

AGREEMENT

between

BOROUGH OF ALLENDALE,
COUNTY OF BERGEN

and

TEAMSTERS LOCAL 11

JANUARY 1, 2009 through DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT, made and entered into as of the 1st day of January 2009, is between the Borough of Allendale, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Local 11, affiliated with the International Brotherhood of Teamsters, a labor organization with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey 07508, hereinafter referred to as the "Union", and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

WITNESSETH:

WHEREAS, it is the intent and desire of the parties hereto to foster and promote sound, stable and peaceful labor relations between the Borough and its employees covered by this Agreement; and

WHEREAS, it is further the intent and desire of the parties to establish harmonious relationships to the end that continuous and efficient service will be rendered to the mutual benefit of the parties hereto;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

A. The Borough of Allendale hereby recognizes the Union as the sole and exclusive bargaining agent for all blue collar employees employed in the Department of Public Works and Water Utility, inclusive of crew chief(s), temporary, seasonal and part-time employees, as defined in this Agreement, but exclusive of foreman, white collar employees, confidential employees, managerial executives, police employees, other supervisory employees, and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government 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 to time be determined by the Borough.

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

3. To make and modify such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees and the Union.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough and to direct the work of such employees in all respects.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard 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 Borough.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Borough's rights, responsibilities and authority under R.S. 40A: 1-1 et seq. or any other national, state, county or local law or regulations.

ARTICLE III

NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, marital status, gender, national origin, ancestry, sexual orientation, age, disability or any other status protected by law.

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

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support--and none of its members will take part in any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. Withdraw dues deduction privileges; and/or
2. Terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned. The Union will not support any such action by any employee or group of employees of the Borough; will publicly disavow such action; and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to resolve at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of Borough management.

C. The term "grievance" as used herein means a dispute between the Union and the Borough concerning the interpretation or application of the terms of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The aggrieved or the Union shall initiate a grievance verbally under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the grievance is not resolved at Step One within five (5) working days of the initial discussion with the Department Head, the aggrieved or the Union may present the grievance in writing within ten (10) working days thereof to the Director of Operations.. The written grievance at this Step shall contain the relevant facts, the applicable Section of this Agreement allegedly violated, and the remedy requested by the grievant. The Director of Operations or his/her designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Director of Operations, such appeal shall be presented in writing to the Mayor and Council within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond, in writing, to the grievance within ten (10) working days after the Council meeting following the submission.

Step Four: a) Should this grievance remain unresolved after Step Three, both sides shall submit any open unresolved issues in writing to a third party selected by the New Jersey Mediation Board for an advisory non binding decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

b) If the third party decision fails to resolved the issue or issues in dispute to the satisfaction of both parties, the matter shall be submitted to an arbitrator selected by the parties from the arbitration panel maintained by PERC, provided the grievance concerns a potential violation or interpretation of the terms of this Agreement.

E. Upon prior notice to and authorization of the Borough, a designated Union representative shall be permitted to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VI

DISCIPLINE

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

1. verbal or written reprimand
2. suspension with or without pay
3. termination

B. The Borough may, in its sole discretion, utilize any or all of the above types of discipline.

C. Employees shall have the right to have a representative present at the employee's request at any disciplinary meeting. A copy of the written record of any disciplinary actions shall be given to the Shop Steward and such written record shall be mailed or telecopied to the local Union office.

D. No employee shall be disciplined or discharged except for just cause. Discipline or discharge for inadequate or poor quality is for just cause unless the employee has not been counseled or did not commit the act.

ARTICLE VII

UNION MATTERS

A. The Borough agrees it will effect the following form of Union Security:

(1) All present employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Union will pay a Representation Fee as set forth hereafter.

(2) It is agreed that at the time of hire, newly hired employees who fall within the bargaining unit will be informed by the Shop Steward that they have the chance to join the Union thirty (30) days thereafter or pay to the Union a Representation Fee.

B. The Borough will notify the Union of any newly hired employees within fifteen (15) days of the employees' starting date.

C. After receipt of written authorization from each individual employee, the Borough agrees to deduct from the wages of its employees, by means of a check-off pursuant to the provisions of N.J.S. 52: 14-15.9e, the dues uniformly required by the Union. Such deductions shall be made from the second wage payment to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

D. If during the term of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to 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 Union and signed by the President of the Union advising of such changed deduction. The total amount deducted shall be paid to the Union within thirty (30) calendar days after such deduction is made.

