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Princeton, Borough of

1986 - 1988

AGREEMENT

BETWEEN

THE BLUE COLLAR WORKERS UNIT

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

and

THE BOROUGH OF PRINCETON

X January 1, 1986 - December 31, 1988

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EFFECTIVE	JANUARY 1, 1987
EFFECTIVE	JANUARY 1, 1988

ARTICLE A - GENERAL PROVISIONS

A-1 PREAMBLE

THIS AGREEMENT entered into by and between the Borough Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and Communications Workers of America, Local 1040, AFL/CIO, hereinafter called "Union" represents the complete and final understanding of all bargainable issues between the Borough and the Union.

A-2 RECOGNITION

The Borough recognizes the Union for the purpose of collective negotiations as the exclusive representative of full time non-supervisory blue collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement, who have successfully completed their three (3) months probationary period.

A-3 EQUAL OPPORTUNITY

The provisions of this Agreement will be applied by the Borough and by the Union without regard to the employee's race, color, religion, sex, national origin, marital status or Union membership.

The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to join the Union or to refrain from so doing.

A-4 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 the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for cause.

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

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

A-5 NO LOCK-OUT NO JOB ACTION

A. The Borough agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.

B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.

C. Should job-action occur the Union will immediately order the person or persons involved to cease such action.

D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

A-6 ACCESS TO PERSONNEL FILES

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The employer has the right to have such review and examination in the presence of a designated Borough official. The employer

shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

A-7 SHOP STEWARDS

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. The Union and Borough agree to accept one steward and one alternate for each ten (10) employees with a minimum of two (2) stewards and two (2) alternates.

A-8 BULLETIN BOARDS

The Borough will provide a bulletin board at the garage and sewer administration building. Prior to posting by the Borough, Union materials shall be submitted to the Borough, and will be limited to the following materials:

1. Union elections and results.
2. Union appointments, meetings, social and recreational activities.
3. Union reports of official business and achievements.

A-9 REPRESENTATION LISTS

The Union agrees to furnish the Borough with written lists of officials and shop stewards, including the latter's

appropriate and mutually agreed upon grievance districts. Such lists shall be kept current and the Union shall provide in writing to the Borough any change in the representation list.

A-10 ACCESS TO PREMISES

After approval by the Borough, Union Representatives will be admitted to Borough premises for consultation with employees covered by this Agreement. Consultation will be prior to the start of the work period, during the lunch period, or following termination of the work period and at no other times.

Approval will be limited to 2 Union Representatives. Requests for such Union visits shall be directed to the Borough with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

The Borough will designate facilities for such meetings.

A-11 UNION TRAINING

If the work load permits, and provided twenty-one (21) calendar days advance notice is given by the Union to the Borough, each of the two (2) shop stewards will be granted five (5) days leave of absence without pay for Union training during an Agreement year.

Only one (1) shop steward at a time will be granted such leave.



A-12 VACANCY NOTICE

Whenever a permanent vacancy exists for which the Borough of Princeton is the hiring authority, the Borough shall post notice of the vacancy at Borough work sites in order that those interested may apply for the position. The application for employment form must be completed by each applicant and returned to the Borough by the deadline date specified in the announcement.

The standards and procedures used to fill vacant positions shall be the same for all applicants.

A-13 SAFETY AND HEALTH

The Borough will make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them.

Health and safety issues shall be brought to the attention of the immediate supervisor. Within a week, he shall then discuss with the union steward how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Safety Committee constituted below. Such referral can be made either by the supervisor or any member of the Union.

The Safety Committee shall consist of the Superintendents from the Garage and S.O.C., union steward from the garage and union steward for the S.O.C., and the Director of Public Works or his designee. It shall be the responsibility of the Committee to review any and all health and safety issues arising in the Public Works Department, and specifically to investigate specific conditions which are brought to its attention.

Every effort will be made by the Committee to resolve these concerns promptly.

#### ARTICLE B - PAY PROVISIONS

##### B-1 RATES OF PAY

The basic pay rates for 1986, 1987 and 1988 shall be as setforth in the Appendix - Exhibit A attached hereto and made a part hereof.

Employees having a 1985 base salary below the 1986 minimum base salary level for their job title will have their 1986 base salary adjusted to the new 1986 minimum base salary for their job title. All employees on the payroll as of January 1, 1986 will then receive a 4% increase in their 1985 base salary; for individuals whose 1985 base salaries have been adjusted to the 1986 minimum base salary level, the 4% increase will be an additional adjustment to the 1986 minimum for their salary range. Employees hired after January 1, 1986 will have their 1986 salary adjusted only if the starting base salary was below the 1986 minimum base salary level for their job title.

