

AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE

AND

SAYREVILLE ASSOCIATION OF MUNICIPAL SUPERVISORS

JANUARY 1, 2023 – DECEMBER 31, 2027

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ARTICLE I
RECOGNITION

The Sayreville Association of Municipal Supervisors (hereinafter "SAMS" or the "Association") is recognized as the exclusive bargaining unit for all department heads and supervisory employees in all departments of the Borough of Sayreville (hereinafter the "Borough" or "Employer"), as set forth on Schedule A attached hereto and made a part hereof.

It is further agreed that the following positions shall not be a part of the unit: Tax Assessor, Deputy Tax Assessor, Director of Insurance and Risk Management and Director of Water, Sewer Utility and Municipal Court Administrator upon the Appointment of a Deputy Court Administrator in December 2006.

The parties agree that this agreement shall cover the years 2023, 2024, 2025, 2026, and 2027.

ARTICLE III

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change.

C. The Association will provide the necessary check-off authorization form, secure the signatures of its members on the forms and deliver the signed forms to designated Borough officials. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Association to the Borough.

D. The Borough shall deduct Association dues from the earnings of each Association member provided that the employee executes a written authorization for such dues deduction. The Borough shall deduct such amount, as is approved by the Association, in its sole discretion, from time to time. The employer shall continue to deduct said dues until an employee resigns as a member of the Association, in accordance with the Association's By-laws or other rules, and written notice thereof is sent to the Borough by the Association.

ARTICLE II
NEGOTIATION PROCEDURES

A. I. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Law of 1968 as heretofore amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced in writing, shall be adopted by appropriate Resolution of the Borough and shall be signed by the Borough and the Association.

2. For all subsequent contracts, the Borough and the Association shall submit its total contract proposals to each other by no later than August 15 of the calendar year preceding the expiration of this Agreement and, such submission of proposals, shall constitute the opening of formal negotiations. In the event initial proposals are not received by the Borough by the aforementioned date, the then current Agreement shall continue in full force and effect, until a successor agreement is reached. Nothing contained herein shall preclude the Association from submitting additional demands or modifying those already made.

3. a. All meetings between the parties for the purpose of negotiations shall be scheduled so that there are equal sessions held on employee and employer time.

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

ARTICLE IV
HOURS AND OVERTIME

A. Hours of work shall be seven (7) hours for white collar employees, and eight (8) hours for blue-collar employees.

B. Employees who are paid overtime, and are required to work on Saturday as their sixth (6th) consecutive work day, shall receive payment at the rate of time and one-half ($1\frac{1}{2}$). For purposes of this section, any holiday falling within the week shall be construed as a workday. For hours worked beyond their regularly scheduled workday, on Saturday employees shall receive double (2) time.

C. Employees, not regularly scheduled to work on Sunday, shall be paid at the rate of double (2) time for their normal workday and double time and one-half ($2\frac{1}{2}$) for all hours beyond their Sunday shift.

D. Employees scheduled to work on a holiday shall be paid their regular day's pay, plus an additional rate of time and one-half ($1\frac{1}{2}$) for all hours worked. Effective January 1, 2004, employees scheduled to work, or called into work, on an overtime basis on July 4, Thanksgiving or Christmas shall be paid double (2) time for all hours worked on those holidays only.

E. For all employees who are not paid overtime, compensatory time shall be calculated at the rate of time and one-half ($1\frac{1}{2}$) hours worked beyond the normal workday.

F. Employees working past sixteen (16) consecutive hours (including their normal shift) shall be paid at a rate of double (2) time the employees' regular rate of pay.

G. Employees will be paid at a double (2) time rate after working eight (8) consecutive hours of overtime. If employees work beyond that period of time (sixteen (16) consecutive overtime hours), they shall be paid at two and a half ($2\frac{1}{2}$) times their normal hourly rate.

H. Effective January 1, 2004, if an employee is called in for emergency work, he/she shall receive call-in pay as follows: three (3) hours of straight time pay when called in on weekdays, and four (4) hours of straight time pay on weekends and holidays. This pay is in addition to, and unaffected by, the actual pay received by employees for the work performed when called in. If requested and supplied by the Borough, employees will wear pagers or other electronic devices (i.e. cell phones) for the purpose of being contacted by the Borough for emergency situations. Employees will not receive any additional pay for wearing said pagers or other electronic devices.

