

12-24

AGREEMENT

Between

Borough of Spotswood, New Jersey
BOROUGH OF SPOTSWOOD, NEW JERSEY

and

International Chemical Workers Union, Local 626
INTERNATIONAL CHEMICAL WORKERS UNION, AND ITS

(Public Works and Chemical Employees)

LOCAL 626

LIBRARY
Institute of Management and
Labor Relations

SEP 30 1981

RUTGERS UNIVERSITY

31, 1981

This AGREEMENT is made and entered into between the BOROUGH OF SPOTSWOOD, NEW JERSEY, hereafter referred to as the "EMPLOYER" and the INTERNATIONAL CHEMICAL WORKERS UNION AND ITS LOCAL 626, hereafter referred to collectively as the "UNION".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to establish a working basis between the parties hereto for the period hereafter mentioned which, in the mutual interest of said parties, will provide for the conduct of the employer's business under methods which will, to the fullest extent possible, assure the safety of employees and accomplish economy of operation and quantity of output. It is recognized by this AGREEMENT to be the desire of the employer and the UNION to cooperate fully, individually and collectively for the attainment of said objective.

ARTICLE II

RECOGNITION

Section 1.

The employer recognized the UNION as exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all hourly employees presently classified as: Road Department, Utility, Sanitation and Office Clerical Employees of the BOROUGH OF SPOTSWOOD, NEW JERSEY.

Section 2. Membership

It shall be a condition of employment that all employees of the employer covered by this AGREEMENT who are members of the UNION in good standing as of the effective date of this AGREEMENT, shall remain members in good standing.

DUES DEDUCTIONS AND
AGENCY SHOP

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 on compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

Dues Deduction and Agency Shop (continued)

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining

unit, and not only for members in the Association and this Agreement has been executed by the Borough after it had satisfied itself that the Association is a proper majority representative.

Section 4. Equal Employment Opportunities

The employer agrees that it will not discriminate against any applicant for employment, and the employer and the UNION agree that they will not discriminate against any employee in the payment of wages, assignment of jobs, recall, discipline, discharge, seniority, promotion, demotion, training, transfer, layoff or any other term or condition of employment because of race, color, religion, sex, age or national origin.

Any alleged violation of the above provision shall be subject to the grievance and arbitration provisions of this AGREEMENT.

ARTICLE III

NO STRIKES OR LOCKOUTS

Section 1.

During the term of this Agreement the Union agrees with the employer on behalf of itself and each of its members that: there be no strikes, stoppage of work, slowdown, or any other action interfering with work or production.

In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the employer agrees that there shall be no liability on the part of the International, or its local Union, Number 626, or any of their officers or agents, provided that in the event of such unauthorized action, the Union first meets the following conditions:

The Union shall, immediately after notice from the employer to the International Chemical Workers Union and its Local Union Number 626 of an alleged violation of this clause, declare publicly that such alleged action is unauthorized:

The Union shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line:

The Union shall not question the unqualified right of the employer to discipline or discharge employees engaging in, participation in, or encouraging such action. It is understood that such action on the part of the employer shall be final and binding upon the Union, and its members and shall in no case be construed as violation by the employer of any provision of this Agreement. However, if an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation, it will be subject to the Grievance Procedure specifically including arbitration.

During the term of this Agreement, the employer agrees with the Union that there will be no lockouts.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

Any difference or disagreement between the parties, or between an employee or group of employees and the Employer, involving the interpretation or the application of the provisions of this AGREEMENT or involving the discipline, suspension or discharge of any employee, shall be defined as grievance and shall be taken up in the following manner without any suspension or work through strikes, slow-down or lock-out on account of such grievances.

Step One: The grievance form shall be dated, signed by the employee or employees involved and the Shop Steward and submitted by the Shop Steward to the employee's Department Supervisor within seven (7) calendar days of the initial occurrence of the action or event upon which the grievance is based, provided, however, that a grievance involving a discharge or lay-off shall be submitted in the form and manner set forth in Step Two within three (3) calendar days, from the date of the discharge or lay-off and shall immediately be processed as a Step Two grievance.

