

AGREEMENT BETWEEN
THE BOROUGH OF FLORHAM PARK

MORRIS COUNTY

AND

LOCAL UNION 469

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

BOROUGH OF FLORHAM PARK
111 Ridgedale Avenue
Florham Park, New Jersey 07932

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LABOR AGREEMENT

This AGREEMENT is entered into the ___ day of _____, 2011 between LOCAL UNION NO. 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and the BOROUGH OF FLORHAM PARK, N. J., hereinafter referred to as the "BOROUGH".

The effective date of this Agreement is _____, 2011. The Borough and the Union agree as follows:

ARTICLE I

RECOGNITION

Section 1

The Borough recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment, benefits and other conditions of employment for all employees in the Public Works Department and the Water and Sewer Utilities, excepting the Supervisors and Office Clerical and other members of Borough management.

Section 2

For purposes of this agreement the term employee or employees shall mean a member or members of the bargaining unit as set forth in Section (1) of this article.

ARTICLE II

AGENCY SHOP

Section 1

Purpose of Fee: If an employee covered by this Agreement does not become a member of Local 469 during any membership year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Local for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Local as majority representative.

Section 2

Amount of Fee

a. Notification:

Prior to the beginning of each membership year, Local 469 will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

b. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by Local 469 as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Local to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

Section 3

Deduction and Transmission of Fee

a. Notification:

Once during each membership year covered in whole or in part by this Agreement, Local # 866 will submit to the Borough a list of those employees who have not become members of the Local for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to Local #469.

b. Employment:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to Local #469 a list of all employees who either began or terminated their employment in a bargaining unit position during the preceding 30-day period. The list will include names, addresses, job titles, social security numbers, rate of pay and dates of employment for all such employees. Temporary and part-time employees are exempt from payment of the representation fee and change in employment or termination of employment need not be reported.

ARTICLE III

CHECK - OFF

The Borough agrees that it will, on the first payroll of each month, deduct the Union dues/representation fee from the pay of each employee for whom the Union has supplied, in accordance with law, a written statement signed by the employee authorizing these deductions. The Borough further agrees that it will transmit such dues/fees along with a list of those employees from whom deductions were made to the Secretary-Treasurer of Local #469 within 10 days after the dues are deducted.

After an employee has been employed for 125 working days, the Borough agrees to deduct the Union initiation fee in four (4) consecutive payments and to transmit such deductions as set forth above.

The union will furnish the Borough a written statement of the dues and initiation fees to be deducted.

ARTICLE IV

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 125 working days. During this probationary period the Borough reserves the right to terminate a probationary employee for any reason. Such terminated employees shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE V

SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- a. Voluntary Resignation.
- b. Discharge for just cause.
- c. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.

d. Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement.

ARTICLE VI

NOTIFICATION TO THE UNION

The Borough will notify the Union in writing of all promotions, transfers, suspensions and discharges.

The Borough will notify the Union in writing prior to a layoff.

ARTICLE VII

PROMOTIONS AND DEMOTIONS

Section 1

The Borough agrees to give preference to employees within the bargaining unit when filling all job vacancies before hiring new employees provided that among employees then in the bargaining unit there are an adequate number who are physically and otherwise qualified to learn the work associated with such vacancies and they are willing to do so.

Section 2

The Borough shall post all job vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment and requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. However, the posting period shall not be considered closed until all employees have been notified of the vacancy.

Section 3

Employees have the right to bid laterally. A lateral transfer shall be awarded to the most senior employee who bids for the job, provided that he has the physical and other qualifications necessary to fill it.

Section 4

When selecting the employee for promotion from among those employees who have bid on a job promotion, the most senior employee shall be awarded the promotion unless he does not have the

qualifications to fill the job. In the event that the most senior employee is not qualified, the next most senior employee shall be considered for the position under the same conditions as stated above.

Section 5

The successful bidder shall receive a trial period of ninety (90) days on the new assignment. Such employee shall be compensated at the rate of pay of the new classification.

The Union and the employee will be kept advised of the progress made in learning the new assignment. If during the trial period and after having been given the necessary constructive guidance and assistance necessary to learn the duties associated with the new position the employee fails to successfully meet these requirements, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never vacated.