Employees on the Borough payroll as of January 1, 1986 will receive a lump sum payment in an amount equal to the difference between \$1,000 and their increase in the 1986 base salary adjustment. The 1986 base salary adjustment is the difference between their 1986 base salary and their 1985 base salary. This lump sum payment will not be part of future salary calculations.

Effective January 1, 1987 there will be a 5% increase per employee.

Effective January 1, 1988 there will be a 5% increase per employee.

Effective January 1, 1987 in order to provide additional rewards for exceptional work performed by union employees, the Borough will establish a pool of monies for an incentive bonus to be distributed once a year, two weeks before Christmas. The value of this bonus pool is to be as follows:

	<u>Public Works</u> - 70%	<u>S.O.C.</u> - 30%
1987:	\$4340	\$1860
1988:	4550	1950

The distribution will be made to no less than 25% and no more than 50% of the contract personnel.

The selection of recipients of this distribution and the amount of each individuals bonus will be solely a Borough management decision. This decision will be based upon quality and quantity of work, attendance, creativity and attitude. It is agreed that this merit plan will expire at the conclusion of this Agreement. The incentive bonus is a one time payment and will not be part of any further salary calculations.

B-2 HOURS AND OVERTIME

A. All members of the unit are required to work an average of forty [40] hours per week on a schedule approved by the Borough engineer or his designee. The normal workday shall consist of an eight [8] hour day. For payroll purposes, the workweek commences on Saturday, 12:01 a.m. and extends to Friday 12:00 Midnight, with the exception of the street sweeper operator.

B. Employees who work overtime that has been approved in advance by the Borough Engineer, or his designee, will be compensated for such overtime work. Overtime compensation shall be computed at one and one-half times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. The forty (40) hours of straight-time pay shall include those paid hours due to hours of work, holiday, vacation, sick leave, bereavement leave, personal days off and jury duty.

1. Overtime opportunities will be distributed by the Borough to members of the unit initially on a voluntary basis; if, however, insufficient volunteers from this unit are available, then overtime will be assigned by the Borough. Assigned overtime will be on a rotational basis provided the employee is qualified to do the work.
2. The Borough shall attempt to give the employee as much advance notice as possible for overtime work.
3. In computing overtime compensation, the nearest one-half (1/2) hour shall be smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.
4. The work schedule shall also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by the Borough.

B-3 LONGEVITY

The longevity increment will be based on continuous full-time service and become effective on the employee's anniversary date in accordance with the following table:

<u>Years of Continuous Service</u>	<u>Longevity Increment</u>
During the 10th through 14th year	\$350.00
During the 15th through 19th year	650.00
During the 20th through 25th year	950.00
Over 25 years	1,250.00

The above longevity increments are not accumulative. Longevity pay shall be paid in a lump sum two (2) weeks prior to Christmas.

B-4 OUT-OF-TITLE WORK

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment in addition to his regular rate, starting with the third (3rd) consecutive day of work. Effective January 1, 1986, the increment is fifty-five (55) cents an hour. Effective January 1, 1987, the increment is sixty-five (65) cents an hour. Effective January 1, 1988, the increment is seventy (70) cents an hour.

In all other cases, the employees will receive his regular rate of pay for out-of-title work.

B-5 CREW LEADER

A Crew Leader is an employee designated by the Borough to be in charge of four other employees at the same job site without another supervisor being present.

When acting as Crew Leader, the employee is responsible for seeing that employees work effectively and that Borough rules are followed. Such assignment is in addition to his other duties.

Effective January 1, 1986, a crew leader will receive fifty-five (55) cents an hour more than his regular rate of pay while performing his duty.

B-6 LATENESS

1. All employees are to start work at their scheduled reporting location at their scheduled starting time.

2. In the event of unavoidable lateness, the following will govern:

a. An employee who reports for work within the first fifteen (15) minutes of his scheduled starting time shall start work immediately upon reporting, but shall not be paid for any time worked during this period.

b. An employee who reports for work within the second fifteen (15) minutes of his scheduled starting time shall, if deemed practicable by the Borough, start work immediately, but shall not be paid for the first fifteen (15) minute period and for any work performed during the second fifteen (15) minute period.

