

*2001*

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF**  
**SOUTH PLAINFIELD**

**AND**

**TEAMSTERS LOCAL 866**

January 1, 2001 thru December 31, 2005

## Index

AGREEMENT	PAGE 1
ART. 1 - RECOGNITION	PAGE 2
ART. 2 - SUPERVISORY & OTHER EXCLUDED PERSONNEL	PAGE 3
ART. 3 - DUES CHECKOFF	PAGE 3
ART. 4 - MANAGEMENT RIGHTS	PAGE 4
ART. 5 - INSPECTION PRIVLEDGES	PAGE 4
ART. 6 - JOB STEWARDS	PAGE 5
ART. 7 - GRIEVANCE AND ARBITRATION	PAGE 6
ART. 8 - ARBITRATION	PAGE 7
ART. 9 - NO STRIKE OR LOCKOUT	PAGE 7
ART. 10 - DISCHARGE OR SUSPENSION	PAGE 8
ART. 11 - SEPARATION OF EMPLOYMENT	PAGE 9
ART. 12 - UNION BULLETIN BOARD	PAGE 10
ART. 13 - NON-DISCRIMINATION	PAGE 11
ART 14 - WORK ASSIGNMENTS	PAGE 14
ART. 15 - SAFETY	PAGE 15
ART. 16 - NOTIFICATION TO THE UNION	PAGE 16
ART. 17 - PROBATIONARY PERIOD	PAGE 18
ART. 18 - SENIORITY	PAGE 19
ART. 19 - LAYOFFS AND RECALL	PAGE 20
ART. 20 - POST AND BID PROCEDURE	PAGE 22
ART. 21 - JOB CLASSIFICATIONS SHEETS	PAGE 22
ART. 22 - HOURS OF WORK	PAGE 23
ART. 23 - SNOW REMOVAL	PAGE 25
ART. 24 - RATES OF PAY	PAGE 26
ART. 25 - WORKING AT DIFFERENT RATES	PAGE 26
ART. 26 - PREMIUM PAY	PAGE 27
ART. 27 - PAY DAY	PAGE 29
ART. 28 - LONGEVITY	PAGE 29
ART. 29 - HOLIDAYS / PERSONAL DAYS	PAGE 30
ART. 30 - VACATIONS	PAGE 30
ART. 31 - VACATION SCHEDULE	PAGE 32
ART. 32 - SICK LEAVE	PAGE 33

ART. 33 - HEALTH CARE INSURANCE PROGRAM	PAGE 33
ART. 34 - GROUP INSURANCE AND PENSION	PAGE 34
ART. 35 - SPECIAL LICENSES	PAGE 34
ART. 36 - FUNERAL LEAVE	PAGE 34
ART. 37 - JURY DUTY	PAGE 35
ART. 38 - MILITARY LEAVE	PAGE 36
ART. 39 - UNIFORMS	PAGE 36
ART. 40 - SANITARY CONDITIONS	PAGE 37
ART. 41 - LIE DETECTOR TEST	PAGE 38
ART. 42 - COMPENSATION CLAIM & DISABILITY PROGRAM	PAGE 38
ART. 43 - PROTECTION OF RIGHTS	PAGE 39
ART. 44 - SEPARABILITY AND SAVINGS CLAUSE	PAGE 39
ART. 45 - FULLY BARGAINED AGREEMENT	PAGE 41
ART. 46 - ENTIRE AGREEMENT	PAGE 43
ART. 47 - TERMINATION CLAUSE	PAGE 43
ART. 48 - PRESCRIPTION PLAN	PAGE 43
ART. 49 - EATING FACILITIES	PAGE 44
ART. 50 - TERMINAL LEAVE	PAGE 44
ART. 51 - SNOW DAYS	PAGE 45
ART. 52 - AGENCY SHOP	PAGE 45
ART. 53 - OPERATIONS	PAGE 45
ART. 54 - RATES OF PAY	PAGE 46
SIGNATURE PAGE	PAGE 47
SCHEDULE A	PAGE 48

AGREEMENT

This Agreement, entered into this \_\_\_\_\_ of \_\_\_\_\_, between Local Union No. 866, with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION" and the BOROUGH OF SOUTH PLAINFIELD, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER".