In the event a surplus exists in a particular classification, employees with the least lower classification seniority shall be demoted to the next lower classification. Such demoted employees shall be maintained at their old rate for a period of four (4) weeks before being reduced to the rate of pay of the classification demoted to

Section 6

When an employee is promoted from a lower rated job to a higher rated job, he shall be placed in the lowest step of the higher rated job that will provide at least a 5% increase in base wages.

ARTICLE VIII

CONTRACTING

The Borough reserves the right to continue contracting all types of work which it has normally been contracting in the past and to contract certain types of work which may arise in the future. In the latter case the Borough agrees to notify the Union in advance of such proposed contracting.

The Borough may contract work only if the following conditions are met:

- a. There are no employees on layoff with unexpired recall rights who are qualified to perform the work which will be sub-contracted.
- b. No employees will be laid off during the period of the work being contracted.

c. The work cannot be done by the existing employees within the time such work is required to be completed.

ARTICLE IX

SUSPENSION OR REVOCATION OF LICENSE

In the event that an employee loses the use of his New Jersey Driver's License, the Borough will, when possible, endeavor to continue his employment during the period of suspension or revocation. All employees will comply with the Federally Mandated Anti-Drug/Alcohol Plan 49CRF, Parts 40, 199 and 352, which the Borough has adopted by Ordinance

ARTICLE X

LAYOFF AND RECALL

The Borough may reduce the working force due to lack of work from any cause including budgetary constraints. In such case, the following procedure shall apply.

a. Employees shall be laid off in the order of least total seniority, regardless of classification, provided those employees remaining are capable of doing the work which must be performed. In cases where they are not capable of doing the work available, less senior persons who are capable of doing it will be retained.

b. Notice of such layoffs will be given at least 45 days before the scheduled layoff.

c. A laid-off employee shall have preference for re-employment for a period of eighteen months.

d. The Borough shall rehire laid off employees in the order of greatest employment seniority provided that those who would be rehired on that basis are capable of performing the work available.

e. Notice of re-employment availability shall be sent to a laid off employee by registered or certified mail to the last known address of such employee. The employee must respond within seven (7) workdays of his intent to return to work or it will be assumed that he does not desire re-employment.

ARTICLE XI

SEPARATION FROM EMPLOYMENT

Upon discharge the Borough shall immediately pay all monies, including earned unused vacation pay, due the employee.

Upon quitting, the Borough shall pay all monies due to the employee including earned unused vacation pay, on the payday following the resignation.

ARTICLE XII

JOB STEWARD

The Borough recognizes the right of the Union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

1) Have been reduced to writing, or

2) If not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, disruption of job performance, or any other interference with the Borough's business.

The job steward or alternate has no authority to take strike action, or any other action interrupting the Borough's business.

The Borough recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The job steward or alternate shall be permitted to investigate, present and process grievances on or off the property of the Borough provided that during his working hours the job steward or alternate shall obtain permission from his supervisor before conducting such activity.

Before a steward or alternate may officially act in such capacity the Union must notify the Borough in writing of his appointment.

ARTICLE XIII

INSPECTION PRIVILEGES

Providing prior notice is given to the Borough, authorized agents of the Union shall have access to the Borough's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Borough's work schedule.

ARTICLE XIV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

A grievance shall mean alleged violation of any provision of this Agreement. An employee may be represented by an officer of the Union at any or all of the grievance steps provided for below.

Section 2

The procedure for handling a grievance by an employee shall be as follows:

Step 1

Any employee having a grievance shall within ten (10) days after the occurrence of the grievance submit it in writing to the Director of Public Works or Director of Community Services, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) days of its occurrence shall be considered void.

Step 2

If the grievance is not resolved at Step 1 within five (5) days it shall be submitted to the Borough Administrator, who shall respond to it within five (5) days of its receipt from the Director of Public Works or the Director of Community Services.

Step 3

If the grievance is not resolved at Step 2 within five (5) days it shall be submitted to the Mayor and Council, who shall respond to it within a reasonable period of time.

Step 4

The Mayor and Council shall submit to the Union in writing a final statement on its position.

Arbitration procedures must be initiated by the Union within ten (10) days after the Mayor and Council have submitted its written answer or the case shall be considered closed.

