.

2. Time and one-half (1½) shall be paid to clerical employees for all work performed after 35 hours per week.

3. Insofar as practicable, overtime shall be distributed equitably among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being given the opportunity of working such overtime.

4. The Borough shall provide to the Union, upon reasonable request, a list of employees showing overtime worked.

5. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

6. All paid time off (such as vacation time, holidays, sick-time and personal days) shall be considered time worked for the purpose of computing overtime pay.

7. No overtime work shall be performed or paid unless such work was authorized in writing by the employee's Department Head.

#### B. Lunch Hours

1. Clerical employees including the Secretary to the Police Chief/Matron, shall receive a one (1) hour unpaid lunch period.

2. DPW and Sewer employees shall receive a one-half hour unpaid lunch period. At the discretion of Management, the two fifteen (15) breaks may be combined with the lunch break.

### **ARTICLE VIII. HOURS OF WORK**

A. The regularly scheduled full-time work week shall consist of thirty-five (35) hours per week for employees in the Tax/Clerk's office, and the police chief's secretary/matron, exclusive of lunch, and forty hours per week for DPW and Sewer employees with the exclusion of lunch. The Borough may schedule such hours in a way to reasonably permit the Borough to provide municipal services to the public.

B. The normal schedule for Borough offices is Monday through Friday, 8:30am-4:30pm. Beginning the Friday just before Memorial Day through the Friday just before Labor Day, borough administrative offices will close at 3pm on Fridays which is one and one half hours earlier than the normal schedule. Tax Office personnel and the secretary/matron shall adjust their lunch hours during those weeks so that 35 hours has been worked by 3pm on Friday.

C. In the absence of an emergency, the Borough will provide fifteen (15) days' notice to any employee whose schedule is being modified.

**ARTICLE IX. CALL-IN-TIME, ON-CALL CELL PHONE AND STANDBY PAY**

A. Any employee who returns to work during any period other than his/her regularly scheduled shift shall be guaranteed pay for two (2) hours at the appropriate overtime rate of pay, regardless of the number of hours actually worked. If the call-in period exceeds two (2) hours, the additional time will be at the appropriate overtime pay.

B. Sewer employees who are required to carry a cell phone as they are on call for sewer emergencies on weekends and/or paid holidays will be compensated as follows: the Lead On-call Employee who carries the sewer on-call phone shall be paid at the rate of \$100.00 per day for Saturday, Sunday and any paid holidays. The Backup On-Call Employee who carries the cell phone, shall be paid at the rate of \$75.00 per day per employee for Saturday, Sunday and any paid holidays. Two (2) persons will be on call at a time - one being the Lead On-call Employee and the second being the Backup On-call Employee. On-call status will rotate on a weekly basis and will be scheduled by the supervisor.

C. Employees who are called upon to act in the capacity of a "matron" for the Police Department shall receive their normal hourly rate during normal working hours. However, should an employee be required to work overtime to act as a "matron," that employee will be guaranteed four (4) hours of work at their overtime rate for such services.

D. In situations requiring employee to work overtime, employees with the greatest amount of seniority shall be considered provided the employee has the ability to perform the work involved. In cases where the Borough requires overtime, and all employees with the ability to perform the work have declined the overtime, the Borough can require mandatory overtime, with the employee(s) with the least amount of seniority being require to work. Thereafter, the Borough shall maintain a list of the employee(s) who have been required to work mandatory overtime. On the next occasion where the Borough requires mandatory overtime, the employee with the next least seniority shall be required to work, and so forth until the employee with the most seniority has been required to work mandatory overtime, at which time this procedure shall be recommenced.

E. When employees are put on "standby" due to an impending storm, if the employees are not called in to work, they will be paid four hours of straight time pay for being on "standby". Standby pay will not be paid if the employees are called in to work.

**ARTICLE X. SENIORITY**

A. Seniority is defined as an employee's total length of service with the Borough, beginning with his/her most recent date of hire.

B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply; if hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Borough payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement preference shall be given in alphabetical order of the employee's last name.

C. The Borough shall maintain an accurate, up-to-date seniority roster showing the

date of hire, classification and pay rate of each employee covered by this Agreement, and the Borough shall furnish copies of same to the Union upon reasonable request.

D. In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be considered first, provided the employee has the ability to perform the work involved. In all cases of layoffs and recalls, seniority will be the primary factor to be considered.