3. The lateness provision does not exclude other methods deemed necessary by the Borough to ensure compliance with Section 1 above.

4. When it becomes evident to an employee that he will be late in reporting for work, the employee shall call his

supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.

5. A record shall be maintained by the Borough indicating the time and method of notification of lateness along with the stated reason.

B-7 DUES DEDUCTION

The Borough will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union. Union dues shall be two (2) hours base per pay month calculated on a forty (40) hour work week.

The Borough will discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1 or July 1.

Dues deducted will be forwarded each month to the:

Communications Workers of America, AFL/CIO  
Secretary-Treasurer, CWA  
1925 "K" Street, NW  
Washington, DC 20006

together with the names and amounts deducted.

A duplicate list will be sent to the:

President of Local 1040, CWA  
208 East Hanover Street  
Trenton, New Jersey 08608

B-8 AGENCY SHOP (Representation Fee)

Beginning the first full pay period in 1986, all eligible non-member employees in this unit will be required to pay to the

Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

The representation fee in lieu of dues shall be in the amount of 85% of the regular membership dues. The mechanics of deduction of representation fee and the transmission to the Union will be the same as those used for the deduction and transmission of regular membership dues. Representation fee deduction for a new employee shall begin the first pay period after the employee's three months probationary period.

ARTICLE C - TIME OFF PROVISIONS

C-1 VACATION

A. All permanent full-time employees of the Borough shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of 3/4 of a day vacation for each full month worked during the remainder of the calendar year following the date of appointment. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month. Probationary employees are not entitled to vacation until after completion of three (3) months of employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.



Vacation credit as of January 1 following the partial year of employment:

First through 5th years	12 working days
6th through 10th years	14 working days
11th through 20th years	21 working days
21st and thereafter	28 working days

B. The amount of vacation leave earned each year depends on the amount of continuous service with the Borough.

C. All vacation must be scheduled and approved by the Borough. The Borough may, with due consideration of the need of the Borough's work requirement, permit the employee to take his annual vacation leave at the times so requested provided that no more than two employees, each in the Public Works Department and Sewer Operating Committee are off at the same time. The department head is to be notified by April 1 of each calendar year of the desired vacation dates. Any request made after April 1 will be assigned whatever dates are available. In cases of conflict of scheduling, the Borough may consider length of employment as one of the factors in assignment of vacations.

D. All vacations must be taken during the current calendar year (January 1 to December 31). If the Borough determines that the vacation cannot be taken during the calendar year because of the pressures of work, or the hospitalization of an employee, any unused vacation may be carried forward into the next succeeding year only.

E. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.

F. An employee, who is retiring or who has otherwise separated from employment, shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to his credit any annual unused vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary at the time of death. The Borough shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Borough service during the calendar year.

C-2 HOLIDAYS

A. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:

- a. New Years Day (January 1)
- b. Martin Luther King's Birthday (January 15)
- c. Washington's Birthday
- d. Good Friday
- e. Memorial Day (last Monday in May)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)

- h. General Election Day
- i. Veteran's Day (November 11)
- j. Thanksgiving Day
- k. Friday following Thanksgiving Day
- l. Christmas Eve Day (December 24)
- m. Christmas Day (December 25)

B. In order to be eligible for holiday pay, an employee must be on the active payroll of the Borough and must have worked or been credited by the Borough for the fully regularly scheduled work day before and after holiday.

C. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.

D. After an employee has been credited by the Borough for forty (40) hours pay during the regular work week, then the employee who is required to work on a holiday shall be paid at one and one-half (1 1/2) times the regular rate.

#### C-3 PERSONAL DAYS

Three (3) personal days business leave with pay can be granted per employee per year upon prior approval of the employee's department head. This leave will not be subject to accumulation, nor will payment be made for unused time upon

retirement, separation or resignation, nor can personal business leave be taken in conjunction with vacations. There must be a good and sufficient reason for granting the day from work and it must involve an emergency or equally compelling necessity.

In the case of an emergency, the employee shall be required to call his Supervisor prior to the scheduled reporting time to report the reason.

C-4 JURY DUTY

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify the Borough immediately of the requirement for this leave.

Such employees, upon presentation of proper evidence of attendance, will be paid the difference between regular pay and jury duty pay for the hours of jury duty required. In the event that the employee is excused from jury duty prior to having had lunch on any day, he shall return to work without undo delay.