The department Supervisor shall reply in writing within seven (7) calendar days after receiving the written grievance.

Step Two: If the grievance is not settled at Step One the UNION shall, within seven (7) calendar days after the date of the Department Supervisor's written answer to the written grievance, request a discussion of the grievance with the Mayor or his designees.

Such discussion shall take place between the Mayor or his designees, and representatives of the Union within fourteen (14) calendar days of the Union's request for discussion. Such discussion may include the aggrieved employee or employees involved. At the conclusion of Step Two the employer shall give its final answer within fourteen (14) calendar days.

Step Three: If the grievance is not settled at Step two, the grievance may be submitted to arbitration as follows: Within fourteen (14) calendar days after the final written answer is given to the Step Two meeting, the party desiring arbitration shall give written notification to the other party of its demand to arbitrate, stating the nature of the issue to be arbitrated, the specific provisions of the Agreement involved, and the relief or remedy sought. The party desiring arbitration shall simultaneously request the Federal Mediation and Conciliation Service (FMCS) to submit a panel from which the Arbitrator may be chosen in accordance with the rules and procedures of FMCS. The Arbitrator so selected shall hear the grievance at a mutually agreeable time and place and shall render his award in writing, which award shall be final and binding on the employer, the Union and employee or employees involved.

The Arbitrator shall have no power to add to, subtract from, change, alter or modify this Agreement or any supplement hereto.

The Employer and the Union shall divide equally and pay the fees and expenses of the Arbitrator. All other expenses shall be paid by the party incurring them. Any grievance that is not processed with the time limits provided or not processed to the next step within the time limit provided, shall be considered settled and the settlement shall be binding upon the Employer, the Union and the employee or employees involved. The time limits contained herein may be extended by mutual agreement of the Employer and the Union.

ARTICLE V

HOLIDAYS

Subject to the provisions of Section 2 of this Article, the following days shall be considered holidays for the purpose of the Agreement:

New Year's Day	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Day after Thanksgiving
		Christmas Day

Each employee not on leave of absence, layoff or suspension who is not scheduled to work on any of such holidays shall be paid for eight (8) hours at his regular straight time rate of pay.

Section 2.

The holidays shall be celebrated on such days as the Employer shall fix and determine and the schedule for such holidays in each calendar year shall be posted on the bulletin board not later than December 1st of the prior year.

Section 3.

If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 4.

If an official holiday is observed during an employees vacation, he shall be entitles to an additional vacation day. If an official holiday occurs while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

ARTICLE V-A

PERSONAL DAYS

Section 1.

All employees will be granted five (5) personal days off on approval of Department Head on 24 hour notice. It is Managements right to deny a personal day for cause.

ARTICLE VI

SENIORITY

Section 1.

Seniority, that principle of employment policy which recognizes the precedence of one full time employee over another based upon length of service, is hereby affirmed and established.

Seniority in this Agreement accordingly refers to BORO seniority.

Employees who leave the Employer to enter military

service under the Selective Service Act, will maintain their seniority as though they had not left the Employer if they are honorably discharged and return to Employer employ in accordance with the Selective Service Act, as amended.

Any employee laid off from the BORO for lack of work will retain his seniority for one (1) year unless a reply is not received within three (3) days after notice, sent to his last known address and to the local Union president that a job is open unless extenuation circumstances prevail satisfactory to both the Employer and the Union! No new employee is to be engaged while qualified employees are laid off and have not had an opportunity to return to work.

Any employee transferred out of the bargaining unit shall retain his seniority and if returned to the bargaining unit, shall apply such seniority plus a maximum of one (1) year which he accrued while transferred out of the bargaining unit.

The Employer will give to the Union a seniority list, on reasonable request.

Section 2.

When an employee is to be laid off he shall exercise his BORO seniority over employees with lesser BORO seniority, provided he is qualified to fill the position.

An employee who is recalled from layoff shall be recalled in accordance with seniority preference provided he is qualified to fill the open position.

Section 3.

An employee's seniority shall cease if the employee:

1. Voluntarily leaves the service of the Employer.
2. Is terminated for just cause.

Section 4.