## **ARTICLE XI. MEDICAL INSURANCE**

A. The Borough provides an Aetna Quality Point of Service Healthcare Program which includes a \$5.00 co-pay at the primary care physician, a \$5.00 specialist fee and a \$25.00 emergency room co-pay for in-network services. The out-of-network benefits are as outlined on Schedule A which shall be attached to this contract. The employee shall contribute to the cost of the healthcare through payroll deductions at the percentage rate established by Chapter 78, P.L. 2011, of the laws of the State of New Jersey. The employee contribution amount is based on the level of coverage and the employee's regular annual earnings. The chart showing the contribution rates is attached hereto as Schedule B.

B. The Borough provides prescription coverage through Express Scripts and the co-pays are as follows: \$8.00 for generic drugs, \$15.00 for formulary drugs and \$35.00 for name brand drugs. The list of formulary drugs will be provided annually to all employees. The employee contribution amount is the same as stated in Section A above.

C. The Borough provides dental coverage through Delta Dental and the maximum annual benefit will be \$2,500.00 per employee/dependent. The employee contribution amount is the same as stated in Section A above.

D. Reimbursement for prescription optical costs for the period from January 1, 2019, through December 31, 2022, shall be up to \$1,000.00 for full-time employees, their spouse and minor children under the age of 21 years, upon the presentation of written verification of such payments to the Clerk's office.

E. Health Care Election—Pursuant to and governed by the Personnel Manual adopted by the Borough, the Covered Employee may elect to decline his/her health insurance benefit, whereupon the Borough will pay the Covered Employee twenty-five percent (25%) of the cost of the premiums to an annual maximum of \$5000.00, that the Borough would have paid to provide health benefits to the Covered Employee in that calendar year, or appropriate part thereof. The Borough will make the appropriate payment to the Covered Employee declining his/her health insurance benefit on a quarterly basis. A Covered Employee making such an election who desires to return to the Borough's health insurance can do so during the Borough designated Open Enrollment period. Should the Covered Employee making such an election no longer have health insurance benefits through another source, they can return to the Borough's health insurance plan by way of sixty (60) day notice to the Borough Clerk.

F. The Borough shall continue to pay for health benefits for Covered Employees and members of their immediate family who retire after twenty-five (25) years of service in the Borough of Barrington. Said benefit shall continue uninterrupted until the Covered Employee and/or spouse become an eligible participant and begin receiving health benefits under the Medicare and/or Medicaid programs sponsored by the United States of America, and the

Borough's health benefits shall thereafter become secondary to these Medicare and/or Medicaid health coverage. Payment of post-retirement health benefits are subject to the subject to the following provisions:

1. If the retired Covered Employee obtains gainful employment after he retires from the Borough, and if his new employer offers to pay all or part of his health benefits, then the Borough shall pay for said retired Covered Employee's insurance coverage or shall pay only that portion which the subsequent employer does not pay. If the retired Covered Employee's subsequent employer offers a benefit to the retired Covered Employee for declining health benefits, that amount shall be tendered to the Borough as received by the retired Covered Employee. The retired Covered Employee shall submit to the Borough, by March 1 of each year, verification from his/her subsequent employer as to the status of the subsequent employee's health benefits.

2. If the retired Covered Employee and his spouse are legally divorced, then the Borough shall not pay for the health benefits of said spouse, however, the coverage shall continue for the retired Covered Employee's children up to twenty-six years of age.

G. Employee who retires with Borough provided benefits after December 31, 2012, shall have the same benefits as those provided to active employees and said benefits may change from time-to-time. Both retirees and active employees shall receive proper notification of any change in benefits. Contributions to post-retirement health benefits will be negotiated with the Union and will comply with any and all State and Federal laws.

H. Temporary/seasonal employees (defined as employees hired for no more than 180 days) shall not be entitled to health benefits.

I. The parties agree that Article XI may be reopened at the request of either party to this Agreement should there be a material change in the health coverage provided by the Borough, or should there be a material change in the state law governing health coverage provided by public employers.

## **ARTICLE XII. UNION BUSINESS**

A. Council P Representatives shall, when arriving on the Borough's premises, first announces his/her presence to the Supervisor at the location as well as the identity of the employee to be visited. The Supervisor shall grant a reasonable period of time for the visitation although he/she may delay said visit for legitimate work needs for a reasonable time. The visit shall be limited to the investigation of grievances or disciplinary action.

### **B. Disciplinary Grievance Hearings:**

(1) When an employee must attend a grievance hearing during normal working hours related to a grievance filed by said employee, the employee may attend said hearing on Borough time. This section in no way implies that the Borough will compensate such employee if the grievance hearing shall be held outside of or extend beyond normal working hours for said employee. Employee shall notify his or her immediate supervisor within forty-eight (48) hours of receiving official notification of such pending disciplinary grievance hearing.