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

F. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice 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.

G. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

H. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union 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.

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

J. 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 Union 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 and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

K. Prior to January 1st and July 31st of each year, the Union 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.

L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. 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.

M. The Union shall indemnify, defend and save the Borough, its employees,

representatives, elected officials, and agents 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 Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until their designated quitting time. It may be necessary to employ different starting times and alternative shifts for different groups of employees from time to time. However, starting times and shifts will not be changed except upon reasonable advance notice to the employees; provided that such advance notice is practicable under the circumstances. The Borough and the Union agree that the work week shall be defined as Monday through Friday, eight (8) hours per day.

B. Employees shall be given one (1) paid fifteen (15) minute break and one forty-five (45) minute meal period (the first fifteen (15) minutes of which shall be paid and the remaining thirty (30) minutes of which shall be unpaid) per eight (8) hour shift.

C. Overtime is any approved time worked over and above the hours worked in a normal workweek. "Hours worked" shall be as defined by the Fair Labor Standards Act, except that, for the purpose of this Article, all paid days off shall be counted as "time worked" for the purpose of calculating overtime. The Borough will require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

1. The Borough will post the overtime schedule in order of seniority. If an employee requests to cancel their scheduled overtime by advising their respective department head, then the Director of Operations will assign such overtime in the reverse order of seniority. This will allow the Director of Operations to insure that scheduled overtime is distributed across employees in the department.

D. For emergency situations where short notice is given, employees will be expected to work overtime. "Emergency situation" shall mean an unplanned or unanticipated event. Refusal to

work overtime without valid reason may be cause for disciplinary action.

E. Unauthorized working of overtime may be Cause for disciplinary action.

F. 1. Employees regularly scheduled to work less than forty (40) hours per week shall receive straight time pay for all hours worked up to forty (40) hours worked per week.

2. Employees working in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their base hourly rate of pay for all such hours worked.

3. Employees working on Saturday shall be paid at a rate of one and one-half (1 1/2) times their base hourly rate of pay for all such hours worked.

4. Employees working on Sunday or a Holiday shall be paid at the rate of two times their base hourly rate of pay for all such hours worked.

5 Overtime must be approved in advance by the employee's Department Head, except in the case of an emergency as verified by the Director of Operations.

G. When an employee is called back to work and is not on standby, he/she shall receive a minimum of two (2) hours compensation, so long as the recall is not contiguous with the employee's regularly scheduled work shift.

H. Whenever an employee is required to work a minimum of four (4) hours overtime contiguous with their regularly scheduled shift, they shall be entitled to \$10.00 for breakfast or lunch, or \$12.00 for dinner, whichever is applicable.

ARTICLE IX

STANDBY

A. All Department of Public Works and Water Utility employees may be assigned to “standby” duty on a weekly basis as needed. Any standby schedule shall be prepared by the Borough a minimum of fifteen (15) days prior to the start of such schedule. Standby shall be scheduled on a rotating basis in order of seniority. During standby duty, employees shall provide to the DPW Superintendent, or his designee, a telephone number and cell phone number where he/she can be reached at all times.

Effective January 1, 2009, employees on standby duty shall be compensated at the rate of \$200 per week for each week assigned to standby duty.

B. All Department of Public Works and Water Utility employees shall be paid for such overtime hours as may be actually worked, in addition to receiving standby pay as provided in Section A above.

ARTICLE X

SALARIES AND WAGES

A. Effective as of January 1, 2009, and for each year of this Agreement, the salary of all employees covered by this Agreement shall be as set forth in **Schedule "A"** attached hereto.

B. Effective as of January 1, 2009, the starting salary for any employee hired during the term of this Agreement shall be not less than \$33,000/per year. All new hires shall receive a 3.5% increase annually.