It is the Management's prerogative to utilize existing Streets, Roads, Sanitation and Utility Department Personnel to fill in where needed during emergencies, sickness, vacation etc. Assignments will be made, to the extent practicable, on the basis of overall seniority.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1.

The normal payroll week will be from 12:01 a.m. Monday to 12:00 midnight Sunday.

The normal hours of work shall be:

Roads and Utility Depts: 8:00 a.m. to 4:30 p.m.

Office: 9:00 a.m. to 4:30 p.m.

Five (5) days work will constitute a normal week's work and will be scheduled Monday through Friday.

Eight (8) hours will constitute a normal days work. The eight (8) hours each day will be worked consecutively except for lunch, provided at approximately the middle of the shift. However, employees required to work through their normal lunchtime shall be paid therefor at the overtime rate.

Seven (7) hours will constitute a normal days work for office clerical employees.

Section 2.

Wage payment at premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payment under any other provision hereof.

Section 3.

one and one half (1-1/2) times the regular rate of pay will be for:

1. All work performed in excess of eight (8) hours on one day.
2. Hours worked in excess of forty (40) in a work week
3. All hours worked on a Saturday, or Sunday.
4. Double time will be paid for all hours worked on any of the holidays set forth in Article V.

Section 4.

Overtime will be distributed as equitably as possible among employees who are actually at work and who normally do this work. Employees will not be required to take time off in order to equalize overtime payments. The Employer will keep a record of overtime work and will make these records available to the Shop Steward. In this regard overtime refused shall be considered overtime work worked for purposes of equalization of overtime. The Employer will correct any imbalance that develops in the allocation of overtime within a reasonable time after notice with respect thereto is given to the Employer by the Shop Steward.

Section 5: Stand-By Pay

Employees who are on week-end or holiday stand-by will be compensated based on the following schedule:

1. Eight (8) hours straight time pay for stand-by on week-ends.
2. Four (4) hours stand-by pay for holidays.
3. All employees shall be given one and one half (1-1/2) times the normal hourly pay for each hour worked.

Section 6.

Commencing January 1, 1981, Employees not on standby, called in to work will receive two hours pay based on their hourly rate in effect at the time they are called in.

Section 7.

Employees who are working overtime and work any portion of an hour shall receive pay for a full hour.

ARTICLE VIII

SICK LEAVE

Section 1.

Sick leave shall accumulate on the basis of one and one fourth days per month or 15 days per year. Sick leave may be accumulated from year to year. Accumulated sick leave may be used as credit for years of service upon retirement or be paid to employee in graduated and lump sum payments after retirement at the employee's option.

In the event of the death of an employee, unused sick time, vacation time and/or other benefits convertible to cash shall be paid to the employee's spouse, dependent children or in their absence, according to the laws of interstacy.

Section 2.

Accumulated sick leave may used by an employee for personal illness, illness in his immediate family which may require his attendance upon the ill person, quarantine restrictions, pregnancy or disabling injury.

Section 3.

"Immediate Family" shall mean a spouse, child, parent or unmarried brother or sister or a relative or delendent living under the same roof.

Section 4.

A certificate from the employees doctor may be required as sufficient proof of the need for sick leave.

ARTICLE IX

USE OF BULLETIN BOARD

Section 1.

The Union shall be permitted to use the bulletin board in the Boro which is normally used for furnishing information of general nature to the employees, for the purpose of posting concerning official Union business.

ARTICLE X
LEAVE OF ABSENCE

Section 1.

Union members shall be granted personal leaves of absence in order to attend Union conventions and other authorized Union business. No more than one such member shall be granted leave under this paragraph at one time nor shall leave of absence exceed two weeks.

The Employer agrees to give leave of absence for illness without affecting the employee's service continuity.

Section 2.

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

C. It is understood that the employee must file an injury report with the Department Head in charge so that the Borough may file the appropriate Workmen's Compensation Petition. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work and, the Borough may reasonably require the employee to present such certificate from time to time.

physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

Injury Leave (continued)

F. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough appointed physician. Then the Borough and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Borough, at its option, and upon certification by the Borough appointed physician, may extend the disability pay for no more than one (1) additional year. The Borough appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the

Borough shall only pay the difference.

I. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Borough to the extent which is provided within this Agreement and any Ordinance in effect governing the Borough of Spotswood.

ARTICLE XI

JOB VACANCIES

Section 1.

Job openings shall be posted in the Boro for three (3) working days. Such notice shall include job title and job rate. Employees wishing to bid for the vacancy shall sign a proper notice in the space provided.

The employee signing the notice who has the ability and qualifications to perform the work shall be assigned to the job. Ability and qualifications being acceptable, seniority shall be determining factor.

Section 2. Up Grading of Salaries

All employees with in their department receiving a higher paid position will be on a (6) six trial period and would receive 50% or $\frac{1}{2}$ of the top wages of that position.

Section 3.

Jobs open under Section 2 of this Article shall be posted and filled as provided for in this Article, except, if an employee is found unsatisfactory and returned to their previous job all other employees affected by this posting will be returned in a like manner.

Section 4.

Employees bidding for and receiving a job with a lower rate of pay, will receive the top of the lower rate on the first day assigned.

On completion of (6) six month trial period his performance will then be reviewed by the Department Head or his superior. If his performance is found satisfactory he shall be given the ballance of total rate of pay in that position.

ARTICLE XII

BARGAINING UNIT WORK

Employees outside of the Bargaining Unit shall not be perform work normally and regularly performed by employees within the Bargaining Unit except where the work is being performed as a matter of demonstration or training.

ARTICLE XIII

CREATION OF NEW JOBS

When new jobs are created or the duties of old jobs merged or changed, the Company will institute the new or changed jobs with a temporary rate. If the Union disagrees with either the rate or description of the job as established, it may introduce a greivance within thirty (30) days after work is actually performed under the temporary rate and description. Any disagreement between the parties will ultimately be settled through the arbitration procedure and shall be final and binding on the parties. If the Union does not introduce a greivance within the above mentioned thirty (30) day period, the job rate and description will become a permanent part of this Agreement.

ARTICLE XIV

SAFETY AND HEALTH

The Employer agrees that it will, at its own cost and ex- pence, perform every reasonable act necessary to promote and in- sure the safety, health, welfare, sanitary conditions and work- ing conditions of the employees in the course and scope of their employment.

The Employer further agrees that it will, at its won cost and ex- pence, perform and comply with all laws, rules, requirements and regulations of every legislative and administrative body hav- ing jurisdiction over the health, safety, welfare, sanitary

conditions and working conditions of the employees.

The Employer will provide for the use of its employees such safety equipment as is necessary, and the Union agree that the workers must make use of such safety equipment.

Employees will notify the Union Safety Representative of any questions concerning safety or unsafe or un safe conditions which he will bring to the attention of the Employer. The Union Safety Representative and the Supt. of Public Works will meet periodically, and at least once every three months, to discuss safety questions and conditions.

ARTICLE XV

FUNERAL LEAVE

Section 1.

Leave with pay not exceeding five days shall be granted to an employee in the event of death in his immediate family.

Section 2.

"Immediate family" shall include:

- a. The employee's spouse, child, parent, brother or sister.
- b. The child, parent, brother, or sister of his spouse
- c. A relative living under the same roof.
- d. Grandparents.

Section 3.

Leave with pay not exceeding two days shall be granted to an employee in the event of the death of an Aunt or Uncle. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case the final day may be the day following the funeral.

ARTICLE XVI

JURY DUTY

Upon presentation of acceptable proof every employee who has lost wages as a result of being required by law perform jury service, on a regularly scheduled work day in a normal work week, shall be entitled to compensation upon the following basis. Such compensation shall be his average hourly earnings for maximum eight (8) hours per day, less compensation for jury duty paid by the state.

ARTICLE XVII

WAGES AND TRAVEL COMPENSATION

Section 1. Wages

Attached hereto as Schedule "A" is a schedule of the job classifications and rates and rates of pay therefor of all employees in the bargaining unit during the period of this Agreement.

Section 2. Compensation for Travel and Work at Other Locations

Employees required to travel and/or work at other locations shall be entitled to their regular compensation for time lost during regularly scheduled work days while traveling and for periods while performing work at such other locations. In addition thereto, such employees shall be reimbursed (or prepaid, if required for all necessary, proper and reasonable out-of pocket disbursements substantiated by receipts or other acceptable records.