The effective date of this agreement is: January 1, 2001 to December 31, 2005.

The EMPLOYER and the UNION agree as follows:

The within Articles of Agreement represent an accurate codification of all prior agreements, amendments and supplements to UNION contracts with EMPLOYER for the years 1975 through 1996.

It is intended that this codification be utilized for future amendments, supplements and future agreements between UNION and EMPLOYER with insert pages being keyed to the specific reserved sections, as set forth in the Index.

ARTICLE I - RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO. 866, I.B.T. as the sole and exclusive bargaining agency for all blue collar employees, including working foreman of the Department of Public Works of the BOROUGH OF SOUTH PLAINFIELD, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified July 23, 1971, by P.E.R.C., Docket No. RO-281.

The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including, but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

Excluded are managerial executives, professional and craft employees, confidential employees, office clericals, policemen, and supervisors within the meaning of the Act.

The word "Act", wherever used in the Agreement shall specifically refer to "New Jersey Employer-Employee Relations Act".

ARTICLE 2 - SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training and/or in the absence of qualified people. This provision shall not be used to deprive employees the opportunity to earn wages.

ARTICLE 3 - DUES CHECK-OFF

The EMPLOYER agrees that it will, as authorized hereinafter in each month, deduct the union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866, within ten (10) days after the dues are deducted.

After an employee has been employed for thirty-one (31) days, the EMPLOYER agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.

The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The UNION will furnish the EMPLOYER a written statement of the dues and

initiation fees to be deducted.

The UNION dues shall be deducted in two (2) pay periods each month. One-half (1/2) in the second pay period and one-half (1/2) in the fourth pay period.

The UNION agrees that it will indemnify and save harmless the Borough of South Plainfield against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the EMPLOYER at the request of the UNION under this Article.

#### ARTICLE 4 - MANAGEMENT RIGHTS

1. The executive management and administrative control of the Department and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote subject to Civil Service, transfer, assign or retain employees.

5. To set the rates of pay for Temporary or Seasonal employees within the meaning of civil service.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Employer from contracting out any work as long as it is consistent with PERCS case law that addresses subcontracting.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient



and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and the laws of the New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under N.J.S.A. 40A: 1-1 et seq. or any national, state, county or local laws or regulations.

#### ARTICLE 5 - INSPECTION PRIVILEGES

Authorized agents of the UNION shall have access to the EMPLOYER'S establishment during working hours, at time of mutual convenience to the EMPLOYER and UNION, for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is not interruption of the EMPLOYER'S

working schedule.

## ARTICLE 6 - JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate local union action.
3. The transmission of such messages and information which originate with, and are authorized by the local union or its officers, provided such messages and information:
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing are of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the EMPLOYER'S function and

operations.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYER'S operations.

The EMPLOYER recognizes these limitations upon the authority of Job Stewards and their alternates, and not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted, with the permission of the supervisor, to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

#### ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any

dispute between the parties involving interpretation of application of any provision of this Agreement.

An aggrieved employee shall present his grievance in writing within twenty (20) days of its occurrence or such grievance will be deemed waived.

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1. The employee and the steward or the employee individually but in the presence of a steward shall take up the complaint with the Superintendent of Public Works. In the event the complaint is not satisfactorily settled within three (3) working days, the employee or the steward may forward the grievance to the next step in the procedure.

Step 2. If the Union wishes to appeal the decision of the Superintendent of Public Works such appeal shall be presented in writing to the Borough Administrator or his designee. The Administrator shall render a decision Fifteen days after his review.

