

**COLLECTIVE BARGAINING AGREEMENT**

between

**TEAMSTERS LOCAL UNION No. 102**

Affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

**NEW BRUNSWICK PARKING AUTHORITY**

**JANUARY 1, 2012 to DECEMBER 31, 2015**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and between the Teamsters Local Union No. 102 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") and the New Brunswick Parking Authority (hereinafter referred to as "Management").

## **ARTICLE 1 – RECOGNITION OF THE UNION**

- 1.1 The Management recognizes the Union as the sole and exclusive bargaining agent for all parking lot attendants property maintenance personnel and custodian staff, (hereinafter referred to as "employees"), excluding all management staff, security, enforcement and office staff personnel.

## **ARTICLE 2 – UNION SECURITY**

- 2.1 After thirty days (30) the employee is required to pay union dues. At the conclusion of the ninety day (90) probationary period, a review of the employee's performance will be held with the supervisor and the Human Resource Manager. Upon receiving a favorable review, the employee will be required to pay the appropriate union initiation fee and will be eligible for full benefits.
- 2.2 Each employee shall sign checkoff authorization form supplied by the Union. After each checkoff authorization form is presented to the NBPA, the NBPA shall check off initiation fee of \$75.00 and thereafter the regular dues as determined by the Union from the first pay period of each month and shall remit any said sums to the Secretary-Treasurer of the Union, together with a list of names of those whose dues and/or initiation fees were deducted.
- 2.3 All employees both full and part-time who work at least one day in any month must pay the regular dues as determined by the Union. However, the initiation fee for part-time employees shall be waived until they become full-time employees.

## **ARTICLE 3 – SENIORITY**

- 3.1 New employees of the New Brunswick Parking Authority will be considered under probation for the first ninety (90) days of employment. During this period an employee may be terminated for any cause without review.
- 3.2 As used in this agreement, the term "Full-Time Employee" shall mean an employee who regularly works thirty-five (35) hours per week or more. The term "Part-Time Employee" shall mean an employee who regularly works less than thirty-five (35) hours per week and is not entitled to receive any benefits and also "Seasonal Employees"

- 3.3 Part Time Employees who become fulltime (min 4 years service) entitled to ½ of year's service to count towards vacation accrual.
- 3.4 Management reserves the right to employ part-time employees with the stipulation that no full-time employees are laid off.

#### **ARTICLE 4 – PERSONAL BUSINESS**

- 4.1 Employees are encouraged to conduct personal business during non-working hours. In the event employees are required to conduct such business during the day, use of lunch and or personal time is permitted with prior notice and approval of your supervisor. Use of vacation and sick time is not permitted to be used for personal business during the day.

#### **ARTICLE 5 – SHIFT / HOURS OF OPERATION**

- 5.1 The Employer reserves the right to determine shift hours for Maintenance and Custodial Department and Booth Attendant Employees. Property Maintenance, Custodial and Booth employees are assigned by the Property Manager or Operations Manager/Supervisor. The Union recognizes that the NBPA is a 24 hour, 7 days a week operation.
- 5.2 The Employer reserves the right to determine the shift hours under emergency situations or when work (such as power washing, striping decks, etc.) cannot be done during the day time hours due to vehicle occupancy.
- 5.3 All full-time Booth Attendants on the payroll as of March 1, 2000 shall be entitled to remain on a Monday through Friday work week. After March 1, 2000 additional work week positions will be established based on the Authority's needs. Prior to hiring from the outside, open positions covered by this Collective Bargaining Agreement shall be posted for bid and positions awarded based on seniority and qualifications. After the bidding process vacant position(s) will be filled by new hires.
- 5.4 Booth Attendant hours are determined by location as follows:
  - (a) First shift booth assignments are on a rotating basis
  - (b) Second shift booth assignments (starting time of 4:00pm or later) shall first be filled by volunteers and then on the basis of least seniority.
- 5.5 Maintenance Department assignments for shift times, Monday to Friday work week or split work week will be offered on the basis of seniority. Once a shift time, Monday to Friday workweek, or split workweek is selected by a Property Maintenance Employee, they must remain in that selection until another shift time, Monday to Friday work week or split workweek becomes available.
- 5.6 All current Property Maintenance Department staff (as of 1-1-12) to remain on current shift/times/days unless they successfully bid on another shift. The Employer reserves the right to schedule New Hires on shifts which must be (5)

five consecutive days but may include either Saturday or Sunday as part of regular shift but not both.