"SCHEDULE A"

Code #	2009 Salary	2010 Salary	2011 Salary	2012 Salary
001	\$33,000.00	\$34,155.00	\$35,350.43	\$36,587.69
002	\$35,067.74	\$37,332.89	\$39,643.35	\$42,000.00
003	\$35,067.74	\$37,332.89	\$39,643.35	\$42,000.00
004	\$35,935.96	\$38,244.18	\$40,598.56	\$43,000.00
005	\$41,811.25	\$44,486.97	\$47,216.20	\$50,000.00
006	\$43,335.62	\$46,166.75	\$49,054.51	\$52,000.00
007	\$43,966.51	\$46,591.49	\$49,268.97	\$52,000.00
008	\$44,654.47	\$47,381.41	\$50,162.89	\$53,000.00
009	\$45,766.30	\$48,129.24	\$50,540.86	\$53,000.00
010	\$45,766.30	\$48,129.24	\$50,540.86	\$53,000.00
011	\$45,766.30	\$48,129.24	\$50,540.86	\$53,000.00
012	\$46,588.81	\$48,683.70	\$50,820.48	\$53,000.00
013	\$51,238.96	\$53,129.30	\$55,049.49	\$57,000.00
014	\$64,020.00	\$65,220.00	\$66,420.00	\$67,620.00
015	\$64,020.00	\$65,220.00	\$66,420.00	\$67,620.00

**Employee Starting Salary would stay constant over the 4 year term of the contract.
New hires will then receive a 3.5% increase annually.**

Example of the starting salaries over the 4 year term with the 3.5% increase.

2009	Hired in	\$33,000.00	\$34,155.00	\$35,350.43	\$36,587.69
2010	Hired in	xxxx	\$33,000.00	\$34,155.00	\$35,350.43
2011	Hired in	xxxx	xxxx	\$33,000.00	\$34,155.00
2012	Hired in	xxxx	xxxx	xxxx	\$33,000.00

ARTICLE XI

VACATIONS

A. Each full-time employee shall be granted a vacation in accordance with the following schedule:

YEARS OF SERVICE	VACATION
1 st year of service	.83 days credit for each full month of service from the date of hire until December 31st, up to a maximum of ten (10) days.
2 nd - 5 th year of service	Ten (10) days
6 th - 7 th year of service	Sixteen (16) days
8 th - 9 th year of service	Seventeen (17) days
10 th - 11 th year of service	Eighteen (18) days
12 th - 13 th year of service	Nineteen (19) days
14 th - 24 th year of service	Twenty (20) days
25 years or more of service	Twenty-five (25) days

B. 1. Vacation days shall be credited as of January 1 for the following calendar year for all full-time employees on the payroll as of January 1 of the new year.

2. By January 31, all employees will receive notice of their vacation entitlement for the current calendar year.

C. All vacations must be scheduled and approved by the Department Head. Employees seniority will be given first preference in assignment of vacations so far as possible.

D. An employee who resigns his employment with the Borough with a minimum of two weeks' advanced notice to the Borough shall be entitled to receive pay for that portion of his accrued but unused vacation time. An employee whose employment is involuntarily terminated by the Borough shall be paid for his/her accrued, but unused vacation time.

E. Vacation days shall accrue on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty percent (50.0%) of his or her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned in this section (e.g. vacation leave, holidays).

F. Employees will not be permitted to take vacation leave before completion of the probationary period. Employees hired after September 30th are not entitled to take vacation in that calendar year.

ARTICLE XII

HOLIDAYS

A. The Borough recognizes certain days during the year as paid holidays for its employees. Normally on such holidays employees are granted the day off unless the business requirements of the Borough necessitates their working, in which event they shall be notified in advance by their supervisors. Employees working on any of the recognized holidays shall receive double time for all hours worked on the holiday, in addition to their regular holiday pay.

B. The following ten (10) days shall be recognized by the Borough as paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day.
Holiday pay shall be paid at eight (8) hours pay at the employee's regular hourly rate.

C. A holiday falling on Sunday will be celebrated on the following Monday. When a holiday falls on Saturday, it shall be observed the prior Friday.

D. On an annual basis, designated holidays are officially established by the Borough. Any additional holiday granted to other Borough employees not in a bargaining unit shall be granted to members of this bargaining unit.

E. To be eligible to receive holiday pay, an employee shall work his/her full regularly scheduled work day before the holiday and his/her regularly scheduled work day after the holiday, unless the employee has been excused by the Department Head or unless the Department

Head is satisfied that the absence was justified.

ARTICLE XIII
PERSONAL DAYS

A. All full-time employees shall be entitled to four (4) personal days per calendar year, which shall be earned at the rate of one (1) day for each three calendar months worked. Personal days shall not accumulate from year to year.

B. Personal days must be approved in advance by the Department Head. Application for a personal day must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the work day. Personal leave will not be granted if it interferes with the manpower needs of the Borough.