Section 3

If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Mediation and Conciliation Service for the selection of an arbitrator. After the Service submits a list of Arbitrators to the Union and the Employer, each shall reply with its preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The decision of the Arbitrator shall not be considered a precedent for future interpretation of the provisions of this Agreement.

ARTICLE XV

DISCHARGE OR SUSPENSION

Section 1

The Borough shall not discharge nor suspend any employee after completion of the probationary period as defined in Article IV without just cause. In all cases involving the discharge or suspension of any employee, the Borough will notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office, within one (1) working day from the day of the discharge or suspension.

Unless the circumstances of the case make it unwise or impractical to do so, before an employee is discharged, there shall be a written notice to the Union stating the reason(s) for the intended

discharge. As soon thereafter as it is practicable to do so a conference shall be held between the Union and the Borough for the purpose of reviewing the matter.

Section 2

Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 3 of the Grievance and Arbitration provisions of this Agreement.

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

ARTICLE XVI

HOURS OF WORK

Section 1

The basic workweek for all employees hired prior to January 1, 2008, shall consist of a total of forty (40) hours within a five (5) day period, Monday through Friday. Employees hired on or after January 1, 2008, may be hired to work a basic work week of Tuesday through Saturday, at management's discretion.

Section 2

Each workday shall consist of eight (8) hours divided into two (2) periods separated by a 1/2 hour unpaid lunch period, which will be from 12:00 noon until 12:30 PM.

Section 3

Scheduled hours of work at the time of the signing of this Agreement are:

7:00 AM to 3:30 PM (All employees).

Section 4

Employees will be requested to work overtime when necessary. The Borough will make a reasonable effort to excuse employees who have personal commitments, however this will not reduce the employee's obligation to work overtime when assigned.

Section 5

Employees working at least four (4) hours overtime shall be entitled to a meal allowance of \$20.00. Should overtime requirements in any single instance extend to an additional (8) hours beyond

the initial four (4) hour period, employees will be entitled to receive a second meal allowance of \$20.00. Should conditions warrant, and at the discretion of the Director of Public Works, meal allowances may be made as direct cash payments to employees.

Section 6

Employees shall be allowed a paid 15-minute break once during each four (4) hour period.

Section 7

The employer agrees to guarantee an employee called in to work outside of his regular work schedule a minimum of four (4) hours work or pay in lieu thereof. This provision is not applicable if an employee is called in to begin his regular work shift at a time earlier than his regular starting time.

ARTICLE XVII

PREMIUM PAY

Employees shall receive premium pay in accordance with the following schedule:

1. 1 1/2 times the straight time hourly rate for all hours worked in excess of eight (8) in any calendar day.
2. 1 1/2 times the regular straight time hourly rate for all hours worked on Saturday (unless scheduled to work Tuesday through Saturday shift).
3. Double the regular straight time hourly rate for all hours worked on Sunday.
4. Double the regular straight time hourly rate for all hours worked on one of the holidays set forth in this Agreement plus regular straight time pay.
5. Any employee required to work on Sunday or on one of the holidays allowed in this Agreement shall receive a minimum of four (4) hours pay at double time as minimum pay for the call out.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

Compensatory time in lieu of premium pay may be taken upon the following conditions:

1. Employees must declare by the 1st day of each calendar quarter (January 1, April 1, July 1, and October 1) whether they prefer to receive premium pay or compensatory time for

that quarter; if no declaration is made by the employee the employee will receive premium pay.

2. Compensatory time off will be scheduled by management in accordance with the Department's current policy for scheduling time off and based on the principle that all employees will be permitted to use the time off within a reasonable period after making the request as long as it does not unduly disrupt the operations of the Department.
3. Compensatory time may accumulate and be carried over into succeeding calendar years up to a total of 40 hours. Any hours earned over 40 will be compensated by premium pay.

ARTICLE XVIII

WORK BY SUPERVISORS

Section 1

Borough supervisors of the grade of Superintendent or higher in the Buildings and Grounds Department and in the Road and Water Departments, will not normally do the work of the type ordinarily done by employees under their supervision.