C-5 WITNESS LEAVE

When an employee is summoned to appear as a witness in a court of law, he shall be paid for the regular hours lost for such appearance only under the following conditions; provided he presents proper evidence of attendance:

1. As a witness for the Borough, and
2. As a witness to an event which he observes while at work for the Borough.
3. As a witness in a criminal court of law to a maximum of five (5) work days.

In the event the employee is excused from witness duty prior to having had lunch on any day, he shall return to work without undo delay.

C-6 DEATH IN FAMILY

1. In the case of death of father, mother, grandparent, spouse, children, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law,...from the day of death until the day of burial inclusive, to a maximum of three (3) working days with pay.

2. In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse,...the day of the burial only with pay, provided the employee attends the funeral.

3. In the case of death of a bargaining unit employee, employee shall be granted time off to attend the funeral. The time shall be taken against the employees allotted personal time as defined herein.

C-7 SICK LEAVE

Permanent employees of the Borough shall be entitled to the following days of non-accumulative personal sick leave with full pay (January 1 to December 31):

<u>LENGTH OF SERVICE</u>	<u>MAXIMUM NUMBER OF DAYS</u>
3 months to 2 years	10 working days
2 to 5 years	20 working days
5 to 10 years	65 working days
10 or more years	100 working days

The Borough will determine whether or not to pay for all or a portion of each absence of one or more days of sickness or disability during each calendar year.

All employees shall use the following procedures in reporting their absence or absence from work due to illness:

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the department head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action.
2. The Borough may require proof illness of an employee absent from work because of personal illness or injury for one day or more. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of the Borough. The Borough may require the employee who has been absent because of

personal illness to be examined by a physician, designated by the Borough, to determine and certify fitness for duty before returning to work.

3. Absence without notice for three (3) consecutive days shall be cause for disciplinary action, which may include dismissal.
4. Extension of each sick leave beyond the maximum allowed in the schedule above shall require the approval of the Mayor and Council upon recommendation of the Administrator.

C-8 MATERNITY LEAVE

A permanent employee may be granted maternity leave without pay for up to a maximum of six (6) months, provided that the request for such leave is made in writing with appropriate supporting medical certification to the department head. Requests must be approved by the department head and the Administrator before becoming effective.

ARTICLE D - BENEFIT PROVISIONS

D-1 HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE

A. The Borough shall continue to provide enrollment in the current Blue Cross and 1420 Blue Shield Program of New Jersey, the current group hospitalization plan, Rider "J", prescription, major medical for employees, and eligible dependents as defined

by the insurance carrier, who have been on the payroll effective the first day of the calendar month following three (3) months of continuous service.

B. The Borough will continue to provide the current dental coverage for the employees and dependents as defined by the insurance carrier.

C. The Borough may, at its option, and with prior notice to the Union, change any of the foregoing plans or carriers so long as substantially the same benefits are provided.

#### D-2 WORKMEN'S COMPENSATION

An employee who is injured while performing Borough work shall report the injury, no matter how insignificant, immediately to his supervisor.

An employee who is injured to the extent that he can not work shall receive full salary payments during the absence covered by Workmen's Compensation and the employee shall forward to the Borough Administrator any workman's compensation payments received.

The period covered by workmen's compensation shall not be charged against sick leave.



D-3 PENSION PLAN

The Borough shall continue, for lifetime of the Agreement, to pay the Borough's portion of the pension costs under the Public Employee Retirement System of New Jersey in effect at the signing of this Agreement.

D-4 COVERALLS, RAINGEAR AND CLOTHING

The Borough will provide a total of 5 pants, 5 long sleeve shirts, 5 pocket T-shirts, 1 pair rubber rain boots, 1 rain gear set (raincoat/with hood, pants), 2 sets of coveralls for mechanics and 1 set of coveralls for equipment operators. These appropriate clothing items are to be worn by the employees at all times.

Effective January, 1937 the Borough will also provide employees a maintenance allowance in the increased amount of \$65.00 from \$50.00 per year. This allowance shall be paid by the Borough to said employees on July 1st of the then current contract year.

The employee is responsible for the proper care of all the above clothing. Replacement of all of the above clothing except coveralls which will not be replaced by the Borough will be as follows:

1. The Borough will replace, if worn out and returned to Borough;
2. The employee will replace, if lost;
3. For all other cases, replacement at Borough expense or employee expense will be at the sole discretion of the Borough.

