

Collective Bargaining Agreement

Between

Borough of Fairview

And

I.U.P.C.&PE. Local 911  
BLUE COLLAR

Jan. 1, 2001 – Dec. 31, 2004

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## PREAMBLE

This agreement entered into this First day of January 1998, by and between the Borough of Fairview in the County of Bergen, New Jersey, hereinafter called the "Borough", and Local 911, I.U.P.C.P.E., hereinafter called the "Union", represent the complete and final understanding on all the bargainable issues between the Borough and the Union.

## ARTICLE I - RECOGNITION

Section A. The Borough recognizes the Union as the collective bargaining representative for all blue-collar workers in the Road Department, Buildings & Grounds Department and Sanitation Department covered by the job titles and provisions of Schedules "A", "B" and "C" attached hereto

## ARTICLE II - MANAGEMENT RIGHTS

Section A. The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Borough.

## ARTICLE IIA - EMPLOYEE RIGHTS

Section A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided such activities do not violate any local, State or Federal law.

Section C. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative elected or approved by Local 911, I.U.P.C.P.E. When an employee is not represented by Local 911, I.U.P.C.P.E., Local 911 I.U.P.C.P.E. shall have the right to be present and to state its views at all stages of the grievance procedure.

Section D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of Local 911, I.U.P.C.P.E. or any other participant in the grievance procedure by reason of such participation.

**ARTICLE III - GRIEVANCE PROCEDURE:**

Section A. SUSPENSIONS, DEMOTIONS, REMOVALS: As set forth in N.J.A.C. Title 9 In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving, (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter. The procedures set forth in the Civil Service Rules and Regulations shall be binding.

Section B. GRIEVANCES: Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of local 911 I.U.P.C.P.E. If the employee or Local 911 I.U.P.C.P.E. declines to represent the employee, he or she shall have the right to proceed without such representation. If the employee or Local 911 I.U.P.C.P.E. is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the employee's Department Head. If, for any reason, the employee or Local 911, I.U.P.C.P.E. does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head.
2. The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and Local 911 I.U.P.C.P.E. of such decision immediately thereafter and forward to each a copy of his determination.

3. The employee or Local 911 I.U.P.C.P.E. may appeal the decision of the Department Head to the Borough Administrator if either is unsatisfied with the result by filing a written notice of appeal with the Borough Administrator, at the same time forwarding copies of all previous writings on the matter. Within the next ten (10) days the Borough Administration shall conduct a hearing and shall thereafter render a written determination within ten (10) days of the close of the hearing and shall advise both the employee and Local 911 I.U.P.C.P.E. of such decision and forward to each a copy of his determination.
4. The employee or Local 911 I.U.P.C.P.E. may appeal the decision of the Borough Administrator if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and Local 911 I.U.P.C.P.E. of such decision immediately thereafter and forward to each a copy of their determination.
5. If the grievances are not settled by the steps outlined above, Local 911 I.U.P.C.P.E. or the employee, within ten (10) working days after receipt by the employee and Local 911 I.U.P.C.P.E. of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

#### ARTICLE IV - WORK WEEK

Section A. The normal work week for the Road Department shall be Monday through Friday consisting of forty (40) hours per week, (8) hours a day, five (5) days per week. The hours shall be set by the Mayor and Council as recommended by the Superintendent of Public Works. However, no day shall start earlier than 7:00 A.M. or end later than 4:00 P.M. with a one half (1/2) hour unpaid lunch period.

Section B. The normal work week for the Building and Grounds Department shall be Monday to Friday consisting of 40 hours per week, seven hours a day, five days a week. The hours shall be set by the Mayor and Council as recommended by the Superintendent of Public Works. However no day shall start earlier than 7:30 A.M. or end later than 5:00 P.M. with a one half hour for an unpaid lunch period.

Section C. The normal work week for the Sanitation Department is forty hours per week as per Schedule C Department "C".

Section D. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and on half the regular straight time rate.

Section E. All work performed on a Sunday or a holiday shall be paid at the rate of double the regular straight time rate, and in addition a day paid at straight time for the holiday as such.

**ARTICLE V - HOLIDAYS**

Section A. All full time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day and the day following Christmas Day

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

1. If the holiday falls on Saturday, same shall be celebrated on the preceding day, namely, Friday;
2. If the holiday falls on Sunday, same shall be celebrated on the following day, namely, Monday.