\*\*

Step 3. If the decision of the Administrator is not accepted the grievance may be forwarded in writing to the Mayor and Council or its designee within fifteen (15) calendar days thereafter. This presentation shall include copies of all previous

correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step 4. The UNION representatives and the EMPLOYER representative, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

If, in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the UNION or the EMPLOYER may take the dispute to arbitration.

## ARTICLE 8 ARBITRATION

An arbitrable grievance shall be limited to interpretation or application of any provision of this Agreement.

Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

2. It is intended that all differences between the EMPLOYER and the UNION involving interpretation or application of this Agreement shall be settled through the grievance and arbitration provisions of the Agreement. Employees shall exhaust their remedies through the grievance and arbitration provisions of this Agreement.

#### ARTICLE 9 NO STRIKE - NO LOCKOUT

The EMPLOYER agrees that it will not lock out its employees and the UNION agrees it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

#### ARTICLE 10 DISCHARGE OR SUSPENSION

The EMPLOYER shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the EMPLOYER must immediately notify the employee in writing of his discharge or

suspension and the reason therefor. Such written notice shall also be given to the shop steward and a copy mailed to the UNION office within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the EMPLOYER must give at least one (1) warning notice, when it is practicable to do so, of the specific complaint against such employee, in writing, and a copy of the same to the UNION and its shop steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

A discharged or suspended employee must advise his UNION in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the EMPLOYER, in writing, within ten (10) days from the date of discharge and/or suspension.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position, and compensated at his usual rate of pay for lost work opportunity. If the UNION and the EMPLOYER are

unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 7, within fifteen (15) calendar days after the above notice of appeal is given to the EMPLOYER.

#### ARTICLE 11 SEPARATION OF EMPLOYMENT

Upon discharge the EMPLOYER shall pay all money, including pro rata vacation pay, due to the employee.

Upon quitting, the EMPLOYER shall pay all money due to the employee, including pro rata vacation pay, on the pay day in the week following such quitting.

#### ARTICLE 12 UNION BULLETIN BOARD

The EMPLOYER agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Posting by the UNION on such bulletin boards are to be confined to official business of the UNION.

#### ARTICLE 13 NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any



employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.

Any employee member of the UNION acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the UNION so long as such acts do not interfere with the conduct of the EMPLOYER'S operation, nor shall there be any discrimination against any employee because of UNION membership or activities.

#### ARTICLE 14 WORK ASSIGNMENTS

The EMPLOYER agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see schedule attached), unless otherwise specifically provided for on this Agreement.

Employees shall be assigned to work in their primary classification when work is available.

When there is no work in an employee's particular classification, he will be

assigned to the next lowest classification where work is available without loss of pay.

Employees shall not be assigned to lower classified work while any lower classified employee is assigned to work in their particular classification.

#### ARTICLE 15 SAFETY

The EMPLOYER shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his supervisor. The supervisor will either determine and advise how the work can be performed safely or finding the work cannot be performed safely, will stop the work.

In the event an employee makes a complaint to his supervisor concerning an alleged unsafe or hazardous condition, the Supervisor must within five (5) days give a report in writing to the Superintendent setting forth the disposition of said complaint. Upon review of said report the Superintendent will review the matter and the Superintendent will make a final determination concerning same. If the

employee is not satisfied with the Superintendent's decision concerning the alleged unsafe or hazardous condition, a grievance may be commenced as set forth herein. The employees are subject to disciplinary action if they do not use Employers supplied safety equipment.

#### ARTICLE 16 NOTIFICATION TO THE UNION

The EMPLOYER will notify the UNION in writing of all promotions, demotions, transfers, suspensions, and discharges, within the bargaining unit.

The EMPLOYER will notify the UNION in writing prior to a layoff within the bargaining unit.

The EMPLOYER will provide the UNION with an updated list of covered employees showing name, address, classification, and social security number.