I. 1. Employees shall have the option to "sell back" to the Borough any, and all, compensatory time earned in any given calendar year. Employees choosing to take advantage of this provision shall notify the Business Administrator no later than November 15th of that same year in which the time was earned.

2. Conversely, the Borough shall have the option to "purchase back" the compensatory time earned in a given year provided that the Borough uniformly "purchases" the time from a given working unit. (i.e. all supervisors of a given department must all be addressed)

3. Under each scenario, the "sell back" or "purchase back" of compensatory time shall be done at the prevailing pay rate at the time of the transaction.

4. ~~The accrual of compensatory time shall be capped at two hundred forty~~ (240) hours total.

J. 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 the Borough offices open as scheduled and an employee

does not report for work, they will lose a sick/personal/comp/vacation day (despite the Borough's early closing. 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.

K. 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 V

SALARIES

1. Effective January 1, 2023 all employees shall receive a wage increase of 2.9% percent of their base pay, to be paid retroactively for 2023. Effective January 1, 2024, all employees shall receive a wage increase of 2.75% percent of their base pay retroactive for 2024. Effective January 1, 2025, all employees shall receive a wage increase of 2.75% percent of their base pay. Effective January 1, 2026, all employees shall receive a wage increase of 2.6% percent of their base pay. Effective January 1, 2027 all employees shall receive a wage increase of 2.5% of their base pay. Effective January 1, 2019 bargaining unit members who are

at maximum salary, and who have been employed in a bargaining unit position for at least three (3) full years, will receive a one-time increase to their base salary of \$1,250. Employees who do not have three (3) full years of service in a bargaining unit position as of January 1, 2019 will receive the increase to their maximum salary at the beginning of their fourth full year of employment.

2. Longevity shall be paid at the rate of two (2%) percent of base salary to those employees with five (5) or more consecutive years of service with the Borough beginning on the next pay period following the anniversary date of the fifth (5th) consecutive year of service. Employees, hired by the Borough after June 8, 1998, shall not be eligible to receive longevity.

(This shall not apply to an employee hired by the Borough on or before June 8, 1998, and then promoted into the SAMS bargaining unit after June 8, 1998).

3. The Borough will provide retroactive wage checks within sixty (60) days of ratification.

ARTICLE VI

INSURANCE

1. The Borough shall provide the Aetna Managed Choice Open Access \$10 co-pay Option 2 Plan. Employees shall contribute to the cost of their health insurance benefits in accordance with the chart attached as Exhibit B. Each employee will contribute the percentage of premium cost as set forth in Exhibit B or 1.5% of their annual base salary, whichever amount is greater, towards the cost of their health benefits.

2. The Borough reserves the right to change insurance carriers, so long as equal to, or substantially similar benefits to those provided by the Aetna Managed Choice Open Access \$10 co-pay Option 2 Plan are provided and the Borough agrees that when such change occurs for economical reasons, there will be no lapse in coverage for any employee.

3. Except as set forth below, the Borough shall continue to provide and pay the premiums for a dental plan, prescription plan and optical plan for each employee and his or her family. The Borough shall select the plans and administration of the plans shall be through the Borough as heretofore provided. The Borough shall continue to provide coverage for a dental plan, which provides for coverage up to eighty (80%) percent on certain items as more specifically set forth in the said dental plan. Employees hired by the Borough after June 8, 1998 shall not be eligible for paid optical plan benefits. Employees who do not receive paid dental or optical coverage from the Borough will have the option to obtain such coverage, at their expense, at the Borough's group rate. The prescription plan co-pays shall be as follows:

- a. \$15 for generic drugs
- b. \$30 for name brand drugs
- c. Mail order:
 - \$30 Generic
 - \$60 Brand Name

4. Employees who initially enrolled in the PERS prior to June 28, 2001 who retire with twenty-five (25) years or more of accredited service, or who retire on a disability retirement, shall be eligible for health benefits, including dependent and family coverage, at no cost to the employee/retiree. Employees who initially enrolled in the PERS after June 28, 2001 who retire with twenty-five (25) years or more of accredited service or who retire on a disability retirement, shall be eligible for health benefits, including dependent and family coverage, at a cost of 1.5% of the retiree's monthly retirement allowance, including any future cost of living adjustments to the employee's annual pension. The Borough will provide retiree dental benefits for all employees who qualify for medical benefits in retirement above.