Section B. In the event that during their term of this Agreement, any other employees of the Borough of Fairview are granted a holiday in addition to the holidays set forth in sub-paragraph A. above, the employees covered by this Agreement shall also be granted such holiday.

Section C. Nothing herein shall prevent the Mayor and Council from granting additional holidays if it sees fit to do so.

Section D. Any employee absent for work for any reason, either before or after a work holiday, shall receive only straight time for the holiday.

**ARTICLE VI - VACATIONS**

Section A. All full time employees hired prior to January 1, 1998 shall be entitled to paid vacation in accordance with the following schedule:

1. From date of hire through December 31 of the year of hire: 1 day for each 30 days employment;
2. From January 1 of first full calendar year after date of hire through December 31 of third full calendar year after date of hire: 12 days;
3. From January 1 of fourth full year after date of hire through December 31 of eighth full calendar year after date of hire: 15 days;
4. From January 1 of ninth full year after date of hire through December 31 of eighteenth full calendar year from date of hire: 20 days;
5. From January 1 of nineteenth full year after date of hire and thereafter: 25 days;

The following shall be the vacation schedule for all employees hired as of January 1, 1998 and thereafter:

1. From January 1<sup>st</sup> of the first full year through December 31<sup>st</sup> of the third full year : 10 days;
2. From January 1<sup>st</sup> of the fourth full year after date of hire through December 31<sup>st</sup> of the sixth full year: 12 days;
3. From January 1<sup>st</sup> of the seventh full year through December 31<sup>st</sup> of the tenth full year: 15 days;
4. From January 1<sup>st</sup> of the eleventh full year and thereafter: 20 vacation days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.



**ARTICLE VII - HOSPITALIZATION AND INSURANCE BENEFITS**

Section A. The Borough shall provide, at no cost to the employees, those hospitalization and medical payments benefits provided in the New Jersey Health Benefits Plan covering employees and their dependents, including, but not limited to benefits as described in policies issued by Blue Cross, Blue Shield (750), Rider J, and Major Medical or comparable insurance.

Section B. The Borough shall also provide, at no cost to the employees, dental insurance as provided by the New Jersey Dental Plan or comparable.

Section C. In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.

Section D. The Borough shall provide and pay hospitalization, medical and dental insurance for all full time employees and their dependents upon their retirement after a minimum of twenty five years of service.

Section E. The Borough shall provide life insurance coverage on the lives of each of its employees in the amount of \$10,000.00. The Borough shall pay the complete premium.

Section F. The Borough shall adopt and implement a deferred compensation plan through the retention of the Variable Annuity Life Insurance Company as administrative contractor with the responsibility for drafting a deferred compensation plan that meets applicable I.R.S. and State of New Jersey guidelines. Enrollment in the deferred compensation plan shall be offered to all employees covered by this agreement, and enrollment in the said plan shall be on a voluntary basis.

## ARTICLE VIII - SICK LEAVE

Section A. Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee.

Section B. Sick leave with pay shall be granted to all full time employees of not less than one working day for each month of service during the first calendar year and fifteen working days for each calendar year thereafter. All employees hired after January 1, 1998 shall receive 12 sick days. If any such employee requires none or only a portion of such allowable sick leave for any calendar year the amount of sick leave not taken shall accumulate to his or her credit form year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

Section C. Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Borough adopted Civil Service, whichever date is later.

Section D. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for three (3) or more consecutive working days, upon request by the Borough shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if request by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

**ARTICLE IX - BENEFITS ON TERMINATION**

Section A. UNUSED SICK LEAVE: Each employee who resigns or retires at any time shall receive a payment equal to one half of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation or retirement, provided that:

- (a) no such payment shall exceed \$15,000.00
- (b) no unused sick leave prior to the adoption of Civil Service by the Borough shall be counted.

**ARTICLE X - WORK-RELATED INJURIES OR SICKNESS**

Section A. The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under the Workmen's Compensation laws of the State of New Jersey.

**ARTICLE XI - PERSONAL DAYS**

Section A. In addition to any other leaves of absence set forth herein, all employees hired prior to January 1, 1998 shall be entitled to four (4) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998 shall receive 2 personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year.