The EMPLOYER will notify the UNION of additions and deletions to the payroll of covered employees as they occur.

#### ARTICLE 17 PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90)

calendar days. During this probationary period the EMPLOYER reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. This period may be extended by mutual agreement for an additional thirty (30) days if necessary.

#### ARTICLE 18 SENIORITY

Seniority will mean a total of all periods of employment with the Borough of South Plainfield; except that an employee shall lose seniority rights for any one of the following reasons:

- A. Voluntary resignation
- B. Discharge for just cause.
- C. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The EMPLOYER may require substantiating proof of illness or accident.)
- D. Continuous layoff beyond recall period for reemployment outlined in

this Agreement.

#### ARTICLE 19 LAYOFFS AND RECALL

In the event the EMPLOYER reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, providing the senior employees can perform the remaining work available.

2. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.

3. A laid off employee shall have preference for re-call for a period of five years, or as provided in Civil Service.

4. The EMPLOYER shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the EMPLOYER hire from the open labor market while any employee has an unexpired term of preference for re-call provided the employee shall be qualified and capable of performing the work and is ready and willing and able to be re-called. The

EMPLOYER in making a determination as to an employee's qualifications or capabilities shall not be arbitrary.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Employees shall notify the EMPLOYER within five (5) working days of receipt of notification of intent to return to work within ten (10) working days from the date of notification.

#### ARTICLE 20 POST AND BID PROCEDURE

The EMPLOYER agrees to fill all job vacancies in accordance with New Jersey Department of Personnel Regulations.

#### ARTICLE 21 JOB CLASSIFICATION SHEETS

The EMPLOYER will prepare and make available to the UNION job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the EMPLOYER shall give the UNION a job classification sheet. The EMPLOYER agrees that in establishing new classification, the existing classifications at that time will not in any way be eroded. The UNION may recommend changes in the classification sheet and discuss with the EMPLOYER the hourly rate of pay.

#### ARTICLE 22 HOURS OF WORK

The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday, inclusive. There shall be no split shifts.

The schedule hours of work are shown below:

7:30 a.m. to 4:00 p.m., *summer hours shall consist from time change to time change and the scheduled hours of work will be 7:00 a.m. to 3:30 p.m.*

The EMPLOYER shall allow an unpaid one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work. The Employer also agrees to schedule a Fifteen (15) minute break after every four hours of work (two per eight hour shift).

The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period

whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The EMPLOYER agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work outside regular hours on any day, including Saturday, Sunday, and holidays. With conditions permitting and in accordance with the agreed procedures for call-in, two men will be called in as a safety precaution, based on the policies and procedures established by the EMPLOYER. Illustrations of such activities are as follows:

- A. Salting, trees fallen where they have to be cut up, T.L. down,  
Chemical Spills. \*\*

The EMPLOYER agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work



day or forty (40) hour in a work week.

#### ARTICLE 23 SNOW REMOVAL

The EMPLOYER agrees that any employee engaged in snow removal will be granted a one (1) hour rest period in each four (4) hours of work. This shall include a one-half (1/2) hour lunch period. Rest periods shall be administered by the supervisor so as to stagger them and permit coverage.

Provisions shall be made to have an additional person available for loading of sanders and salters.

#### ARTICLE 24 RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications, in accordance with the Table of Job Classifications, as attached hereto, and Rates of Pay in Schedule "A", which are attached hereto and made a part of this Agreement together with any and all amendments and supplements which are agreed to in the future and specifically incorporated by reference into this Article and Codification.

Employees hired in the laborer classification who do not receive the maximum rate of pay for the classification, shall receive the next higher increment rate at the beginning of each contract year until the employee receives the maximum rate of pay for the laborer classification.

ARTICLE 25 WORKING AT DIFFERENT RATES

*AS IS*  
#1) An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay in accordance with the following schedule:

- A. Two hours for all time up to 2 hours.
- B. Four hours for all time over 2 hours and up to 4 hours.
- C. Six hours for all time over 4 hours and up to 6 hours.
- D. Eight hours for all time over 6 hours and up to 8 hours.