(2) When a grievance officer (arbitrator) finds it necessary for an employee to testify as a witness at a grievance hearing, and such employee must testify during normal

working hours, the employee may testify on Borough time. This section in no way implies that the Borough will compensate such employee if the grievance hearing shall be held outside of or extend beyond normal working hours for said employee.

### **ARTICLE XIII. UNION LEAVE**

The Borough will provide release time up to six (6) workdays with pay for the purpose of attending a Union executive board meetings. Employee shall request time off in advance in accordance with departmental policies and procedures.

### **ARTICLE XIV. OUT OF TITLE WORK**

Any employee who performs work in a higher paid bargaining unit classification shall be compensated at the higher rate after two (2) consecutive work days on the job, said higher pay to be paid back to the first day of the assignment.

### **ARTICLE XV. DISCIPLINARY ACTION**

A. All employees shall be subject to disciplinary action, including discharge, in accordance with applicable law and/or regulations.

B. Written notice of disciplinary action shall be given to the employee and the steward. The notice shall contain the reason for and the nature of the discipline.

C. The name of any employee who is notified of suspension, or dismissal pursuant to Section D shall be transmitted to the Union promptly but not later than forty-eight (48) hours after such notice.

D. Any employee covered by this Agreement shall have the right to appeal any discipline through the grievance procedure Article.

E. The Borough agrees to apply the principles of progressive discipline as appropriate.

### **ARTICLE XVI. JOB POSTING**

A. Any vacancies or newly created positions in the Borough will be posted prominently for five (5) working days. The posting shall include the classification, the salary, a description of the job, and any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.

B. The appointing authority will post prominently for seven days the name of the individual selected for the promotion or re-assignment.

C. The Borough agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability).

**ARTICLE XVII. NON-DISCRIMINATION**

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, disability or political affiliation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**ARTICLE XVIII. WORKERS COMPENSATION**

Any employee who sustains an injury recognized as arising out of and in the course of employment under the New Jersey Workers' Compensation Act, shall receive his or her regular pay during the period of the loss of work. Said pay shall not continue beyond the end of one (1) calendar year from the date of accident or injury.

**ARTICLE XIX. MEDICAL AND FAMILY LEAVE**

A. Medical/Family leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes. Where a provision of the federal "Family and Medical Leave Act" and the "New Jersey Family Leave Act" conflict with any article of this contract, the federal and/or state law is controlling. The Employer reserves the right to promulgate rules and regulations consistent with and permitted by the federal "Family and Medical Leave Act" and the "New Jersey Family Leave Act" for the proper administration of employee's medical and/or family leaves of absence.

B. All full time employees shall be granted sick leave with pay commensurate with his or her length of service as stated in Section C. below. In cases where three (3) or more days of sick leave are taken consecutively, the employee must present to the department superintendent a physician's certificate certifying the employee's illness before the employee may return to work. The physician's certificate must contain the following:

- (a) Name of the employee;
- (b) Date of physician's examination;
- (c) Dates absent from work;
- (d) Date employee may return to work or limited duty describing any and all limitations;
- (e) Signature of Doctor, date, phone #

The Borough will provide the necessary personal sick leave form to be completed by the employees' physician. In the absence of this physician certification, the employee may submit a physician's certification in another form so long as all the required information is included. This form will then be attached to the Borough personal sick leave form.

C. Sick leave shall be determined as follows for all full-time employees:

- (a) Each full-time employee who has completed one (1) year of service shall be entitled to ten (10) days of sick leave.
- (b) Each full-time employee who has completed two (2) year of service shall be entitled to eleven (11) days of sick.
- (c) Each full-time employee who has completed three (3) years of service shall be entitled to twelve (12) days of sick leave.
- (d) Each full-time employee who has completed four (4) year of service shall be entitled to thirteen (13) days of sick leave.
- (e) Each full-time employee who has completed five (5) year of service shall be entitled to fourteen (14) days of sick leave.
- (f) Each full-time employee who has completed six (6) year of service shall be entitled to fifteen (15) days of sick leave.

(3) Sick leave must be used in the year earned or it will be lost. Effective January 1, 2013, an employee may sell up to five (5) unused sick days earned the previous year at the employee's regular rate. In order to sell back sick days, the employee must be employed on January 1 of the year after the sick days were earned. Pay rate is based upon the rate at the time the sick days were earned and not the time of the request. Request for payment must be made after the following January 1. Illness occurring after the beginning of a scheduled vacation period shall not be counted as sick leave; provided, however, that sick leave shall not include time for paid holidays.

(4) Exhaustion of sick leave. Upon the exhaustion of employee's sick leave, the employee shall become eligible for New Jersey Temporary Disability Plan payments.