ARTICLE XIV

SICK LEAVE

A. Sick leave is hereby defined to mean absence from work by an employee by reason of personal illness or injury.

B. An employee who is absent for reasons that entitle him or her to sick leave shall notify the Department Head promptly, but not later than one (1) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of .83 sick days per month in the first calendar year of employment and ten (10) working days annually in every calendar year of employment thereafter. Sick days shall not accumulate from year to year. An absence of more than seven (7) calendar days, when properly reported and when documented by a certificate of a physician in the form prescribed by the Borough, shall not count against the ten (10) sick days with coverage provided by disability insurance.

D. The Borough shall continue the disability insurance coverage currently in effect provided at full salary for ninety (90) days and $66 \frac{2}{3}$ salary for a maximum of two (2) years.

E. A certificate of a physician in attendance may be required as proof of need of the employee's sick leave in the event:

1. The employee displays a pattern of absences, which may include, but is not limited to: taking one or two days repeatedly over a several month period, regularly exhausting paid sick leave before the middle of a calendar year, or using paid sick leave in order to delay the start or hasten the end of the workday; or

2. The employee takes a sick day before and/or after a holiday, vacation or inclement weather closure.

F. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one half (1/2) day.

G. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday leave, etc.).

H. All full-time employees are eligible for the following sick leave incentive, based on attendance for all regularly scheduled work days:

Absent	<u>Incentive, based on regular pay</u>
0 to 1 day	5 days' pay
up to 2 days	4 1/2 days' pay
up to 3 days	4 days' pay
up to 4 days	3 1/2 days' pay
up to 5 days	3 days' pay
up to 6 days	2 1/2 days' pay
up to 7 days	2 days' pay
up to 8 days	1 1/2 days' pay

This incentive shall run from January 1 to December 31 of a calendar year. Any employee hired during that period will qualify for recognition on a prorated basis. Any employee whose employment terminates during the calendar year is ineligible for the incentive. Employees absent on

a Workers' Compensation leave of absence shall not have these days deducted from eligible days.

ARTICLE XV
BEREAVEMENT LEAVE

A. In the event of the death in the employee's immediate family, the employee shall be entitled to three (3) days paid funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral, unless otherwise agreed to by the Director of Operations or his/her designee.

B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, step-child, brother, sister, step-parents or grandparents.

C. The Director of Operations in conjunction with the Department Head, may in the Borough's sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family. The granting of the additional day shall not be discriminatorily applied.

D. The employee, with the approval of the Director of Operations, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days or personal days), other than sick leave.

ARTICLE XVI

JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions.

B. An employee called for jury duty shall be paid the regular rate of pay providing:

1. The employee notifies the Department Head Director of Operations immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/or other time off from Borough employment, and;
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

C. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11 :00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XVII
MILITARY LEAVE

A. All bargaining unit employees shall be entitled to Military Leave in accordance with State and federal Statutes.

ARTICLE XVIII

ABSENCE WITHOUT LEAVE

A. Absence without notification for three (3) consecutive scheduled workdays shall constitute a resignation.

ARTICLE XIX

HOSPITAL AND MEDICAL INSURANCE

A. The Borough agrees to continue the medical insurance, dental insurance, disability insurance, life insurance, and workers' compensation insurance coverage applicable to all other Borough employees, including employee contributions or co-pay.

B. The Borough shall have the right to change carriers so long as the same, similar or better benefits are provided and the Borough gives the Union a minimum of thirty (30) days notice before implementing the new carrier. The Borough currently provides medical insurance and dental insurance through the New Jersey State benefit plans.

C. The Union agrees that the Borough may reopen bargaining, and that it will participate in bargaining, during the term of this Agreement for the sole purpose of negotiating an employee contribution rate to hospital and medical insurance only in the event that the Borough requires such contributions from any other Borough employees.

ARTICLE XX
PERSONNEL FILES

A. The Borough shall establish personnel files or confidential records which shall be maintained under the direction of the Borough Clerk/Administrative Office or the Director of Operations.

B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Borough or his designee any written evaluation reports or written complaints which may be contained in his personnel file. Upon request, an employee shall receive, within a reasonable time, a copy of any document in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file; a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so desires.

ARTICLE XXI

UNIFORMS AND SAFETY EQUIPMENT;

LICENSES

A. The Borough agrees to provide all bargaining unit members with the prescribed Borough uniform. As of the signing of this contract, each employee and new hires hereafter shall receive one (1) pair of coveralls to be replaced as needed. At the sole and exclusive discretion of the Borough, summer uniforms, including, but not limited to shorts, tee shirts and pants, may be authorized, and if so authorized, will be paid for by the Borough.