D-5 EYE CARE PROGRAM

The Borough will provide effective January 1, 1986 an eye care program. This program will provide for employees to receive a fifty (\$50.00) dollar reimbursement towards the cost of the purchase of a pair of regular prescription eyeglasses or to receive a sixty (\$60.00) dollar reimbursement towards the cost of the purchase of a pair of bifocal prescription eyeglasses every other calendar year. The employee must file paid receipts for the eyeglasses with the Borough administrator prior to receiving reimbursement provided for hereinabove.

ARTICLE E - SENIORITY PROVISIONS

E-1 SENIORITY

Seniority is defined as an employee's continuous length of service with the Borough, retroactive to the latest date of hire as a full-time employee.

- A. A new hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a three (3) months probationary period.
- B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff or recall. Employees who are laid-off, shall retain their priority seniority provided that reemployment occurs within six (6) months of layoff.

E-2 PROBATIONARY EMPLOYEES

An employee is probationary during the first three (3) full months following most recent date of employment. Employees may be terminated at anytime during this probationary period. Such termination is not subject to any of the grievance provisions of this Agreement.

E-3 PROMOTION

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, his permanency in his former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

E- 4 TRANSFER

Transfer is the assignment of a qualified employee to a full-time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee wants to be transferred, the Borough will make the

assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

The Borough will make the final determination regarding transfer.

E-5 LAYOFF

A. When the Borough determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:

1. In determining the order in which employees are to be laid off, seniority will prevail as long as the more senior employee has the qualifications, skills and abilities to perform the required work.
2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.

B. Laid-off employees retain recall rights for six (6) months following the actual date of separation.

C. Laid-off employees who wish to be recalled must keep the Borough informed in writing of any change in their address of record.

E-6 RECALL

When the Borough determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

A. The most recently laid-off employee still holding recall rights and who has the necessary qualifications, skills and abilities to perform the work for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Borough records.

B. After such notice has been sent, the Borough may hire temporarily pending return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.

C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying the Borough that he does not wish to be recalled for that position, will not lose his recall rights.

D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies the Borough that he does not wish to be recalled for that position, loses his recall rights.

E. Unless the Borough receives written notification by the 15th calendar day following sending of the recall notice, the recalled employee loses recall rights.

F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.

G. A laid-off employee upon returning to employment by exercise of his recall rights retains the seniority held on date of separation, and begins accumulation of additional seniority starting with the date of return.

ARTICLE F - GRIEVANCE PROCEDURE

F-1 GRIEVANCE PROCEDURE

Definition:

A. A grievance is a claim that a specific provision of the Agreement has been violated. Disciplinary appeals also will be handled by the grievance procedure.

B. General Rules

1. A grievance must be filed within the time limit set. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.
2. Should a grievance not be resolved to the satisfaction of the grievance or should there be no response within the specified time limit, the grievance may be carried to the next step.
3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of

the Borough's last answer, and there shall be no further appeal for review.

4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.

C. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.

Informal discussion between the employee and his immediate supervisor.

An employee may orally present and discuss his grievance with the immediate supervisor on an informal basis.

- a. If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.
- b. If the grievance is not the type which requires an immediate answer, the supervisor will give his answer within three (3) working days.

STEP 1. BETWEEN THE UNION AND THE BOROUGH ENGINEER OR HIS DESIGNEE

If the grievance is not resolved at the informal discussion level above, a written grievance may be filed which states:

1. The date of the occurrence, and
2. The clause of the Agreement which is claimed to be violated, and
3. Such other information as will aid in resolution of the grievance.

The written grievance must be received by the Borough within ten (10) calendar days after the occurrence which is being grieved.

The Borough will set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. The Borough will give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

STEP 2. BETWEEN THE UNION AND THE BOROUGH ADMINISTRATOR OR HIS DESIGNEE

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying the Borough in writing in ten (10) calendar days after the date of the Borough's reply.

The Borough will set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

The Borough will give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

STEP 3. ARBITRATION

If the Union decides that the grievance is to be arbitrated, the Union must notify the Borough within thirty (30) calendar days after the Borough's answer to Step 2.

The parties will jointly request the American Arbitration Association to submit a list of names of 9 arbitrators. Each party will then strike no more than 4 names from the list



and will rank in order of preference the remaining names. Each party will return its list to the Association, which will make the final selection.