## **ARTICLE XX. VACATIONS**

A. Vacations shall be determined as follows:

- 1. Each full-time employee with cumulative service of more than six (6) months of employment shall receive five (5) working days of vacation.
- 2. Each full-time employee with cumulative service of more than one (1) year, shall receive ten (10) working days of vacation.
- 3. Each full-time employee with cumulative service of more than five (5) years shall receive fifteen (15) working days of vacation.
- 4. Each full-time employee with cumulative service of more than ten (10) years shall receive twenty (20) working days of vacation.
- 5. Each full-time employee with cumulative service of more than twenty (20) years shall receive twenty-five (25) working days of vacation.
- 6. Each full-time employee with cumulative service of more than twenty (25) years shall receive thirty (30) working days of vacation.

B. Employees will be permitted to carryover up to a maximum of five (5) vacation days to the following year. At no time will more than five (5) days be permitted to be carried-over to the following year.

C. Temporary/seasonal employees (defined as employees hired for no more than 180 days) shall not be entitled to vacation benefits other than pay for the holidays listed in Article XXI that occur during the time they are employed.

**ARTICLE XXI. HOLIDAYS**

A. The following holidays shall be observed by all full-time and probationary employees and shall be granted with pay:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Black Friday
Christmas Eve	Christmas Day

B. Holidays occurring during a full-time employee's vacation period shall result in his or her receiving one (1) additional day with pay.

C. In the event that any of the above-named holidays fall on Sunday, the following Monday shall be the official holiday. In the event that any of the above-named holidays fall on a Saturday, the preceding Friday shall be the holiday, or if it shall be necessary for any employee to work on a holiday, the employee's department superintendent shall designate a compensatory day off upon mutual consent between the department superintendent and employee.

D. Personal holidays. Full-time employees shall receive six (6) personal holidays per year, to be scheduled with the department superintendent, by mutual consent.

E. In order to be eligible for holiday pay, the employee must work the last scheduled work day prior to the holiday and the first scheduled workday following it unless absent for a justifiable reason.

F. When an employee resigns or is laid off to reduce the work force of the Borough, any vacation credit and unused personal days earned in the preceding year but not yet taken shall be paid in cash at the time of termination of employment.

G. When an employee retires at fifty-five (55) years of age or later and is eligible for retirement or pension benefits, any vacation credit and unused personal days earned in the preceding year but not yet taken shall be paid in cash at the time of termination of employment.

**ARTICLE XXII. BEREAVEMENT BENEFITS**

A. In case of death in an employee's immediate family, payment for absence will be approved. Such approval will not exceed three (3) days but any individual who needs more time may add vacation and/or personal days to the bereavement leave. "Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, grandparents, mother/father in-law and sister/brother in-law.



B. In the case of death of a relative not in the immediate family, an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee and the deceased, the time and place of the funeral and the employee's hours of duty. Ordinarily, the maximum time excused should not exceed one day.

#### **ARTICLE XXIII. COMPULSORY LEAVE**

All full-time employees shall be granted leaves of absence for required jury duty or to attend a judicial or administrative hearing or trial under the command of a subpoena, provided that the employee furnishes proof of required jury duty or a subpoena. Absences for jury duty or compulsory attendance at a judicial or administrative hearing shall be supported by a certification by a clerk of the court certifying each day of jury duty or compulsory attendance at a judicial or administrative hearing. During such authorized absences, the employee shall receive his or her regular pay, provided that the employee reimburses the Borough for any amount received as a juror or if any employee is not required to serve jury duty or attend a judicial or administrative hearing for a full day, the employee shall report to work whenever practical. No employee shall be entitled to absence with pay if he/she is a plaintiff or a defendant in a matter not connected with his or her employment with the Borough or in cases brought by the employee against the Borough.

#### **ARTICLE XXIV. LONGEVITY PAYMENTS**

A. Longevity shall be paid to all full-time employees. The longevity shall be paid at the rate of three percent (3%) of the current year's regular salary after the fifth (5th) year of employment through the tenth (10th) year of employment. After the tenth (10th) year of employment, the rate will increase to six percent (6%) of the current year's regular salary through the fifteenth (15th) year of employment. After the fifteenth (15th) year of employment, the rate will increase to eight percent (8%) of the current year's regular salary.

B. Any employee hired on or after January 1, 1996 will not be entitled to the longevity payment outlined in paragraph A of this Article.