- 5.7 Four (4) Property Maintenance employees, at all times, shall be available to perform the duties of meter collection. The meter collection duty roster will be filled first by volunteers, and then by Employees with the least seniority in the Property Maintenance department. Meter collection duty shall be rotated equally between Employees listed on the duty roster.
- 5.8 The lunch period shall consist of one (1) hour to be determined by the Property Manager or Operations Manager, and one fifteen (15) minute break to be determined by the Property Manager, Operations Manager, or Security Supervisor.

## **ARTICLE 6 – DISCIPLINARY ACTION POLICY**

- 6.1 In order to establish a uniform policy for maintaining discipline, Management has defined several types of disciplinary action as follows, the Shop Steward is to be included in all steps:

### **STEP ONE: VERBAL WARNING**

Given by the immediate supervisor and clearly stating all the reasons for the warning. Notation will be made in the employee's personnel file. The notation will include a description of the incident, the date, and the employee's reaction to the warning. Employee may opt not to have the steward present.

### **STEP TWO: WRITTEN WARNING**

Given by the immediate supervisor with agreement of the Human Resource Manager. The notice will be presented to the employee during a meeting between the supervisor and employee and will clearly state the reasons for the warning. The supervisor will note the employee's reaction to the warning and both supervisor and employee will be required to sign the notice. The original of the warning will be given to the employee; a copy is to be retained in the employee's personnel file.

### **STEP THREE: SUSPENSION WITHOUT PAY**

Recommended by the supervisor and authorized by the Human Resource Manager.

A written reprimand, signed by the Supervisor, the Human Resource Manager and the Employee, will be given to the Employee, the Union Representative and the Shop Steward. The seriousness of the situation will be stressed through imposed suspension without pay for a period of from one to three days. The employee must immediately correct the areas for which disciplinary action was taken, if the employee wishes to continue his or her employment. The reprimand will clearly state the nature of the conduct or behavior to be corrected by the Employee.

#### STEP FOUR: TERMINATION FOR CAUSE

Recommended by the Supervisor and authorized by the Executive Director.

In the event that immediate and satisfactory improvement is not evident in conduct, attitude, or performance within eighteen (18) months of the initial warning, the employee will be terminated upon authorization of the Executive Director and/or the Personnel Committee.

The employee will be provided with a Notice of Termination which will clearly state the reasons for the termination.

Any employee may be terminated at any time for any of the following reasons:

- (a) Dishonesty, drunkenness, the consumption or possession of controlled substances while on duty that is considered a threat to the health, safety and/or welfare of other employees or the general public.
- (b) Failure of any employee to conform with work rules and regulations as may be established by the NBPA.
- (c) Tardiness, absenteeism or general neglect of their duties by any employees.
- (d) Convicted of an offense while on or off duty, which is considered to be detrimental to the operation of a public facility.
- (e) Convicted of driving under the influence on or off duty where driving is required as part of the job description.
- (f) Physical fighting and/or threatening a fellow employee.

#### 6.2 OTHER DISCIPLINARY ACTIONS

Disciplinary action can be taken commensurate with the problem and at the discretion of the supervisor, Executive Director and/or Human Resource Manager. Relative to the problem, disciplinary actions may be in the form of demotion, probation, transfer, reassignment, suspension without pay or immediate termination.

### ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.1 Any action to be grieved by an employee must be stated in writing within five (5) business days of the occurrence of that action, or when the employee became aware of a matter to be grieved. The employee has the right to try to settle the dispute directly with his supervisor or to seek the aid of his Shop Steward. In the latter case, the aggrieved and the Shop Steward shall meet with a designated supervisor and present a written signed grievance.
- 7.2 If the grievance is not settled, a meeting shall be set up within five (5) days between the aggrieved employee, the Shop Steward, the Business Agent of the Union and Representatives of the NBPA. A written, signed grievance by the

- hours of the receipt of the written grievance respond in writing to the employee, the Union representative and the Shop Steward.
- 7.3 If the grievance is unsettled, it shall be submitted to the New Jersey State Mediation Board for arbitration, or any responsible party or parties mutually agreed upon, whose decision shall be binding on all parties.

### ARTICLE 8 – OVERTIME

- 8.1 The NBPA will use a formal overtime schedule for contracting employees that is based on seniority and rotation. If an employee refuses to work overtime or is unreachable on three consecutive attempts, the employee will lose the courtesy of being contacted and be taken out of the schedule for one (1) month.
- 8.2 Management will try to accommodate the Booth Attendant with relief during mandatory overtime. Management will use its best efforts to provide relief from mandatory overtime within two (2) hours after the end of the prior shift.
- 8.3 The NBPA and the Union Shop Steward will make good faith effort to contact union members to fill the shift. The Booth Attendants on duty will be asked first, followed by Part-time Attendants, then full-timers not on the clock. The first employee able to fill the length of shift requested will be given the assignment. If no employee can fill the length of shift requested, then assignment will be given to employee who can work greatest portion of shift. However, NBPA reserves the right to place a security officer if unable to get commitment from Union employee to fill any available hours of shift.
- 8.4 Union employees who volunteer or commit to working overtime but fail to work the scheduled hours will result in the use of sick time for missed hours. (This will result on the second occurrence within a two (2) month period.)

### ARTICLE 9 – BENEFITS

- 9.1 The New Brunswick Parking Authority offers insurance plans to full-time employees. Employees are entitled to health benefits after the completion of two months continuous service and three months for all other benefits offered by the New Brunswick Parking Authority.
- 9.2 Health Care Benefits and contributions by employees are subject to State of New Jersey Law (See attached schedule).
- 9.3 Dental Insurance: Employee coverage is paid by the NBPA, family coverage is paid in full by the employee.
- 9.4 Prescription Plan: Employee and family coverage is dictated by State of New Jersey Health Plan guidelines.
- 9.5 State Disability: Employee and employer contributions are required.

- 9.6 Pension Plan & Life Insurance: Mandatory participation in the Public Employees Retirement System based upon employee and employer contributions.
- 9.7 New Jersey State Family Leave Insurance, mandatory participation in the plan.

**ARTICLE 10 – WORKMEN’S COMPENSATION**

- 10.1 The New Brunswick Parking Authority complies with the requirements of the NJ Workmen’s Compensation Act, NJSA 34:15.1 et. Seq. Any employee who sustains a work related injury or disability that renders him or her physically unfit to perform the required duties of the job may be granted worker’s compensation benefits as described in the Act. Payment for any and all injuries under this section shall be in accord with requirements.
- 10.2 Upon the occurrence of an accident or any compensable occupational disease in the work place, the Authority will take the necessary action and provide any information as required. Any injury must be reported immediately to the manager/supervisor and an injury report form shall either be filled out by the injured employee or manager/supervisor if the employee is unable. Employees on Workmen’s Compensation must contact the Human Resource Manager weekly to update their status.