5. An employee who is either seriously ill, or injured, and has run out of sick time as set forth in this Agreement may request a leave of absence. The Borough shall continue to provide to the said employee and all registered dependents all benefits outlined in this article for a period not to exceed six (6) months. This benefit to the employee is conditioned upon the documenting of the medical disability 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, and shall be paid for by the Borough.

7. Life Insurance: \$15,000.00 for retirees only as per AFSCME contract.

8. The Borough and the Association 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.

9. Elimination of Dual Insurance Coverage:

Effective June 1, 2010, any employee who is eligible for Borough health insurance coverage through his/her spouse or domestic partner will not be eligible for Borough coverage separate and apart from that which is maintained by their spouse or domestic partner. This provision regarding the elimination of dual coverage effective June 1, 2010 shall not apply if the employee's spouse or domestic partner has opted out prior to June 1, 2010 and remains in an opt-out status.

ARTICLE VII

HOLIDAYS

1. The following holidays are established:

New Year's Day
Martin Luther King Jr. 's
Birthday President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
One (1) Day off during the week of the Employee's Birthday

Columbus Day
Veteran's Day
Thanksgiving Day Day
after Thanksgiving
Christmas Day

2. In the event that the Mayor and Council of the Borough 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 deem it appropriate and do so by Resolution.
3. 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.

ARTICLE VIII

LEAVE

1. 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 disability 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, 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.

2. Sick leave shall accumulate on the following schedule:

During the first year of employment - one day per month of employment, which shall equate to eight (8) hours for Blue Collar Employees and seven (7) hours for White Collar employees.

From the beginning of the second year and thereafter, sixteen (16) days per year as follows:

Blue Collar Employees - 128 hours

White Collar Employees - 112 hours.

3. 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. Personal leave shall be provided as follows:

Blue Collar Employees - Up to 32 hours

White Collar Employees - Up to 28 hours.

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.

4. Sick Leave Buy Out. Effective upon execution of this Agreement, employees of

the Association will be entitled to the following:

- a. After accumulation of thirty (30) unused sick days, employees at their option, may be paid One Hundred and xx/100 (\$100.00) Dollars per day, up to a maximum of sixteen (16) days for the year elected. If and only if an employee exercises his or her option to buy back the maximum of sixteen (16) sick days at One Hundred and xx/100 (\$100.00) Dollars per day, the employee will have the right to buy back an additional ten (10) days of accumulated sick time at the employee's current rate of pay.
- b. Upon separation with five (5) years of service with the Borough, employees are entitled to twenty-five (25%) percent of the sick days at their current rate of pay.
- c. Upon separation with ten (10) years of service with the Borough, employees are entitled to fifty (50%) percent of sick days at their current rate of pay up to a maximum of \$15,000.00.
- d. Employees hired after May 10, 2010 are not eligible to cash out sick leave as set forth in this paragraph (4) other than at retirement. Upon retirement, employees hired after May 10, 2010, with 10 years of service with the Borough, are entitled to fifty (50%) percent of sick days at their current rate of pay up to a maximum of \$15,000.00.

5. Bereavement Leave

a. All employees shall receive four (4) days leave with pay up to and including the day of the funeral in the event of a death in their immediate family. In addition, employees may use sick leave or personal days to a limit of five (5) days following the funeral in the immediate family.

b. Immediate family, for the purpose of this Article, shall be defined as spouse, child, stepchild, parent, step-parent, brother, sister, grandchild or other member of the employee's immediate household.

c. Employees shall receive two (2) days leave, with pay, in the event of a

death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or grandparent of the employee. However, said day shall not be taken after the day of the funeral.

d. Employees shall receive one (1) 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.

e. 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.

f. The parties shall follow the Merriam-Webster Dictionary definitions for all of the listed relatives in this section.

6. Jury Duty Leave

a. 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 by the employee from the Court shall not be deducted from the pay above.

7. All employees shall receive written notification from the Borough each January of the accumulated sick days. The notice shall note the number of days used the previous year.