#2) Daily assignments to higher classifications of work shall be considered temporary promotions.

*AS IS*  
Temporary promotions shall be offered to the qualified employee with the greatest employment seniority from within the next lower classification; if no such employee exists, then the offer shall be made to the qualified employee with the

greatest employment seniority from within the second next lower classification, etc.

There shall be an increase of \$25.00 per week additional compensation to building maintenance workers who work nights. There shall be a fifty (.50) cent per hour additional compensation for each hour devoted to the operation of a bucket truck.

*REVIS*

*Change of operators of*

*#3 goes here*

The Employer agrees to pay a one (\$1.00) <sup>2.00</sup> dollar per hour premium for the hours worked by any employee assigned to clean up a spill which is declared hazardous by any authorized governmental official.

The Employer agrees to pay an additional two hundred (\$200.00) dollars in 2001, 2002, 2003, 2004 and 2005 to Sewer Workers only, for hazardous duty pay.

ARTICLE 26 PREMIUM PAY

The EMPLOYER agrees to pay premium wages in accordance with the following rules:

One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the EMPLOYER in excess of eight (8)

hours in any twenty-four (24) hour period.

2. All hours spent in the service of the EMPLOYER on any Saturday.
3. All hours spent in the service of the EMPLOYER on any holiday in addition to eight (8) hours straight time holiday pay.
4. All time spent in the service of the EMPLOYER on any Sunday.
5. Whenever a snow assignment is uninterrupted and continues into the employee's next regularly scheduled work day, all hours worked during said assignment shall be at premium pay, until such time as the Mayor or his appointed representative determines that the roads are open. *with state of emergency*

The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment.

Overtime pay to employees working at the Borough Compactor and Compost area located in the landfill area shall be computed at one and one-half (1 1/2) times the straight hourly rate. In no event, however, to be greater than one and one half (1 1/2) times the straight hourly rate of heavy equipment operator. If any employee

is out sick on Friday, he shall not be entitled to overtime work at the Borough Compactor and Compost area on the following Saturday and Sunday regardless of his rotational privileges.

Double (2) times the straight time hourly rate shall be paid for all hours spent in the service of the Employer on Christmas Day, New Year's Day and Thanksgiving Day. This payment shall be in addition to normal holiday pay.

ARTICLE 27 PAY DAY

Employees will be paid all earnings by check *every other Thursday*.

Employees will be paid during the working hours.

When pay day falls on a holiday, then the preceding day will be pay day.

ARTICLE 28 LONGEVITY

All permanent, full-time employees are entitled to receive two (2%) percent longevity pay for each completed five (5) years of employment:

- At the end of the 5th year..... 2%
- At the end of the 10th year..... 4%

At the end of the 15th year..... 6%

At the end of the 20th year..... 8%

The EMPLOYER agrees to pay longevity entitlement in accordance with the following formula:

"Current Annual Salary, multiplied by total longevity percentage entitlement, equals total longevity pay." Longevity pay shall be considered as part of base wages for the purpose of computing overtime pay, holiday pay, vacation pay, sick pay and retirement.

Longevity entitlement is based on each employee's initial date of hire.

All Employees hired after 1/1/94 shall not be entitled to longevity.

#### ARTICLE 29 HOLIDAYS / PERSONAL DAYS

The EMPLOYER agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday

4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

Any holiday which falls on Saturday shall be celebrated the preceding Friday.

Any holiday which falls on Sunday shall be celebrated the following Monday.

In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall enjoy an additional day off. \*\*

All Employees shall be *granted Three (3) personal days per year* per year, to be taken during the calendar year in which it is accrued. There will be no required notice for the utilization of personal days, however personal days shall be subject to

the approval of the superintendent, after his determination that there will be adequate coverage of departmental function and duties for the requested day. Personal Days shall be taken in increments of not less than 1/4 day. Unused personal days may not be carried forward to the next calendar year and shall be forfeited if not used.