**ARTICLE 11 – VACATION**

- 11.1 All full-time employees shall receive paid vacations as follows:  

Length of Service:	Entitlement:
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New Hires: After 90 days earn 1 day every 3 months for remainder of year 1

Hired before January 1 <sup>st</sup>	One week the following year
One (1) year	One Week (5 business days)
Two (2) years	Two Weeks (10 business days)
Five (5) years	Three Weeks (15 business days)
Ten (10) years	Four Weeks (20 business days)
Fifteen (15) years	Five Weeks (25 business days)
Twenty-Five (25) years--	Six Weeks (30 business days)

- 11.2 Vacation pay for all employees shall be based on the employee’s pay rate and hours of work per weekly work schedule.
- 11.3 If a paid holiday falls during an employee’s vacation, and the employee normally works, holiday pay will apply and not vacation time.
- 11.4 Vacation time must be taken during the year in which it is earned.
- 11.5 All vacation requests need to be approved by Property Manager or Operations Manager /Supervisor. Employees wishing to utilize up to 2 vacation days must

request off 72 hours prior to days requested. Up to 2 employees from a department will be allowed to utilize vacation times concurrently. Vacation time is not to be used as sick time

- 11.6 Employees wishing to utilize three (3) or more vacation days must submit vacation forms fourteen (14) days in advance and must be approved by the supervisor. Employees wishing to utilize two (2) vacation days must be approved by the supervisor. In case of serious conflict, vacation time will be based on seniority. Compensation is available in lieu of vacation time after September 1<sup>st</sup>. Vacation time is not to be used as sick time in any form unless previous authorization is granted by the Human Resource Manager.

### ARTICLE 12 – SICK DAYS

- 12.1 Fulltime employees receive ten (10) sick days, up front, per calendar year.
- 12.2 All Part-time employees will earn (4) four hours sick leave per 104 hours worked.
- 12.3 Part-time employees calling out (2) times within a 60 day period may be subject to discipline.
- 12.4 Employees will be eligible to receive monetary compensation for 65% of unused sick days of the previous calendar year each December. The remaining 35% will be carried over as accrued sick days. Compensation of sick time does not include previously accrued sick time.
- 12.5 Sick time will not be permitted to be utilized, unless medically excusable. The Parking Authority reserves the right to require a physicians note of explanation for employee illness for the scheduled work days immediately before or after a paid vacation or personal day, or immediately before or after a paid holiday, or they will not be paid for the holiday or vacation day or personal day. The Parking Authority reserves the right to require a physicians note if three (3) or more sick days are taken consecutively or within a Sixty (60) day period.
- 12.6 Upon favorable termination, to be determined by the Executive Director, compensation for unused sick time will be based upon length of service and a percentage of the individual daily earnings as follows:

<u>Length of Service</u>	<u>Daily % of Earnings</u>
3 – 5 years	50%
6 – 9 years	65%
10 years and over	75%

If termination of employment occurs prior to or on September 1<sup>st</sup>, a prorated amount of the present calendar year sick time will be utilized. After September 1<sup>st</sup> the full compliment will be honored.



### ARTICLE 13 – PERSONAL DAYS

- 13.1 All employees are entitled to five (5) personal days per year with 24 hours notice. Personal days must be used within the calendar year they are allotted. All usage of personal time needs to be approved by supervisor.

### ARTICLE 14 – HOLIDAYS

- 14.1 The NBPA provides thirteen (13) paid holidays each year to full-time Booth Attendants, Property Maintenance and Custodial personnel.
- 14.2 Holiday pay will be based on rate of pay and hours worked per weekly work week schedule. In the event that a full-time employee works on a paid holiday, he/she will be paid at a rate of double-time for all hours worked in addition to his/her regular holiday pay. The following will be considered paid holidays for full-time employees.
- |                             |                            |
|-----------------------------|----------------------------|
| 1. New Year's Day           | 8. Veteran's Day           |
| 2. Martin Luther King's Day | 9. Thanksgiving Day        |
| 3. President's Day          | 10. Day after Thanksgiving |
| 4. Good Friday              |                            |
| 5. Memorial Day             | 11. Christmas Day          |
| 6. Independence Day         | 12. Day after Christmas    |
| 7. Labor Day                | 13. Employee's Birthday    |
- 14.3 Part-time employees who work on any holiday listed in Article 14.2 denoted with an asterisk \* (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) shall receive straight time for all hours worked plus an additional amount of half-time. Example: Part-time employees working eight (8) hours on a holiday will receive 12 hours of regular straight pay.
- 14.4 Full-time employees absent the scheduled work day directly before or directly after a paid holiday will not be paid for the holiday unless they have an approved vacation or personal day or have a doctor's note.