ARTICLE IX

VACATIONS

A. All employees shall be granted vacation leave upon the following schedules:

1. During the first (1st) year, one (1) day per month to December 31.
2. From the end of the first (1st) year through the fifth (5th) year of service, twelve (12) days annually with accrual as follows:

Blue Collar Employees – 96 hours
White Collar Employees – 84 hours

3. From the beginning of the sixth (6th) year through the tenth (10th) year of service, three (3) weeks annually with accrual as follows:

Blue Collar Employees – 120 hours
White Collar Employees – 105 hours

4. From the beginning of the eleventh (11th) through the fifteenth (15th) year of service, four (4) weeks annually with accrual as follows:

Blue Collar Employees – 160 hours
White Collar Employees – 140 hours

5. From the beginning of the sixteenth (16th) and over, five (5) weeks vacation plus one (1) additional day for each year over twenty-five (25) years up to a total of six (6) weeks with accrual as follows:

Blue Collar Employees – 240 hours
White Collar Employees – 210 hours.

For purposes of vacation schedule, length of service will begin with the first (1st)

day of employment for provisional employees, and with the first (1st) day of employment for provisional employees who are subsequently certified as permanent employees by the New Jersey Department of Personnel.

B. Notwithstanding the provisions of paragraph A above, employees hired by the Borough on or after June 8, 1998 (this shall not apply to an employee hired by the Borough before June 8, 1998, and then promoted into the SAMS bargaining unit after June 8, 1998) shall be granted vacation leave upon the following schedules:

1. In the first year, one (1) day per month through December 31st.
2. From the end of the first (1st) year to the fifth (5th) year of service: twelve (12) days annually with accrual as follows:

Blue Collar Employees – 96 hours
White Collar Employees – 84 hours

3. From the beginning of the sixth (6th) year to the end of the fifteenth (15th) year of service fifteen (15) days annually. with accrual as follows:

Blue Collar Employees – 120 hours
White Collar Employees – 105 hours

4. From the beginning of the sixteenth year and thereafter: twenty (20) days annually with accrual as follows:

Blue Collar Employees – 160 hours
White Collar Employees – 140 hours

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 it shall be taken in that calendar year.

E. The employer and the Association agree that the employees shall submit requests for vacations no later than April 15 of each year with the first and second choices. The first choice requested shall be on the basis of highest title and seniority. 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 must repay any vacation time already used, but not earned, on a pro-rata basis.

F. Effective upon the signing of this agreement, employees shall not be permitted to accrue more than one (1) year's worth of vacation time, in accordance with N.J.A.C. 4A:6-1.2(g). Specifically, any vacation time earned in the current year shall be utilized in that given year or carried forward no further than the subsequent year. Effective January 1, 2021 employees may be permitted to carry over up to ten (10) days of vacation time subject to the limits and requirements of N.J.A.C. 4A:6-1.2. Any vacation time carried over must be utilized in the following year or it will be deemed forfeited.

G. Employees shall be permitted "sell back" to the Borough up to fifty (50%) percent of their annual allotment of vacation days at the then prevailing rate of pay. Employees choosing to take advantage of this provision shall inform the Borough Administrator of their intentions at any time during the calendar year, but no later than November 15th. Under no circumstances will an employee be permitted to sell back vacation days credited in a given year, but not yet

"earned" in that year. E.g. fifty (50%) percent of the vacation time for a given year cannot be sold back until July 1st of that same year.

H. An employee shall have, if a holiday falls in his scheduled vacation, the option to take the Friday before, or the Monday after his/her vacation, or to be paid for the said holiday at straight time.

I. Upon the death of an employee, the estate of the employee will be entitled to payment for a full year of vacation time less any vacation time utilized by the employee in the year prior to the employee's death.

J. The parties agree to file a scope of negotiation petition with PERC for a determination as to whether Provision G violates N.J.S.A. 11A:6-3(e). If PERC rules that the provision is non-negotiable and preempted by statute, the parties agreed that the provision will not be enforceable.