Section B. In addition to any other leaves of absence set forth herein, each employee hired prior to January 1, 1998, with ten (10) years of service or more, shall be entitled to five (5) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998, with ten (10) years of service or more, shall be entitled to three (3) personal days each year with pay to conduct personal business.

**ARTICLE XII - SALARIES AND COMPENSATION**

Section A. Each employee shall receive a salary in accordance with Schedule "B" attached hereto, effective January 1, 1987.

Section B. Full time employees shall be paid on a weekly basis on Thursday.

**ARTICLE XIII - LONGEVITY**

Section A. All full time employees hired prior to January 1, 1998 shall receive longevity pay of two percent (2%) of their annual base salary for every four (4) years of service with a maximum of ten (10%) percent for twenty (20) years or more of service. All employees hired after January 1, 1998 shall receive 2% longevity after 4 years, 4% after 8 years, 6% after 12 years and 7 ½% after 16 years.

Section B. Longevity shall be effective after the completion of the third, seventh, eleventh, fifteenth, nineteenth full years of employment in accordance with the following schedule:

0 years through 3 years:	0%
4 years through 7 years:	2%
8 years through 11 years:	4%
12 years through 15 years:	6%
16 years through 19 years:	8%
20 years and over:	10%

Section C. Employees who become eligible for a longevity payment during the current calendar year plus one day will receive the payment from the first of the year. The longevity payment will be calculated once each year as of January 1 for each eligible employee.

Section D. The longevity payment will be computed on the amount of the base salary of the employee at the time he becomes eligible for a longevity payment and each year thereafter on January 1. The annual base salary for full time employees with more than one classification or title shall be, for the purpose of computing longevity, the sum total of the salary and wages accrued for each classification or title. The annual base salary shall include payments made to any employee for services rendered by the employee outside the scope of his title, including payments made

to the foreman in compensation for his maintaining the sanitation vehicles as far as minor repairs are concerned. Overtime will not be considered in computing longevity payment.

Section E. Longevity payment will be computed from the time the employee first became employed by the borough.

Section F. Longevity payment shall be added to an employee's base salary and shall be paid accordance with the same procedure as for salaries.

#### ARTICLE XIV - MISCELLANEOUS

Section A. CLOTHING ALLOWANCE: Effective January 1, 1994, each employee shall be entitled to an annual clothing allowance covering those items not provided by the Borough such as work shoes, gloves, etc., of \$300.00 annually, payable in two equal installments in each year of the contract, on January 1, and July 1. Only those employees actually employed by the Borough on the said date shall be entitled to such payment.

Section B. When an employee is called back to duty after the working day is completed he shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour. the time shall begin to run from the time the employee clocks into work.

Section C. Employees will be transferred to the Sanitation Department when deemed necessary by the Superintendent of Public Works and/or the Mayor and Council. In emergency cases employees will be temporarily reassigned as necessary to other departments until the emergency is over.

Section D. For calendar year 2003 - 2005 the Sanitation Department and Road Department employees shall receive the following:

	<u>Sanitation Dept</u>	<u>Road Department</u>
Pairs of Pants	4	4
T-Shirts	4	4
Spring Jackets	1	1
Button shirts	4	4
Sweat shirts	4	4
Winter jacket	1	1

Section E. Each employee shall be entitled to two coffee breaks; per day, each consisting of fifteen minutes, one each morning and one each afternoon.

Section F. A committee shall be established consisting of a representative of the blue collar unit, a representative of the white collar unit, and a representative of the borough to discuss and review the language contained in this Agreement in an effort to resolve ambiguities, and remove and/or resolve conflicting or archaic language. The recommendations of the committee shall be presented to the respective bargaining units and to the Mayor and Council of the Borough for review and for the approval of any action as may be necessary. It is expressly understood that the recommendations of the committee referred to above are advisory in nature and are subject to final approval by the governing body and the respective bargaining units.

Section G. A committee shall be established, consisting of a representative of the Blue collar unit and a representative of the white collar unit which committee shall be authorized on behalf of the respective bargaining units to present to a designated representative of the Mayor and Council a proposed disability plan for the benefits of Municipal employees. It is expressly understood and agreed that consideration and/or adoption of any such proposed disability plan shall be within the sole discretion of the Mayor and Council, and that this paragraph does not bind the Mayor and Council to adoption of any disability benefits program or proposal.