### ARTICLE 15 – LEAVE OF ABSENCE

- 15.1 Family Medical Leave Act: The NBPA agrees to comply with the requirements of the New Jersey Family Medical Leave Act, NJSA 34:11B-1 and the Federal Family and Medical Leave Act of 1993 (FMLA).
- 15.2 MEDICAL: In addition to the New Jersey Family Leave Act, NJSA 34:11B-1, an employee may request a medical leave of absence only after one year of continuous service. Approval must be granted upon the recommendation of the employee's supervisor, with final approval by the Executive Director. A leave of absence is granted only for the period of the Employee's disability and is not to exceed six (6) months. Full medical insurance is extended during this period.

PERSONAL: New Jersey law will provide up to six (6) weeks of Family Leave Insurance benefits. Benefits are payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan to:

**Bond with a child** during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.

**Care for a family member with a serious health condition** supported by a certification provided by a health care provider. Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12 month period beginning with the first date of the claim.

Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

- 15.3 Full medical insurance is extended during this period.

## ARTICLE 16 – BEREAVEMENT

- 16.1 Any employee suffering bereavement will be compensated in the following manner:

<u>Five (5) Days</u>	<u>Three (3) Days</u>	<u>Two (2) Days</u>	<u>One (1) Day</u>
Mother	Paternal Grandparent	Paternal Aunt/Uncle	Spousal Grandparent
Father	Maternal Grandparent	Maternal Aunt/Uncle	Spousal Aunt/Uncle
Spouse	Step Mother	Step Sister	Niece
Child	Step Father	Step Brother	Nephew
Sister	Mother-In-Law		First Cousin
Brother	Father-In-Law		
Legal Guardian	Sister-In-Law		
	Brother-In-Law		

The New Brunswick Parking Authority reserves the right to require reasonable proof / confirming documentation. Observance of any other type of bereavement requires authorization from your supervisor.

### **ARTICLE 17 – JURY DUTY**

- 17.1 Any employee who is going to Jury Duty must present upon receipt the “Report to Jury Duty” notice to their supervisor.
- 17.2 Employees who are required to perform jury duty will receive regular compensation by presenting the verification of jury duty attendance. Jury duty is only paid if employee is scheduled to work that day.

### **ARTICLE 18 – MILITARY LEAVE**

- 18.1 Any employee of the Authority who is a member of the National Guard, Naval Military, Air National Guard, or reserve component of the Armed Forces of the United States, and is required to engage in active duty or field training, may be granted a Military Leave with pay as scheduled below. Supplemental pay by the Authority will equal the difference between pay which would have been earned by an employee on the job minus the wages actually paid by active duty Military Service pay, subject to employees length of service as provided below:

<u>NBPA Years of Service</u>	<u>Length of Military Pay Benefit</u>
2 Years	2 Weeks
3 Years	3 Weeks
4 + Years	4 Weeks

### **ARTICLE 19 – JOB OPENINGS**

- 19.1 Job openings will be posted for a minimum of seventy-two (72) hours. Seniority will be given serious consideration for selection in addition to experience and skill of position available.

### **ARTICLE 20 – SEVERANCE PAY PROGRAM**

- 20.1 Severance pay will be granted to all full-time employees in the following manner, except in circumstance where employee is removed under Articles 6.1 and 6.2 provisions.

- (a) One (1) week severance pay based on a forty (40) hour work week will be granted to an employee who has had ten (10) years of continuous employment with the Authority.
- (b) Full-time employees for a fifteen (15) year period will be granted two weeks severance pay based on a forty (40) hour week.
- (c) Full-time employees with twenty (20) years of continuous employment will be granted three (3) weeks severance pay based on forty (40) hours.