ARTICLE X
GRIEVANCE PROCEDURE

1. Grievance Committee.

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

B. The following procedures shall be employed in an effort to satisfactorily handle all grievances other than those which mandatorily would have to be disposed of by Civil Service procedure or public hearing.

a. Should a grievance arise between the Borough and the Association, or any of its members, as to the meaning or application of the provisions of this Agreement, an early effort shall be made to settle such grievances in the manner hereinafter provided.

b. Any employee of the Borough having any such grievance shall, within five (5) business days after the grievance arises first, take up the matter with his/her representative who will present the grievance to the appropriate Department Head/Director. Failure to file the grievance within the five (5) business days shall be deemed an abandonment of the grievance.

c. If a settlement is not arrived at within five (5) business days after the presentation to the Department Head/Director, any party may take up the matter with his representative, who will present the grievance to the Business Administrator. Failure to file the grievance with the Business Administrator within five (5) business days of the decision of the Department Head/Director or within ten (10) business days after the date of submission of the grievance to the Department Head/Director shall be deemed an abandonment of the grievance.

d. If a settlement is not arrived at between these parties within five (5) business days, or no decision is issued by the Business Administrator within five (5) business days, the Grievance Committee shall, if it considers the grievance a justified one, pursue the appeal by filing with the Mayor and Council within five (5) business days after the date of the decision, or the due date for the decision of the Business Administrator. Failure to file within a timely manner shall be deemed an abandonment of the grievance. The Mayor and Council shall consider the matter at one of their business sessions or executive session, in private, without having the matter made one of public record. The Mayor and Council agree to meet with the Grievance Committee as soon as practical. In any event, if a meeting with the Mayor and Council does not take place with the Grievance Committee, a written response to the grievance shall be submitted to the Grievance Committee within seven (7) days of the next council meeting following submission of the grievance.

e. **Arbitration:** Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission ("PERC" or the "Commission") that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the Association. If the Borough and the Association cannot mutually arrive at a satisfactory Arbitrator within (30) working days after receipt of the list from the Commission, the Commission shall select an Arbitrator. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations, as may be in effect by the Civil Service Commission, which might be pertinent and render his award in writing which shall be final. The cost of the Arbitrator's fee shall be shared by the Borough and the Association. Time extensions may be mutually agreed to by the Borough and the Association.

ARTICLE XI

LAYOFFS AND REAPPOINTMENTS

All layoffs shall be in accordance with State Statute and Regulations governing Civil Service Municipalities.

ARTICLE XIII

EMPLOYEE EXPENSES AND REIMBURSEMENT

A. When any employment requires the use of specialized equipment, such as rain gear, mechanics coveralls, and safety equipment, these shall be provided by the employer and 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 Business Administrator.

Uniforms provided are to be repaired or replaced at the discretion of the Business Administrator and the same practice regarding the uniforms shall be continued.

B. All other necessary expenses borne by the employees in the course of their work including cleaning uniforms shall continue to be reimbursed.

C. Mileage allowance shall be paid at the current I.R.S. rate per mile for employees using their own automobiles on authorized Borough business.

D. The Borough will provide any employee required to wear safety shoes as condition of employment (as designated by his/her Department Supervisor or designee) up to One Hundred Ten and xx/100 (\$110.00) 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 receive more than to One Hundred Ten and xx/100 (\$110.00) Dollars annually in cumulative reimbursements in any calendar year.

Employees must present a receipt for the purchase of shoes in order to receive this reimbursement. In the event an employee does not comply with the requirement to wear safety shoes, or does not have a reasonable justification for not wearing safety shoes, he/she shall be subject to disciplinary action.

ARTICLE XII

ASSOCIATION AND EMPLOYEE PRIVILEGES

A. In addition to such other rights granted the Association herein, including participation in grievance proceedings and negotiations, the Association shall have the right to make legitimate use of bulletin boards within the Borough for Association business of non-controversial nature.

B. Employees shall have the right to inspect and review their individual personnel file upon request to the employer. The employer recognizes and agrees to permit this review and examination upon notice from the employee. Employees shall have the right to define, explain or object to in writing anything found in his/her personnel file. This writing shall become a part of the employee's personnel file.

C. Before entering disciplinary papers into a personnel file, the disciplinary papers must be signed by the President of the Association or his/her designee. In the event that the disciplinary action involves the President of the Association, the Vice President or designee of the Association shall be the authorized representative to sign the disciplinary papers as required under this Section.