### ARTICLE 30 VACATIONS

Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st of the preceding year.

Vacation pay shall be based on forty (40) hours straight time pay for the employee's classification.

Vacation may be scheduled throughout the calendar year.

Preference for selection shall be awarded employees in order of greatest total employment seniority in the bargaining unit, subject to supervisory determinations as to adequate coverage of departmental functions and duties.

In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.



Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

Unused vacation time may be taken in the following calendar year.

Employees shall not normally be required to return to work while on vacation.

Employees shall be required to give twenty-four (24) hours prior notice to EMPLOYER before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent after his determination that there will be adequate coverage of departmental function and duties for the requested day.

#### ARTICLE 31 VACATION SCHEDULE

On completion of 6 months, employee is entitled to 1 day for each month worked, up to 1 year	= 12 days w/pay
On completion of one (1) year	= 12 days w/pay
On completion of two (2) years	= 12 days w/pay
On completion of five (5) years	= 15 days w/pay
On completion of ten (10) years	= 18 days w/pay
On completion of fifteen (15) years	= 21 days w/pay

On completion of twenty (20) years = 24 days w/pay

On completion of twenty-five (25) years = 27 days w/pay

*Carryover as per Borough ordinance (Maximum of Ten (10) days per any given year. All those who are above the maximum carryover shall be given Five (5) years from the signing of this agreement to exhaust the overage of time. The maximum allowable amount for new employees shall be Twenty Three (23) Days.*

ARTICLE 32 SICK LEAVE

(One paid sick day for each month completed in the first year)

On completion of one (1) year = 12 sick days w/pay

On completion of two (2) years = 15 sick days w/pay

On completion of five (5) years = 15 sick days w/pay

On completion of ten (10) years = 15 sick days w/pay

On completion of fifteen (15) years = 15 sick days w/pay

On completion of twenty (20) years = 15 sick days w/pay

On completion of twenty-five (25) years = 15 sick days w/pay

Unused sick days shall be accumulated from year to year, said accumulation shall be restricted to use of sick leave days for sick leave purposes.

All Employees on the payroll prior to 1/1/94 shall enjoy the same sick time

buy back as in the past.

All Employees hired after 1/1/94 shall only be entitled to a maximum Fifteen Thousand Dollar buy back of sick time upon retirement.

### ARTICLE 33 HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employee and eligible dependents health care insurance as follows:

1. Comprehensive hospital, surgical and major medical subject to
  - A. \$100.00 Deductible
  - B. 90/10 Co-Insurance
  - C. \$1,000,000.00 lifetime maximum major medical.
  
2. Dental Insurance
  - A. 100% for preventative and diagnostic
  - B. 80% for remaining basic services
  - C. 80% for crowns prosthodontic and orthodontic services
  - D. Maximum per year patient \$1,000.
  - E. Lifetime maximum per patient for orthodontics \$800.

The employer agrees to pay the full costs for the above described health care insurance program. The Borough further agrees that if at anytime there is a change of carriers the benefits will be equal to or better than the current benefit structure.

3. Prescription Drugs

A. \$5.00 Co-pay for brand name drugs ~~10 10 10~~

B. \$2.00 Co-pay for generic substitute drugs / 3

C. \$0.00 Co-pay for maintenance drugs supplied through the mail order service.

Employees and eligible dependents shall be entitled to receive at the time of retirement, comprehensive hospital, surgical and major medical, as described above, at a cost assumed by the employer and in accordance with the provision of the resolution adopted by the Mayor and Council on February 23, 1981.

*Employees or their spouse shall receive One Hundred and Forty Dollars (\$140) dollars every year to be used by said employee or spouse for an annual eye exam and the purchase of glasses.*

EMPLOYER shall pay up to one hundred (\$100.00) for replacement of such eyeglasses when same are damaged by employee on the job.