### ARTICLE 21 – DISCRIMINATION

- 21.1 Neither the Management nor the Union shall discriminate against any employee because of age, race, creed, color, sex, or national origin.

### ARTICLE 22 – CREDIT UNION

- 22.1 It is agreed that the Parking Authority will provide a payroll deduction program for a Credit Union at the written request of the employee.

### ARTICLE 23 – DRUG TESTING

- 23.1 The Union is aware that the Parking Authority will require drug testing for all employees. The emphasis of this program is to ensure a safe, drug free environment for its clients, tenants and employees. The Parking Authority will conduct yearly drug testing and provide rehabilitation services.
- 23.2 The Parking Authority shall conduct drug and alcohol testing annually as part of a limited physical examination. Initial failure to participate in this testing will result in a written warning with stipulation that testing take place within seventy-two (72) hours. If the employee fails to submit to testing a second time, he/she will receive a suspension without pay. After another period of seventy-two (72) hours, a third refusal of drug testing will result in termination.
- 23.3 Employees testing positive shall be given a second, more thorough test within forty-eight (48) hours. Upon testing positive a second time, rehabilitative action will be taken.
- 23.4 Any union employee involved in a vehicular accident while driving a NBPA vehicle will be subject to an immediate drug / alcohol test at the NBPA's expense.
- 23.5 Rehabilitative action shall consist of the normal disciplinary process with a requirement to enter drug and alcohol dependency rehabilitation. Failure or refusal to enter counseling will result in termination. Failure or refusal to attend all prescribed counseling sessions shall result in the appropriate disciplinary action.

- 23.6 The Executive Director, his Operations Manager or the Property Manager may require employees addressed in this Contract to submit to drug and alcohol testing if there is reasonable suspicion that the employee is using drugs and/or alcohol. Reasonable suspicion shall include, but not be limited to, witnessing the use of drugs on the job by the employee and observing behavior of the employee that is consistent with drug use.
- 23.7 When employees are required to submit to drug or alcohol test as outlined in article 23.6, a written report shall be made within two hours and made available to the Union. Prior to being sent for any test the Shop Steward or replacement Steward shall be allowed to interview the employee being sent for such test.
- 23.8 Drug and alcohol rehabilitation information shall be made available to all employees. Any employee who believes him/herself to have a drug problem will not be penalized if he/she enters rehabilitation at his/her own discretion with proper notice.

#### ARTICLE 24 – WAGES

- 24.1 The hourly wage schedule shall be as follows:

##### FULL-TIME EMPLOYEES

<u>Property Maintenance</u>		<u>Booth Attendant</u>	
1/1/2012	\$19.73 per hour	1/1/2012	\$18.28 per hour
1/1/2013	\$20.32 per hour	1/1/2013	\$18.83 per hour
1/1/2014	\$20.93 per hour	1/1/2014	\$19.40 per hour
1/1/2015	\$21.56 per hour	1/1/2015	\$19.98 per hour
<u>Custodians</u>			
1/1/2012	\$13.55	1/1/2013	\$13.96
1/1/2014	\$14.37	1/1/2015	\$14.80

##### PART-TIME EMPLOYEES

<u>Property Maintenance</u>		<u>Booth Attendant</u>	
1/1/2012	\$14.53 per hour	1/1/2012	\$14.59 per hour
1/1/2013	\$14.97 per hour	1/1/2013	\$15.03 per hour
1/1/2014	\$15.42 per hour	1/1/2014	\$15.48 per hour
1/1/2015	\$15.88 per hour	1/1/2015	\$15.94 per hour