B. The Borough shall provide safety equipment as required in the sole discretion of the Borough for safe performance on the job, i.e., steel-toed shoes, work gloves, safety glasses, orange vests, hard hats, ear protectors, back belts, and seat belts. Employees shall use such equipment in conformance with safety regulations at all times or be subject to discipline.

C. The Borough shall purchase each full-time employee, at his/her choice, either a winter jacket, winter jacket and bib overall set or a winter coverall, and replace such worn or damaged garments as reasonably necessary in Borough's discretion.

D. All new and/or renewal licenses must be approved, in writing, in advance by the Borough. Such approval shall be in the sole and exclusive discretion of the Borough. However, when so approved, any fees associated with the same shall be paid for by the Borough.

E. Any and all classes required to obtain a license or a license renewal shall be taken during normal work hours. In the event that an employee is required to attend

classes outside of normal work hours, the employee shall receive compensatory time off or compensation at regular rates of pay, at the discretion of the Borough. All such classes, including hours of attendance, must be approved in writing, in advance, by the Borough.

ARTICLE XXII

BULLETIN BOARD

The Borough will provide the Union with a bulletin board for posting notices pertaining to the Union and its members or other notices mutually agreed to by the Borough and the Union. Such notices shall not contain information or statements derogatory to the Borough or any of its officers or employees.

ARTICLE XXIII

SHOP STEWARD

1. The Union may elect or select one shop steward from among the bargaining unit employees. Shop stewards shall have the authority to report grievances and violations of the Agreement in the manner provided under the Grievance and Arbitration Procedure. The shop steward shall not call, direct or encourage any strike, work stoppage or other cessation of work or interference with the Borough's business. The Union shall advise the Borough in writing of the name of its shop steward and shall promptly notify the Borough of any change in shop steward.

2. With prior consent from the Director of Operations or Superintendent or Assistant Superintendent, which shall not be unreasonably withheld, the shop steward may be permitted to investigate, present and process grievances on Borough property without loss of pay. Such time shall be counted as hours worked in computing overtime.

3. The shop steward shall have seniority preference for layoff purposes only; provided he/she is qualified to perform the available work.

ARTICLE XXIV

SENIORITY

1. The seniority of an employee is hereby defined as the period of continuous service as a full-time employee dating from the most recent date of hire. The Borough will forward to the Union within thirty (30) days of the date of this Agreement, a seniority list for the Water Department and a seniority list for the Public Works Department showing the names of all bargaining unit employees and their seniority. These lists shall be updated annually in the month of January.

2. The seniority of an employee as defined in this Article shall be a factor for consideration in the case of layoffs or recalls from layoff. Other factors for consideration will be the employee's training, experience and ability to perform the work required by the Borough.

3. Other than employees covered by Article XXVI of this Agreement, new employees retained beyond the probationary period shall be considered regular employees; their length of service with the Borough shall begin with the original date of hire; and their names shall be placed on the applicable seniority list.

4. Seniority will be broken and an employee will lose his/her seniority ranking for the following reasons: (i) resignation; (ii) retirement; (iii) discharge for just cause; (iv) failure to return to work within five (5) working days after notice of recall from layoff has been sent by certified mail; (v) failure to report to work for three (3) or more scheduled workdays without reporting the reason to the Borough; (vi) failure to return to work upon expiration of a leave of absence; (vii) layoff in excess of the period equal to the employee's seniority or one (1) year, whichever is shorter; and (viii) death.

5. The time during which an employee is on a leave of absence or on layoff status (either of which exceeds six (6) months) shall not be considered as continuous service time for the purposes of calculating seniority under this Article. Therefore, if an employee is recalled from layoff or returns from a leave of absence (either of which exceeds six (6) months), his/her seniority shall be no greater than that which he/she had on the date of his/her layoff or the date he/she commenced the leave of absence.

6. The first ninety (90) days of employment for all new employees shall be considered a probationary period. During the probationary period, the Borough may discharge the employee for any reason whatsoever, and neither the probationary employee, nor the Union on his/her behalf, shall not have recourse to the grievance and arbitration procedure. The parties may mutually agree to extend an employee's probationary period for up to an additional thirty (30) days. The Borough will document any agreed upon extensions of the probationary period and provide a copy to the Union.