Section 3. Longevity Increases

Employees shall receive longevity increases based on the following schedule: Longevity increases are to be paid on current salary.
Starting 1st day 5th year you will receive 2%.
Starting 1st day of 9th year you will receive 4%.
Starting 1st day of 13th year you will receive 5%.
Starting 1st day of 17th year you will receive 6%.

ARTICLE XVIII

VACATIONS

Section 1.

Employees on the payroll of the Employer as of January 1 of any year shall be entitled to vacation with pay in accordance with the following vacation schedule:

- Less than one Year - One day for each month worked in the previous year with a maximum of ten days.
- One Year but Less Than Three Years - Ten working days during the calendar year of January 1 thru December 31.
- Three Years but Less than Ten Years - Twenty working days during the calendar year of January 1 thru December 31.
- Ten Years but less than Fifteen Years - Twenty-five working days during the calendar year of January 1 thru December 31.

Fifteen Years and - Thirty working days during the calendar year of
Over January 1 thru December 31.

Section 2.

Employees may hold over one weeks vacation from one year to the next.

Section 3.

The Employer shall post a vacation schedule in each department from January 5 to January 31. Employees shall pick vacation periods in the departments based on Borough seniority. Vacation not scheduled at this time may be scheduled at any time by agreement of the employee and department head.

Employees scheduling vacation at a later date may not use their seniority to bump a junior employee from vacation selected during the posting period.

Section 4.

All employees who have used more than three weeks vacation may elect to take pay in lieu of not more than one weeks pay.

Section 5.

Employees who become eligible for an additional week vacation during the calendar year under Section 1 of this Article shall receive additional vacation based on the following schedule.

One additional day for each month worked between the employee's anniversary date and December 31 up to a maximum of five days.

Employees hired on or before the fifteenth of the month will be given credit for the full month.

Section 6.

Employees leaving the Borough by retirement, quit, termination, etc.; shall be paid for any unused vacation and in addition will receive a pro-rata share of their current vacation earnings based on one-twelfth of eligible vacation as set forth in Section 1 for each month worked.

Section 7.

Employees assigned full-time to the Sanitation Department shall be entitled to a six-day vacation week.

ARTICLE XIX

GENERAL PROVISIONS

Section 1.

The Employer will pay full cost for present Medical Insurance i.e. Blue Cross, Blue Shield or Rutgers Community Health Plan.

Section 2. - Health Benefits for Retirees

The Borough shall pay full cost for medical benefits for retirees and their spouses. The retiree shall be covered by the plan in effect at the time of their retirement.

Section 3. Clothing Allowance

All employees in Roads, Utility and Sanitation Department shall receive an annual clothing allowance of \$275.00. Employees needing additional pair of shoes because of wear or damage will receive same at cost not to exceed \$35.00

It shall be the responsibility of the employee to wear approved uniforms and safety shoes on the job and maintain them in good repair.

Section 4. Past Practices

Failure to incorporate past practices in the agreement shall not be construed as a basis or justification for discontinuance of such practices.

Section 5. Meals

Any employee required to work six (6) consecutive hours for Road, Utility, Sanitation and five (5) consecutive hours for Office personnel will be given \$4.00 as compensation for the meal missed.

Section 6 Eyeglasses

The Borough will reimburse the employee for eyeglasses and contact lenses required as a result of an examination.

Section 7.

Employer to provide police to direct traffic at job site at request of Road or Utility Department.

ARTICLE XX

DURATION

This Agreement shall become effective on the first day of January 1981 and shall remain in full force and effect until Midnight, December 31, 1981.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed by their proper representatives thereunto on this 16th day of July 1981.

LOCAL 626 INTERNATIONAL CHEMICAL WORKERS UNION

BOROUGH OF SPOTSWOOD, N.J.