- 24.2 Time and one-half shall be paid for all work in excess of eight hours daily.
- 24.3 After 2<sup>nd</sup> sick day documentation may be required for hours to qualify for OT (40 hours)
- 24.4 Full-time employees working on a Monday to Friday regular forty (40) hour schedule shall be paid time and one-half for all hours worked on Saturday and double time for all hours worked on Sundays and holidays.
- 24.5 Full-time employees whose regular forty (40) hour schedule begins on a day other than Monday shall be paid time and one-half for all hours worked on the 6<sup>th</sup> day of their schedule work week and double time for all hours worked on the 7<sup>th</sup> day. Full-time employees working other than Monday – Friday shift choose which day they would get paid time and one-half and doubletime and submit to Property Manager or Operations Manager.
- 24.6 PAY PERIODS: The Authority reserves the right to pay all employees on a weekly or bi-weekly basis. Pay checks will be distributed on a Friday. Paychecks will be distributed on the closest possible weekday before a payday that falls on an official holiday.

#### **ARTICLE 25 – SICK POLICY**

- 25.1 Sick days may be used for any sickness or injury. A physicians note will be required if an employee is out for three or more consecutive days or three days within a sixty (60) day period.
- 25.2 Use of sick time for any reason other than sickness and/or injury will not be tolerated. Management will move for disciplinary action, as per Section 12 of the NBPA Personnel Manual and as per Article 6.4 of the NBPA Teamsters Collective Bargaining Agreement, when an employee has called out sick in excess of sick time that has been earned.
- 25.3 Excessive and/or chronic absenteeism as observed by the immediate supervisor and as determined by the Executive Director, will continue to be considered reason for immediate termination as per the Personnel Manual and Collective Bargaining Agreement. Excessive and chronic are generally deemed as beyond what is usual and constant or frequently recurring.
- 25.4 The only exception to this policy will be in situations when an employee has been disabled or hospitalized for an extended period of time. Such cases will be reviewed by the Executive Director on a case by case basis. Full medical documentation will be required in these situations.
- 25.5 Any full-time employee who has worked sixty (45) consecutive scheduled workdays without using sick time and has been on time will be compensated with four (4) personal hours.

## **ARTICLE 26 – ATTENDANCE POLICY**

- 26.1 All employees are to be at their stations prepared to work at the start of their shift.
- 26.2 All Union employees are to leave a message on the security phone. Weekend employees are to contact security, 2 hour notification required
- 26.3 Weekend Booth Attendants are responsible to notify the Administrative Office and advise them that you will be absent, 2 hour notification required.
- 26.4 Any absence without allocated sick time will subject the employee to disciplinary action up to and including termination.
- 26.5 Personal or vacation time may not be used for any unexcused absence.
- 26.6 Any employee absent for three (3) or more days without any notification to the Authority will be considered having abandoned their position.

## **ARTICLE 27 – INCLEMENT WEATHER POLICY**

- 27.1 Employees requesting the day off during inclement weather must call the main office no later than two (2) hour before the employee's starting time. Employees must use either vacation or personal time for the day.
- 27.2 If the Authority determines that employees do not have to report to work during regular shift hours due to hazardous weather conditions a message will be on the answering machine advising them of such. Employees will be paid regular salary for the day.
- 27.3 All maintenance personnel must report to work during inclement weather or emergency situations. If maintenance personnel work when other departments do not have to report for their designated shift, reporting personnel will receive compensatory time for hours worked.  
Maintenance Employees who do not show up during inclement weather and do not have a scheduled day off may be subject to discipline.

## **ARTICLE 28 – SEXUAL HARASSMENT POLICY**

- 28.1 The Union agrees with the NBPA Sexual Harassment Policy with the following exception:  
Any employee who wishes to make a complaint of sexual harassment knows of the right to be represented by a union steward or officer. Similarly, any employee who is under investigation for alleged violation of the policy has the right to union representation at every step of the procedure.