EMPLOYER agrees to notify employees prior to any change in the Borough's

*my eye change  
1989*

health care policies, which may adversely affect said employees' coverage.

#### ARTICLE 34 GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System *as well as health benefits listed in Article 33 for the employee and their spouses.*

Pension benefits shall be based on regular straight time wages, longevity pay, and any other compensation entitlement.

#### ARTICLE 35 SPECIAL LICENSES

The EMPLOYER shall pay the fee for the grant or renewal of any special license, including an articulated license if required by law, other than motor vehicle driver's license which the employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

#### ARTICLE 36 FUNERAL LEAVE

The EMPLOYER agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family. The employee's

immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, grandparents and grandchildren of employee or spouse. (This provision also applies for any other relative who has continuously resided with the employee for at least one (1) year prior to death).

Funeral leave with pay shall not exceed *Five (5)* working days.

Employee shall be granted a leave *for three (3)* day in the event of the death of a brother-in-law, sister-in-law, cousins and aunt or uncle.

In all cases, the EMPLOYER may request submission of proof.

#### ARTICLE 37 JURY DUTY

An employee who is called to jury duty shall immediately notify the EMPLOYER.

An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he is in attendance at Court for jury duty service, regardless of the employee's shift.

The EMPLOYER agrees to pay the employee regular wages in addition to

jury duty service fees paid by the municipal, county, state or federal government.

### ARTICLE 38 MILITARY LEAVE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from the military service leave, an employee shall resume all his former employment service credits together with such improvements as he would have gained had he not entered military service, so that in no event will his employment service credit status be less than that provided by applicable government laws and regulations.

### ARTICLE 39 UNIFORMS

\*\*

The EMPLOYER shall provide to each employee the *sum of Eight Hundred and Twenty Five Dollars (\$825.00) for the first year of the agreement and every year thereafter shall increase by Fifty Dollars (\$50.00) each year of the agreement*, to be paid no later than Feb. 1st of each year, as and for a clothing and

shoe allowance; employees shall utilize said clothing allowance in the purchase of work clothing and shoes of a quality as specified by EMPLOYER.

As a condition of this uniform allowance, employees shall be required to purchase a standard summer shirt, standard winter shirt as well as an optional orange shirt. which shall be worn at all times during working hours. The employee will be required to keep the shirts clean and in good condition. The shirts and color will be determined by the Superintendent.

Additionally, as a condition of this uniform allowance, employees shall be required to purchase steel tip work boots or shoes which shall be worn at all times during working hours. Employees who fail to wear uniforms shall be sent home with no pay for the day after receiving "two" written warnings.

#### ARTICLE 40 SANITARY CONDITIONS

The EMPLOYER agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.



## ARTICLE 41 LIE DETECTOR TEST

The EMPLOYER shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

## ARTICLE 42 COMPENSATION CLAIMS AND DISABILITY PROGRAM

1. The EMPLOYER shall provide workmen's compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the EMPLOYER shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

2. Effective upon the signing of the Collective Bargaining Agreement the Borough will commence the process of enrolling in the State Disability Plan. Should the EMPLOYER be unable to enroll the members of Local 866 in this plan, the Borough agrees to contribute six dollars and fifty cents (\$6.50) per month (as provided in the State Disability Plan) to a private plan. Any increase of EMPLOYER contribution under the State Disability Plan shall be added to the six dollars and fifty cents per month.

#### ARTICLE 43 PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of unions party to this Agreement, except as to extreme emergency conditions.

#### ARTICLE 44 SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of any supplements or riders

thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either EMPLOYER or UNION for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

If any article or section of this Agreement is inconsistent with any applicable provisions of Title (4) of the New Jersey Administrative Code entitled "Civil Service Rules", as amended and supplemented, the latter shall prevail.