Section H. JOB POSTING: The Employer shall post any available jobs in the bargaining unit. Current bargaining unit employees shall be able to bid on jobs, if qualified

#### **ARTICLE XV - BEREAVEMENT LEAVE**

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

#### **ARTICLE XVI - PAYROLL DEDUCTIONS**

Section A. Payroll deductions from employees' salaries for dues to Local 911, International Union of Production, Clerical and

Public employees, shall be made by the borough upon submission by Local 911, I.U.P.C.P.E. to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward same to Local 911, I.U.P.C.P.E.

**ARTICLE XVII - MAINTENANCE OF BENEFITS:**

Section A. Except of this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to the employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

**ARTICLE XVIII - SEPARABILITY**

Section A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIX - SAFETY EQUIPMENT**

The parties agreed that the Borough would provided necessary safety equipment to the employees. the Borough also agreed to install a toilet and a wash sink in the road department building.

(Building Mechanics Garage). The Borough agreed to furnish a first aid kit to be available at the building in the case of emergency treatment.

ARTICLE XX - TERM

This is a four (4) year Agreement covering the period commencing **January 1, 2001** through **December 31, 2004**. This Agreement shall become effective as of and retroactive to January 1, 2001 and shall remain in full force and effect until midnight on December 31, 2004.

In the event the parties do not enter into a new Agreement on or before December 31, 2004 then this Agreement shall continue in full force and effect until a new agreement is executed.

Borough of Fairview:

*[Signature]*

*[Signature]*

Borough Clerk

Local 911, I.U.P.C.P.E.

*[Signature]* BA LOCAL 911 4/23/03

*[Signature]* 5/5/03



**SCHEDULE A**

1.	<u>JOB TITLES:</u>	<u>GRADE:</u>
	LABORER	1
	EQUIPMENT OPERATOR	2
	EQUIPMENT OPERATOR, SWEEPER	2
	MECHANIC	3
	BUILDING MAINTENANCE WORKER	A
	MAINTENANCE REPAIRER	B
	SENIOR MAINTENANCE REPAIRER	C
	GENERAL SUPERVISOR, PUBLIC WORKER	4
	SUPERVISOR, PARKS & GROUNDS	5

2. Together with all those titles covering employees who are or will be performing similar work which is generally considered to be "blue-collar" work in the road department and in the building and grounds department who are not department heads.

3. SCHEDULE "B" SUBPARAGRAPH B, APPENDIX E ENTITLED SALARIES AND WAGES IS AMENDED AS FOLLOWS:

**DEPARTMENTS A & B**

<u>GRADE</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
1	\$37,276.00	\$38,767.00	\$40,318.00	\$41,930.00
2	40,803.00	42,435.00	44,132.00	45,898.00
3	45,342.00	47,156.00	49,042.00	51,004.00
4	41,026.00	42,668.00	44,374.00	46,149.00
5	42,662.00	44,369.00	46,144.00	47,989.00
A 35 hrs	37,504.00	39,004.00	40,564.00	42,187.00
40 hrs	42,862.00	44,577.00	46,360.00	48,214.00
B 35 hrs	42,961.00	44,679.00	46,467.00	48,325.00
40 hrs	49,096.00	51,060.00	53,102.00	55,226.00
C 35 hrs	44,503.00	46,283.00	48,135.00	50,060.00
40 hrs	52,420.00	54,516.00	56,697.00	58,965.00

\*\* The General Supervisor shall receive a salary of \$1000.00 above that of the highest paid employee in the Road Department effective Jan. 1, 2003.

1. In addition to the said salary, the mechanics shall be provided an allocation of \$300.00 for each year of this contract to purchase tools. The mechanic must submit a voucher and invoice for the purchase of said tools prior to the release of any funds.
2. It is further agreed that during the life of the contract, the Borough may require the said employees to work a forty (40) hours week. When employees work the said forty (40) hour work week, they shall be paid salaries in accordance with appropriate schedule set forth above. The salary for the maintenance repairer shall be based upon a 40 hour work week and shall be the same salary as for all employees hired after January 1, 1998.
3. The salaries for employees hired after January 1, 1999 shall be as follows:

Starting Salary	\$20,000.00
Second Year	\$21,000.00
Third Year	\$23,000.00
Fourth Year	\$25,000.00
Fifth Year	\$27,000.00
Sixth Year	\$28,000.00
Seventh Year	\$29,000.00
Eighth Year	\$30,000.00