## ARTICLE 29 – ON CALL

- 29.1 A stipend will be given to Booth Attendants on-call during the year to cover call outs of those attendants regularly scheduled for theater facilities. On-call will be on a weekly rotating basis. The booth attendant on-call will receive \$20.00 per weekend for their service.
- 29.2 On-call procedure for coverage:
1. If the scheduled attendant is unable to report to work as scheduled they must call the security office at (732) 545-3118 Ext. 17 and leave a detailed message including the following information:
    - (a) Starting and ending time of scheduled to be on duty.
    - (b) Lot or Deck scheduled for work.
  2. The Security guard on duty will then proceed to phone the on-call attendant and advise them to stand by if needed.
  3. The Security guard on duty will then attempt to get a part-time Attendant in for coverage. If there is no response from the part-time attendants then the guard will call the on-call Attendant to have them come in.
  4. Be advised that the attendant on-call must be responsible to cover the shift if there is a call out. You may switch with another attendant if you know you will not be able to cover for a specific day with prior approval.
  5. If attendant does not respond, the on-call stipend will not be paid. Telephone records will verify calls.

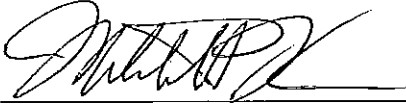
## ARTICLE 30 – ELECTRICAL WORK

- 30.1 Maintenance employees will continue to perform minor electrical work such as changing light bulbs, etc. All detailed electrical work is to be done by an electric union contractor.



**ARTICLE 31 – DURATION OF AGREEMENT**

31.1 This agreement shall run from 12:01 a.m., January 1, 2012 to 12:00 midnight, December 31, 2015. The parties shall meet no less than sixty (60) days prior to the end of this agreement for the successor agreement.



\_\_\_\_\_  
New Brunswick Parking Authority  
City of New Brunswick  
One Penn Plaza – Ferren Mall  
New Brunswick, NJ 08903



\_\_\_\_\_  
Teamsters Local Union No. 102  
Affiliated with the International  
Brotherhood of Teamsters  
446 Morris Ave  
Springfield NJ 07083

9.2 Effective, January 1, 2012, in accordance with the new State Law, in which ALL Government employees must contribute towards the cost of health insurance, union employees will begin contributing towards the cost of health insurance.

As per the law, health insurance contribution will be based upon an employee's salary which determines the amount to be deducted towards the cost of the employee's particular plan and coverage. Please reference the (3) tables that begin on page 3 for the percentages that employee's will be required to contribute based on this criteria.

Based on the law, Union employees hired prior to June 28, 2011 will be making incremental contributions over 4 years beginning with a plan year date of January 1, 2012.

**\*\*IMPORTANT:** any employee hired after 6/28/11 will be required to pay the Year 4 percentage beginning January 1, 2012 and each year after.

**\*\*Reminder:** Adjustments will be made according to salary increases and premium increases.

**How to use these tables:**

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period and the full payment requirement (4th year). The tables cover single, employee "plus" (children, spouse, or partner), and family coverage.

The percentages to be used are based on the following time periods:

**Union Employees**

**Year 1:** January 1, 2012 – December 31, 2012

**Year 2:** January 1, 2013 – December 31, 2013

**Year 3:** January 1, 2014 – December 31, 2014

**Year 4:** January 1, 2015 – December 31, 2015

2. Use the table that reflects the type of coverage chosen by the employee; then find the employee's base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
3. The tables are based on a 12 month salary.

### SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000- 24,999.99	1.38%	2.75%	4.13%	5.50%
25,000- 29,999.99	1.88%	3.75%	5.63%	7.50%
30,000- 34,999.99	2.50%	5.00%	7.50%	10.00%
35,000- 39,999.99	2.75%	5.50%	8.25%	11.00%
40,000- 44,999.99	3.00%	6.00%	9.00%	12.00%
45,000- 49,999.99	3.50%	7.00%	10.50%	14.00%
50,000- 54,999.99	5.00%	10.00%	15.00%	20.00%
55,000- 59,999.99	5.75%	11.50%	17.25%	23.00%
60,000- 64,999.99	6.75%	13.50%	20.25%	27.00%

65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

#### FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%

65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

**MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE**

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%

65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%