D. The President, Vice President, or Designee of the Union shall be granted time off without loss of pay, for the purpose of attending to Association business, provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed twenty-four (24) working days. The employee must notify the Employer of the intended use of said leave at least five (5) days prior to when such leave is to be utilized.

E. Leave for this purpose with less than five (5) days' notice, to the Employer shall be approved only in situations in which the presence of the Union President or his/her Designee is deemed necessary by the Borough. Leave under the provisions of paragraph D above shall be limited to not more than four (4) employees at any one time.

F. The Fire Official within the Fire Prevention Bureau shall receive the following clothing from the Borough:

1. At the time of initial employment, they shall receive five (5) shirts and five (5) pairs of pants
2. 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.

ARTICLE XIV

PROMOTIONS AND WORK LOAD

A. Promotions

1. Any employee required to accept a promotion would receive compensation commensurate with the position.

B. Scheduled absences.

1. Any employee directed by the Department Head to work in a higher classification, due to the scheduled absence of the regular employee in that classification, shall be compensated at the higher rate for as long as he/she performs work in the higher position.

ARTICLE XV

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. The employee shall have the option to receive the terminal leave pay in a lump sum payment or in payments. Whether the employee retires, dies, resigns or leaves employment for medical reasons, his or her heirs, or next of kin shall receive terminal pay. The employee must have at least ten (10) years' service with the Borough before being eligible for terminal leave or if eligible to retire at age sixty (60) with less than ten (10) years service, but more than five (5) years shall be entitled to terminal leave. Terminal leave pay shall be capped at no more than four (4) months pay for those employees eligible for terminal leave pay.

B. On or after January 1, 2003, employees either promoted into the SAMS unit, or hired from outside the Borough into the unit, shall be eligible for a maximum of three (3) months terminal leave. Employees within the Borough, who are promoted into a position covered by this Agreement and who, prior to promotion, enjoyed the terminal leave pay benefit, as provided for in Paragraph A of this Article, will continue to be entitled to the benefits of this Article. Employees hired or promoted into positions covered by the SAMS bargaining unit on or after January 1, 2023 shall not be entitled to terminal leave pay.

ARTICLE XVI

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting on 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 Association agrees that such action would constitute a material breach of the Agreement.

B. The Borough shall not cause, authorize, nor support any lockout.

ARTICLE XVII

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, age, national origin or sexual preference.
- B. There shall be no discrimination, interference, restraint or coercion by the Borough of any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.
- 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 X of the Collective Bargaining Agreement. This decision shall be at the sole discretion of the employee.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

1. The Employer shall provide Worker's Compensation protection for all employees, or the equivalent thereof, to cover an injury that arises out of, or in the course of, employment. In the event that an employee is injured on the job he or she shall be compensated for work missed due to such injury through worker's compensation insurance and benefits in accordance with the requirements of state law. In addition, the employer shall defend any action brought against the employee on account of any act or commission in the scope of his employment and shall indemnify and hold harmless the employee for all expenses and damages in connection with such action.

2. 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.

3. The Borough shall continue the Payroll Deduction Plan and deposit for an employee's savings plan.

ARTICLE XX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been in 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 covered by this Agreement and whether or not within the knowledge or contemplation of either or both 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 XXI
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 Law 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 powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

C. The present practice regarding insurance for retirees shall continue during the life of this agreement. In the event the insurance for bargaining unit employees is modified, the same modifications shall apply to retirees.

ARTICLE XXII
SNOW REMOVAL
SECONDARY JOB CLASSIFICATION

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 eight (8) consecutive hours worked. After the first eight (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 at a rate equivalent to Step B of the appropriate title multiplied by 1.5 for the first eight (8) consecutive hours worked. After the first eight (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 precedence.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK,
SIGNATURES ON NEXT PAGE.]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Sayreville, New Jersey on the 8th day of JANUARY, 2024.

ATTEST:

Jessica Morelos
Jessica Morelos, Borough Clerk

BOROUGH OF SAYREVILLE

BY: Kennedy O'Brien
Kennedy O'Brien, Mayor

ATTEST:

Secretary

SAYREVILLE ASSOCIATION OF
MUNICIPAL SUPERVISORS

BY: Kevin E. Kuchinski
President