The fees and expenses of the American Arbitration Association and the arbitrator will be shared equally by the parties. All other expenses in connection with the arbitration case will be paid by the party incurring such expense. However, if both parties request a transcript, the cost will be shared equally.

The authority of the arbitrator is limited to applying the facts of the case to the specific provision of the clause in the Agreement which was claimed to have been violated.

The arbitrator's award made in accordance with the above shall be binding on both parties.

#### ARTICLE G - SEPARABILITY AND SAVINGS

##### G-1 SEPARABILITY AND SAVINGS

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

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthingly entertain renegotiations on the invalid provisions.

ARTICLE H - TERM AND RENEWAL

H-1 TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1986 and shall remain in effect to and including December 31, 1988 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one-hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The Union shall submit a copy of its entire proposal to the Borough by September 2, 1988.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on the Borough's payroll as of the date of the signing of this Agreement.

ARTICLE I - FULLY BARGAINED PROVISIONS

I-1 FULLY BARGAINED PROVISIONS

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 the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such issue 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.

B. 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.

In witness thereof, the Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 25th day of November, 1986.

For the Borough  
of Princeton:

For the Blue Collar Municipal  
Employees affiliated with  
CWA/AFL-CIO:

By: Barbara B. Sigmund  
BARBARA B. SIGMUND, Mayor

Charles L. Wade Local 1040 <sup>11/18/86</sup>  
William R. Taylor CWA <sup>11/18/86</sup>

Attested: Penelope S. Carter  
PENELOPE S. CARTER  
Borough Clerk

Thomas M. [Signature]  
Chuck [Signature]

Date:

25 November 1986

APPENDIX - JOB DESCRIPTIONS

PREAMBLE TO JOB DESCRIPTIONS

The job descriptions which follow list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work which is properly assignable to the classification involved.

The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of him.
2. To determine when an employee performs out-of-title work for the purposes of Article B-4.

New duties required to meet the changing needs of the Borough will be included in the job description which is most nearly related to such duties.

The parties agree that the regular activities and work, of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job descriptions contains a requirement "must have a valid New Jersey driver's license." In the event an employee loses his license temporarily, the Borough will determine whether the loss adversely affects the work before deciding upon retention or release of the employee.

MAINTENANCE PERSON AND SENIOR MAINTENANCE PERSON

The following is a listing of some of the tyopes of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification:

1. Construct, install and repair all properties within the municipal right-of-way. This includes, but is not limited to curbs, sidewalks, roadways, trees, meters, signs, trash cans, posts, street furniture and storm drainage systems.

2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, curbs, sidewalks, roadways, meters, signs, trash cans, posts, trees, street furniture and storm drainage systems.

3. Construct, install, maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, buildings, structures and appurtenances.

4. Use, operate and maintain tools and equipment for accomplishing the work.

5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.

6. Maintain records and make reports.

7. Assist the mechanic and tree person in manual and semi-skilled duties as required.

REQUIREMENTS;

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey driver's license.

3. To achieve a Senior Maintenance person title, an existing employee must have 2 years continuous service in the classification of maintenance person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and displayed an aptitude for the supervision of other workers. Promotion to the title of Senior Maintenance Person is to be at the sole discretion of Borough management (or) (for Senior Maintenance Person) a newly hired employee must have a minimum of (5) years experience in public works maintenance or the construction trades, with a proven track record of skilled, dependable reliable performance and supervisory abilities.

SEWER MAINTENANCE PERSON-SANITARY FACILITIES  
AND SENIOR SEWER MAINTENANCE PERSON

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install and repair all properties of the municipal sanitation systems. This includes, but is not limited to, sanitary sewers, curbs, sidewalks, roadways, trees, signs, posts and storm drains associated with the sanitation systems.

2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, sanitary sewer systems, curbs, sidewalks, roadways, trees, signs, posts and storm drain systems, associated with the sanitation systems.

3. Construct, install maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, landfill, buildings, structures and appurtenances, associated with the sanitation system.

4. Use, operate and maintain tools and equipment for accomplishing the work

5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, inspection, pick-up, delivery and transport.

6. Maintain records and make reports.

#### REQUIREMENTS

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey driver's license.