BY: *[Signature]*

BY: *[Signature]*
BUSINESS ADMINISTRATOR

BY: *[Signature]*

BY: *Wayne R. Hamilton*
MAYOR

BY: *[Signature]*

BY: _____

APPROVED BY:
INTERNATIONAL CHEMICAL WORKERS UNION

BY: *[Signature]*

Dated: July 16, 1981

ATTEST:

Reggie Pasterczyk
REGGIE PASTERCZYK
BOROUGH CLERK

SALARY ORDINANCE

II. DEPARTMENT OF ADMINISTRATION

1. Salaries

Part-Time or Seasonal Worker	\$ 3.35 - \$ 5.50	Bi-Weekly
Violations Clerk/Court Clerk	\$ 8,500.00	Bi-Weekly
Deputy Registrar of Vital Statistics	\$ 100.00	Bi-Annual

III. DEPARTMENT OF FINANCE

Senior Clerk	\$ 7,182 - \$10,946	Bi-Weekly
Clerk - Cashier	\$ 6,642 - \$10,694	Bi-Weekly
Chief Account Clerk	\$ 7,722 - \$12,052	Bi-Weekly

IV. DEPARTMENT OF STREETS AND ROADS

Foreman	\$11,029 - \$17,376	Bi-Weekly
Mechanic	\$ 9,738 - \$16,082	Bi-Weekly
Lt. Equipment Operator	\$ 9,738 - \$16,082	Bi-Weekly
Laborer/Truck Driver	\$ 8,769 - \$14,413	Bi-Weekly

V. DEPARTMENT OF UTILITIES

Foreman	\$11,029 - \$17,376	Bi-Weekly
Treatment Plant Operator	\$ 9,953 - \$16,082	Bi-Weekly
Lt. Equipment/Relief Treatment Plant Operator	\$ 9,738 - \$16,082	
Laborer/Truck Driver/Meter Reader/Relief Treatment Plant Operator	\$ 8,769 - \$15,060	Bi-Weekly
Utility Account Clerk	\$ 7,722 - \$11,588	Bi-Weekly
Utility Clerk - Typist	\$ 7,182 - \$ 8,575	Bi-Weekly

VI. DEPARTMENT OF SANITATION

Driver (6 days)	\$10,276 - \$16,480	Bi-Weekly
Helper (6 days)	\$10,222 - \$15,890	Bi-Weekly
Laborer/Truck Driver (6 days)	\$ 8,769 - \$14,413	Bi-Weekly

VII. POLICE DEPARTMENT

Clerk Typist	\$ 7,182 - \$ 8,575	Bi-Weekly
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VIII. DEPARTMENT OF HEALTH, RECREATION AND WELFARE

Recreation Director (P/T)	\$ 1,500	Monthly
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On completion of (6) six month trial period his performance will then be reviewed by the Department Head or his superior. If his performance is found satisfactory he shall be given the ballance of total rate of pay in that position.

ARTICLE XII

BARGAINING UNIT WORK

Employees outside of the Bargaining Unit shall not be perform work normally and regularly performed by employees within the Bargaining Unit except where the work is being performed as a matter of demonstration or training.

ARTICLE XIII

CREATION OF NEW JOBS

When new jobs are created or the duties of old jobs merged or changed, the Company will institute the new or changed jobs with a temporary rate. If the Union disagrees with either the rate or description of the job as established, it may introduce a greivance within thirty (30) days after work is actually performed under the temporary rate and description. Any disagreement between the parties will ultimately be settled through the arbitration procedure and shall be final and binding on the parties. If the Union does not introduce a greivance within the above mentioned thirty (30) day period, the job rate and description will become a permanent part of this Agreement.

ARTICLE XIV

SAFETY AND HEALTH

The Employer agrees that it will, at its own cost and ex- pence, perform every reasonable act necessary to promote and in- sure the safety, health, welfare, sanitary conditions and work- ing conditions of the employees in the course and scope of their employment.

The Employer further agrees that it will, at its won cost and expence, perform and comply with all laws, rules, requirements and regulations of every legislative and administrative body hav- ing jurisdiction over the health, safety, welfare, sanitary

conditions and working conditions of the employees.

The Employer will provide for the use of its employees such safety equipment as is necessary, and the Union agree that the workers must make use of such safety equipment.