#### **ARTICLE XXV. CLOTHING & WORK FOOTWEAR ALLOWANCE**

The Employer shall provide employees of the Public Works Department with clothing necessary for their work replaced on wear and tear basis, in the discretion of the Superintendent of Public Works. The Borough agrees to annually allot the sum of \$250.00 per Public Works employee to provide work footwear, payable to the employee on February 1 of the calendar year, without receipts. Said payment shall be through payroll. Employees have the option of instead of having the \$250.00 paid to them through payroll, they can purchase shoes at a borough approved vendor and the Borough will pay the vendor directly to a maximum of \$250.00 per year. All work boots purchased must be ANSE certified for safety reasons. Union members shall notify the Payroll Clerk by January 15 of each calendar year if they want to be paid through payroll for this benefit or if they will purchase through the Borough approved vendor.

**ARTICLE XXVI. REPRODUCTION OF AGREEMENT**

The Borough shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the bargaining unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of the Agreement.

**ARTICLE XXVII. SEPARABILITY**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause or clauses shall be finally determined to be in violation of any law, then such clause or clauses, and only to the extent that any part may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

**ARTICLE XXVIII. FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XXIX. WAGES**

A. Unless otherwise indicated on the salary chart attached to this contract, wage increases shall be paid to all employees as follows:

Effective 1/1/19 (retroactive)	3.5%
Effective 1/1/20	3.5%
Effective 1/1/21	3.0%
Effective 1/1/22	3.0%

Only those employees considered active employees on the date this agreement is signed shall receive retroactive pay in accordance with this article. The chart showing the annual salaries for current employees shall be attached to this contract. Any employee currently in a salary step-program pursuant to their individual employment agreement shall receive the increase as stipulated in their step program.

B. The minimum hourly rate for the bargaining unit shall be \$15.00 per hour. For new hires, their terms of employment shall include a salary provision wherein they will achieve the top rate in their pay grade beginning the first day of their sixth year of employment. The top rate will be determined by the top rate of the employee in the same pay grade with the least amount of seniority as of the date of the new employee's hire.

C. Wages shall be paid to all employees covered by this agreement on a weekly basis.

D. The Borough, with the prior approval of both the Director of Public Works and The Superintendent of Public Works, will assume the costs for an employee seeking to obtain a state issued license such as Certified Public Works Manager or Licensed Sewer Operator. The employee, if needed, will be given the time during the regular work day to attend state-sanctioned courses towards these certifications.

1. Should an employee obtain either of these licenses during the time employed by the Borough, the Borough shall cause a one-time increase of \$2,100.00 to be added to the employee's base salary.

2. Should an employee obtain either of these licenses during the time employed by the Borough which was paid for by the Borough under this Section, and thereafter decide to leave the employ of the Borough, the employee shall refund the costs paid by the Borough for obtaining the license under the following schedule:

(a) If employee leaves 0 to 12 months after obtaining the license—100% reimbursement to the Borough.

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- (b) If employee leaves 13 to 24 months after obtaining the license—80% reimbursement to the Borough.
- (c) If employee leaves 25 to 36 months after obtaining the license—60% reimbursement to the Borough.
- (d) If employee leaves 37 to 48 months after obtaining the license—40% reimbursement to the Borough.
- (e) If employee leaves 49 to 60 months after obtaining the license—20% reimbursement to the Borough.

If employee leaves after 60 months following receipt of the license, there is no reimbursement due to the Borough.

**ARTICLE XXX. DRUG AND ALCOHOL POLICY**

The Borough has a Drug and Alcohol Policy that includes testing of all new hires and random testing for employees who possess a CDL driver's license. A copy of that policy shall be made a part of this agreement and shall apply to all employees as defined in Article I, RECOGNITION, of this agreement.

**ARTICLE XXXI. TERMINATION AND EXTENSION**

- A. This Agreement will be effective January 1, 2019, through December 31, 2022.
- B. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1.

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**SIGNATORY PAGE**

IN WITNESS WHEREOF, the representatives of A.F.S.C.M.E. Council #63 have caused this contract to be signed by their duly authorized representative as of this \_\_\_\_\_ of March, 2019.

Dated: 3/21/19

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR OR DESIGNEE  
A.F.S.C.M.E. COUNCIL #63

ATTEST:

  
\_\_\_\_\_  
BARRINGTON CHAPTER CHAIRPERSON



IN WITNESS WHEREOF, the Borough of Barrington have caused this contract to be signed by their duly authorized representative as this \_\_\_\_\_ of March, 2019.

Dated: 04.10.19

  
\_\_\_\_\_  
ROBERT KLAUS, MAYOR  
BOROUGH OF BARRINGTON

  
\_\_\_\_\_  
SHAWN LUDWIG, COUNCILMAN  
DIRECTOR OF PUBLIC WORKS

ATTEST:

  
\_\_\_\_\_  
TERRY SHANNON, BOROUGH CLERK