3. To achieve a Senior Sewer Maintenance Person title, an existing employee must have 2 years continuous service in the classification of Sewer Maintenance person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and displayed an aptitude for the supervision of other workers. Promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of Borough management or (for Senior Sewer Maintenance Person) a newly hired employee must have a minimum of (5) years experience in sanitary sewer construction and maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

#### EQUIPMENT OPERATOR

The above title is reserved for employees whose year-round assignment entails operation of equipment in 1. below for more than seventy percent (70%) of their regular schedule.

1. Operate tractor-trailer, street sweeper, front end loader, jet-vac truck, backhoe, or bulldozer.
2. Clean, service and perform field maintenance on the equipment.
3. Perform all duties of Maintenance Person.



**REQUIREMENTS:**

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

2. Must have a valid New Jersey driver's license.

3. To become an Equipment Operator an individual must have a minimum of (3) years experience as an Equipment Operator, for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by the Borough of Princeton at the time of employment. For an existing employee to become an Equipment Operator, he/she must satisfy the above requirements, (or) complete a six months (6 months) intern program as provisional Equipment Operator at no differential in salary from his current position and exhibit an ability to skillfully operate the Borough owned equipment at the end of this period.

**METER MAINTENANCE PERSON**

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification:

1. Construct, maintain, clean and repair municipal property which includes, but is not limited to, parking meters, signs, and appurtenances.

2. Maintain and clean municipal property which includes, but is not limited to, snow clearance of sidewalks and roadways.

3. Install, maintain, clean, and repair and operate parking facilities, grounds, property and appurtenances.

4. Use, operate and maintain tools and equipment for accomplishing the work.

5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.

6. Maintain records and make reports.

REQUIREMENTS:

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey Driver's license.

MECHANIC

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification:

1. Construct, maintain, clean and repair all motorized and non-motorized equipment, tools and other items.

2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance or sidewalks and roadways.

3. Construct, maintain, clean and repair all public property. This includes, but is not limited to, motorized and non-motorized equipment, tools and other equipment items in buildings and structures.

4. Use, operate and maintain tools and equipment for accomplishing the work.

5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.

6. Maintain records and make reports.

REQUIREMENTS:

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey driver's license.

CUSTODIAN

The following is a listing of some of the types of work performed by employees in the above classification. It is not,

in any sense, a complete listing of all work which is properly assignable to this classification.

1. Maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, plants, shrubbery, lawns, pavement, sidewalks, roadways, buildings, structures and appurtenances.

2. Use, operate and maintain tools and equipment for accomplishing the work.

3. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.

4. Maintain records and make records.

REQUIREMENTS:

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey driver's license.

TREE PERSON

The following is a listing of some of the types of work performed by employees in the above classification. It is not,

in any sense, a complete listing of all the work which is properly assignable to this classification:

1. Construct, install, maintain, clean and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.

2. Maintain and clean municipal property which includes, but is not limited to, sidewalks and roadways.

3. Construct, install maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures and appurtenances.

4. Use, operate and maintain tools and equipment for accomplishing the work.

5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery and transport.

6. Maintain records and make reports.

REQUIREMENTS:

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey driver's license.

APPENDIX

EXHIBIT "A": RATE OF PAY

HOURLY EMPLOYEES

JOB TITLES AND ANNUAL RATE RANGES - EFFECTIVE JANUARY 1, 1986.

	<u>Minimum</u>	<u>Maximum</u>
Maintenance Person	\$ 14,000.00	\$ 18,200.00
Custodian	12,086.00	18,400.00
Sewer Maintenance Person	15,340.00	19,760.00
Meter Maintenance Person	15,340.00	19,760.00
Mechanic	16,380.00	20,400.00
Senior Maintenance Person	16,380.00	20,400.00
Senior Sewer Maintenance Person	17,420.00	22,100.00
Tree Person	16,380.00	22,100.00
Equipment Operator	16,380.00	22,100.00

APPENDIX

EXHIBIT "A": RATE OF PAY

HOURLY EMPLOYEES

JOB TITLES AND ANNUAL RATE RANGES - EFFECTIVE JANUARY 1, 1987.

	<u>Minimum</u>	<u>Maximum</u>
Maintenance Person	\$ 14,700	\$ 19,110
Custodian	12,690	19,320
Sewer Maintenance Person	16,107	20,748
Meter Maintenance Person	16,107	20,748
Mechanic	17,199	21,420
Senior Maintenance Person	17,199	21,420
Senior Sewer Maintenance Person	18,291	23,205
Tree Person	17,199	23,205
Equipment Operator	17,199	23,205