#### ARTICLE 45 FULLY BARGAINED AGREEMENT

A. The EMPLOYER and the UNION agree that this Agreement is the complete agreement between them and that no other understandings or agreements during the term of this Agreement unless agreed to in writing between the EMPLOYER and the UNION subsequent to the date of execution of the Agreement.

B. The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which 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 of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The UNION for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement, except as provided in paragraph E. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the UNION and other organizations, irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 46 ENTIRE AGREEMENT

This Agreement is intended to represent the entire Agreement between the parties and no verbal or written representations by any agent of the EMPLOYER shall be considered binding upon the EMPLOYER.

ARTICLE 47 TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2001 to and including December 31, 2005, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration

ARTICLE 48 PRESCRIPTION PLAN

\*\*

The Borough shall extend to the UNION a prescription plan fully funded by the Borough of South Plainfield, having a Five Dollar (\$5.00) deductible, which said plan shall be obtained through the auspices of the Borough's existing medical-

surgical insurance carriers, and shall constitute an extension of the Borough's existing plan presently being extended to the UNION.

\$5.00 deductible for Name brand drugs, \$2.00 deductible for Generic brand drugs, and a \$0.00 deductible for Mail Order maintenance drugs.

#### ARTICLE 49 EATING FACILITIES

Upon selection by the UNION, in conjunction with the EMPLOYER, of a suitable and sanitary site within the existing Public Works Department buildings, the EMPLOYER will provide a suitable and sanitary area for those employees desiring to bring in their own meals to eat on Public Works Department premises. It is not the intention of this provision that the EMPLOYER provide cooking facilities or meals to the employees of the UNION.

#### ARTICLE 50 TERMINAL LEAVE

Employees of the UNION shall have rights with regard to terminal leave as defined in existing Borough Ordinances and their amendments and supplements.

#### ARTICLE 51 SNOW DAYS

The EMPLOYER agrees to provide employees of the UNION with time off for time worked on days that the Mayor closes Borough Hall because of snow conditions, provided further, however that such time off is taken by the employee of the UNION within six (6) months of the date of the Borough Hall closing. Such time off will be given to the employee based on the Superintendent's determination that there is adequate coverage of departmental functions and duties.

#### ARTICLE 52 AGENCY SHOP

The EMPLOYER agrees to allow the UNION to adopt the provisions of the AGENCY SHOP LAW, which said law was duly adopted 1980 to be effective July 1, 1980. Accordingly, the EMPLOYER shall deduct 85% of the current dues from non-members of the bargaining unit to effect said Agency Shop provisions.

#### ARTICLE 53 OPERATIONS

It is understood and agreed that at no time shall any employee conduct scavenging operations within or about the Landfill site located in the Borough of



South Plainfield.

ARTICLE 54 RATES OF PAY SCHEDULE

The rates of pay for employees are set forth in the specific Salary and Wage Ordinance adopted by EMPLOYER for the term of the recent contract negotiations and said Ordinance is hereby incorporated by reference into this codification and is affixed hereto as Schedule B, Rates of Pay.

SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,  
caused their presents to be signed by their proper officers and their corporate seals  
to be hereto affixed the day and year first above written.

LOCAL UNION 866, Affiliated with  
the International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen  
and Helpers of America

ATTEST:

Richard Zepka

BY: [Signature]

DEPARTMENT OF PUBLIC WORKS,

Negotiating Committee

WITNESS:

[Signature]

BY:

Daniel J. Gallagher  
Daniel J. Gallagher  
Mayor, Borough of South Plainfield

ATTEST:

[Signature]  
Vincent Buttiglieri  
Municipal Clerk

SCHEDULE A - Wage increases as agreed.

2001

2.75% + \$1,000 + \$350.00

2002

3.5%

2003

3.5%

2004

3.5%

2005

3.5%

See attached wage ordinance 1590A.