7. In the event that two (2) or more employees commence employment on the same day, they each shall be granted a seniority ranking alphabetically on the applicable list on the basis of their last names. If the last names are identical, then a coin flip will be used.

ARTICLE XXV

CREW CHIEFS, TEMPORARY, SEASONAL AND PART-TIME EMPLOYEES

A. Temporary Employees - A temporary employee is one who is hired to work forty (40) hours per week, for a period of up to a maximum of six (6) months and is so informed at the time of hire. This time limit of six (6) months may be extended by agreement of the Borough and the Union. A temporary employee be required to join the Union, will be covered under this Agreement, and may be terminated at any time, and such termination shall not be subject to the Grievance and Arbitration provisions of this Agreement. Any temporary employee so terminated, shall not be entitled to receive medical benefits, sick leave benefits, vacation benefits are personal days. Any temporary employee retained beyond six (6) months in any calendar year, shall be considered a regular employee with all of the benefits of this Agreement and shall be required to join the Union. His/her seniority date shall be his/her most recent date of initial temporary hire. A temporary employee shall be so designated at the time of hiring.

B. Seasonal Employees – A seasonal employee is one who is hired to work during all or part of the following time periods:

- (i) May 1st through September 15th of any year;
- (ii) “Holiday” periods (not to exceed two (2) weeks’ duration);
- (iii) “School” breaks.

While seasonal employees will be covered by this Agreement, they shall not be entitled to receive medical benefits, sick leave benefits, vacation benefits, or personal days, and they will be subject to a ninety (90) working day probationary period. A seasonal employee shall be so designated at the time of hiring.

C. Part-time Employees – A part-time employee is one who is employed for twenty-four (24) hours or less per week. While part-time employees will be covered by this Agreement, they shall not be entitled to receive medical benefits, sick leave benefits, vacation benefits or personal days.

D. Crew Chief(s) – A crew chief is an employee designated, at the sole and exclusive prerogative of the Borough, to undertake, in addition to his/her regularly assigned duties and responsibilities, such additional supervisory duties and responsibilities as the Borough may, in its sole and exclusive discretion, assign to such individuals. The Borough may designate up to three (3) employees within the Department of Public Works and/or Water Utility to serve as crew chief(s).

No full-time employee shall be laid off or suffer a reduction in regular hours as a result of the use of temporary employees. No temporary employees may be hired while employees are on layoff, except if a laid off employee is offered, and declines, temporary employment.

E. Employees hired primarily for the purpose of regularly performing weekend mulch-area work shall not be required to join the Union, and do not work more than sixteen (16) hours per week.

ARTICLE XXVI
FILLING PERMANENT VACANCIES

In selecting employees to fill vacancies for new jobs within the bargaining unit on a permanent basis, the Borough will give preference to seniority where skill, ability and training are otherwise equal. Notice of such openings inclusive of job description and salary, within the bargaining unit will be posted for five (5) working days. Information concerning job openings

will be made available to employees who are not scheduled during the five (5) working days and who call the Director of Operations or his/her designee. In the event the Borough modifies the job description, the position will be reposted to reflect such change. This provision applies exclusively to new positions and does not apply to existing positions within the Department of Public Works and Water Utility.

ARTICLE XXVII
ACCESS TO BOROUGH FACILITIES

Authorized representatives of the Union shall be permitted to enter the Borough's facilities during regular business hours on reasonable advance notice to the Director of Operations or his/her designee for the adjustment of disputes, grievances or any other matters that require their presence. Such visits shall not interfere with the normal duties of employees or the operation of the Borough's business.

ARTICLE XXVIII
TRAVEL REIMBURSEMENT

In the event the Borough requires an employee to travel outside the Borough to conduct Borough business or to attend training, the Borough will, in its sole discretion, either: (i) provide the employee with a Borough vehicle to facilitate such travel; or (ii) reimburse the employee for the use of his/her personal vehicle at the maximum deductible rate permitted by the United States Internal Revenue Service.

ARTICLE XXIX
SEPARABILITY AND SAVINGS

A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXX

FULLY. BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Union and the Borough, for the life of this Agreement, voluntarily and unqualifiedly waive all bargaining rights, and each party agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of 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 in arbitration hereunder or otherwise. The parties, for the life of this Agreement, hereby waive any rights to request or negotiate or bargain with respect to any matters

contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXI

DURATION

A. This Agreement shall become effective as of January 1, 2004 and shall terminate on January 1, 2008. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of proposed changes. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.