Employees will notify the Union Safety Representative of any questions concerning safety or unsafe or un safe conditions which he will bring to the attention of the Employer. The Union Safety Representative and the Supt. of Public Works will meet periodically, and at least once every three months, to discuss safety questions and conditions.

ARTICLE XV

FUNERAL LEAVE

Section 1.

Leave with pay not exceeding five days shall be granted to an employee in the event of death in his immediate family.

Section 2.

"Immediate family" shall include:

- a. The employee's spouse, child, parent, brother or sister.
- b. The child, parent, brother, or sister of his spouse
- c. A relative living under the same roof.
- d. Grandparents.

Section 3.

Leave with pay not exceeding two days shall be granted to an employee in the event of the death of an Aunt or Uncle. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case the final day may be the day following the funeral.

ARTICLE XVI

JURY DUTY

Upon presentation of acceptable proof every employee who has lost wages as a result of being required by law perform jury service, on a regularly scheduled work day in a normal work week, shall be entitled to compensation upon the following basis. Such compensation shall be his average hourly earnings for maximum eight (8) hours per day, less compensation for jury duty paid by the state.

ARTICLE XVII

WAGES AND TRAVEL COMPENSATION

Section 1. Wages

Attached hereto as Schedule "A" is a schedule of the job classifications and rates and rates of pay therefor of all employees in the bargaining unit during the period of this Agreement.

Section 2. Compensation for Travel and Work at Other Locations

Employees required to travel and/or work at other locations shall be entitled to their regular compensation for time lost during regularly scheduled work days while traveling and for periods while performing work at such other locations. In addition thereto, such employees shall be reimbursed (or prepaid, if required for all necessary, proper and reasonable out-of pocket disbursements substantiated by receipts or other acceptable records.

Section 3. Longevity Increases

Employees shall receive longevity increases based on the following schedule: Longevity increases are to be paid on current salary.
Starting 1st day 5th year you will receive 2%.
Starting 1st day of 9th year you will receive 4%.
Starting 1st day of 13th year you will receive 5%.
Starting 1st day of 17th year you will receive 6%.

ARTICLE XVIII

VACATIONS

Section 1.

Employees on the payroll of the Employer as of January 1 of any year shall be entitled to vacation with pay in accordance with the following vacation schedule:

- Less than one Year - One day for each month worked in the previous year with a maximum of ten days.
- One Year but Less Than Three Years - Ten working days during the calendar year of January 1 thru December 31.
- Three Years but Less than Ten Years - Twenty working days during the calendar year of January 1 thru December 31.
- Ten Years but less than Fifteen Years - Twenty-five working days during the calendar year of January 1 thru December 31.

Fifteen Years and - Thirty working days during the calendar year of
Over January 1 thru December 31.

Section 2.

Employees may hold over one weeks vacation from one year to the next.

Section 3.

The Employer shall post a vacation schedule in each department from January 5 to January 31. Employees shall pick vacation periods in the departments based on Borough seniority. Vacation not scheduled at this time may be scheduled at any time by agreement of the employee and department head.

Employees scheduling vacation at a later date may not use their seniority to bump a junior employee from vacation selected during the posting period.

Section 4.

All employees who have used more than three weeks vacation may elect to take pay in lieu of not more than one weeks pay.

Section 5.

Employees who become eligible for an additional week vacation during the calendar year under Section 1 of this Article shall receive additional vacation based on the following schedule.

One additional day for each month worked between the employee's anniversary date and December 31 up to a maximum of five days.

Employees hired on or before the fifteenth of the month will be given credit for the full month.

Section 6.

Employees leaving the Borough by retirement, quit, termination, etc.; shall be paid for any unused vacation and in addition will receive a pro-rata share of their current vacation earnings based on one-twelfth of eligible vacation as set forth in Section 1 for each month worked.

Section 7.

Employees assigned full-time to the Sanitation Department shall be entitled to a six-day vacation week.

ARTICLE XIX

GENERAL PROVISIONS

Section 1.

The Employer will pay full cost for present Medical Insurance i.e. Blue Cross, Blue Shield or Rutgers Community Health Plan.

Section 2. - Health Benefits for Retirees

The Borough shall pay full cost for medical benefits for retirees, and their spouses. The retiree shall be covered by the plan in effect at the time of their retirement.

Section 3. Clothing Allowance

All employees in Roads, Utility and Sanitation Department shall receive an annual clothing allowance of \$275.00. Employees needing additional pair of shoes because of wear or damage will receive same at cost not to exceed \$35.00

It shall be the responsibility of the employee to wear approved uniforms and safety shoes on the job and maintain them in good repair.

Section 4. Past Practices

Failure to incorporate past practices in the agreement shall not be construed as a basis or justification for discontinuance of such practices.

Section 5. Meals

Any employee required to work six (6) consecutive hours for Road, Utility, Sanitation and five (5) consecutive hours for Office personnel will be given \$4.00 as compensation for the meal missed.

Section 6 Eyeglasses

The Borough will reimburse the employee for eyeglasses and contact lenses required as a result of an examination.

Section 1.

Employer to provide police to direct traffic at job site at request of Road or Utility Department.

ARTICLE XX

DURATION

This Agreement shall become effective on the first day of January 1981 and shall remain in full force and effect until Midnight, December 31, 1981.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed by their proper representatives thereunto on this 16th day of July 1981.

LOCAL 626 INTERNATIONAL CHEMICAL WORKERS UNION

BOROUGH OF SPOTSWOOD, N.J.

BY: *Reggie Pasterczyk*

BY: *Robert L. Lala*
BUSINESS ADMINISTRATOR

BY: *John Brunner*

BY: *Wayne R. Hamilton*
MAYOR

BY: *[Signature]*

BY: _____

APPROVED BY:
INTERNATIONAL CHEMICAL WORKERS UNION

BY: *[Signature]*

Dated: July 16, 1981

ATTEST:

Reggie Pasterczyk
REGGIE PASTERCZYK
BOROUGH CLERK

SALARY ORDINANCE

II. DEPARTMENT OF ADMINISTRATION

1. Salaries

Part-Time or Seasonal Worker	\$ 3.35 - \$ 5.50	Bi-Weekly
Violations Clerk/Court Clerk	\$ 8,500.00	Bi-Weekly
Deputy Registrar of Vital Statistics	\$ 100.00	Bi-Annual

III. DEPARTMENT OF FINANCE

Senior Clerk	\$ 7,182 - \$10,946	Bi-Weekly
Clerk - Cashier	\$ 6,642 - \$10,694	Bi-Weekly
Chief Account Clerk	\$ 7,722 - \$12,052	Bi-Weekly

IV. DEPARTMENT OF STREETS AND ROADS

Foreman	\$11,029 - \$17,376	Bi-Weekly
Mechanic	\$ 9,738 - \$16,082	Bi-Weekly
Lt. Equipment Operator	\$ 9,738 - \$16,082	Bi-Weekly
Laborer/Truck Driver	\$ 8,769 - \$14,413	Bi-Weekly

V. DEPARTMENT OF UTILITIES

Foreman	\$11,029 - \$17,376	Bi-Weekly
Treatment Plant Operator	\$ 9,953 - \$16,082	Bi-Weekly
Lt. Equipment/Relief Treatment Plant Operator	\$ 9,738 - \$16,082	
Laborer/Truck Driver/Meter Reader/Relief Treatment Plant Operator	\$ 8,769 - \$15,060	Bi-Weekly
Utility Account Clerk	\$ 7,722 - \$11,588	Bi-Weekly
Utility Clerk - Typist	\$ 7,182 - \$ 8,575	Bi-Weekly

VI. DEPARTMENT OF SANITATION

Driver (6 days)	\$10,276 - \$16,480	Bi-Weekly
Helper (6 days)	\$10,222 - \$15,890	Bi-Weekly
Laborer/Truck Driver (6 days)	\$ 8,769 - \$14,413	Bi-Weekly

VII. POLICE DEPARTMENT

Clerk Typist	\$ 7,182 - \$ 8,575	Bi-Weekly
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VIII. DEPARTMENT OF HEALTH, RECREATION AND WELFARE

Recreation Director (P/T)	\$ 1,500	Monthly
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