Section 2

It is recognized, however, that circumstances will arise where such management personnel will be required to perform work normally identified as bargaining unit work. However, under no circumstances will such work include the following:

- a. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.
- b. Snow Removal: Borough supervision shall not operate vehicles or otherwise perform bargaining unit work during snow removal emergencies.
- c. Special Project Work: Borough supervision shall not perform work during normal working hours or out of hours on projects of a special nature in lieu of granting overtime to bargaining unit employees to perform such work.
- d. Borough supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.
- e. Borough supervision shall not perform Premium Pay work as described in Article XVII or work operating equipment as set forth in Article XIX, Section 2, which is normally performed

exclusively by bargaining unit employees unless no bargaining unit employees are available to do the work and/or there is an emergency situation.

Section 3

Emergency conditions may require the performance by management employees of any type work required by the occasion if all practicable means of meeting the situation have been exhausted.

Section 4

Section 1 shall not apply in those cases where a supervisor is assigned to do bargaining unit work for his training on a project involving new developments or major changeovers or in a case where a supervisor is giving training or instruction to a bargaining unit employee. Under such conditions, no reduction in the normal assignment of bargaining unit employees will be made as a result.

ARTICLE XIX

RATES OF PAY

Section 1

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made a part of this Agreement.

Section 2

a. When an employee with title of Driver/Laborer is assigned to operate the equipment listed below for four (4) or more hours in a day, he shall be paid a differential for the day of fifteen dollars (\$15.00).

EQUIPMENT

- | | |
|---|--------------------------|
| (1) Backhoe | (6) Bucket Truck (R-2) |
| (2) Front End Loader | (7) Side-Mounted Mower |
| (3) Ford Tractor when used with bucket | (8) Torro Grounds Master |
| (4) Catch Basin Truck (R-11) | (9) Sewer Jet |
| (5) Skid Loader | (10) Fork Lift |
| (11) Small Backhoe when hoe is being used | |

b. When an employee is operating the above equipment on an overtime basis and when the employee has operated such equipment for at least four (4) hours, during the basic workday or at least four (4) hours, during the overtime period, the premium pay differential shall be added to the employees' basic daily rate for the purpose of computing premium pay.

Section 3

When an employee with the title of Driver/Laborer or Assistant Mechanic is assigned duties included in the Water Operator Classification, the employee shall be paid the corresponding Water Operator rate, provided such assignment is for four (4) or more hours in a day.

Section 4

The Borough requires each new hire to present a Commercial Drivers License (CDL) as a condition of employment.

The Borough will arrange and pay for training to obtain a CDL for employees currently on the payroll and will arrange and pay for licensing and/or certification to operate other equipment for which new or revised licensing or certification requirements are introduced subsequent to an employee having been hired.

Section 5

When a new job is created, the Borough shall establish a rate of pay for it based upon comparison of the rates paid for other jobs in the bargaining unit. In the event that the Union desires to negotiate on this subject, they must notify the Borough of their intention to do so within fifteen (15) days of that notification to the Union.

ARTICLE XX

LONGEVITY

All employees hired prior to January 1, 2011, are entitled to receive longevity pay for each completed five (5) years of continuous employment in accordance with the following schedule. No employees hired after January 1, 2011, shall be entitled to receive Length of Service Payments

<u>YEARS OF EMPLOYMENT</u>	<u>ENTITLEMENT</u>
After Five (5) Years	\$ 400.00
After Ten (10) Years	575.00
After Fifteen (15) Years	875.00
After Twenty (20) Years	1,350.00

ARTICLE XXI

PAY DAY

Section 1

Employees will be paid all earnings twice a month by check during working hours. Paychecks will be issued on the 15th day and the last day of the month, when those days fall on a weekday, or on the preceding weekday when the 15th or last day of the month fall on a weekend or Holiday.

Section 2

Vacation pay will be paid on the payday prior to the start of an employee's vacation, if the employee so requests.

ARTICLE XXII

HOLIDAYS

Each employee shall receive eight (8) hours pay for each of the following holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day to be selected by Council

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

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

ARTICLE XXIII

VACATIONS

Section 1

Vacation periods with pay shall be granted in each calendar year to all permanent full-time employees subject to the following service factors:

- a. Employees engaged on or after July 1 of the current year - No Vacation
- b. Employees who will complete six (6) months of net credited continuous service on or before Dec. 31 of the current year - Five Working Days
- c. Employees who will complete one year but less than five (5) years of credited continuous service on or before Dec. 31 of the current year - Ten Working Days
- d. Employees who will complete five (5) or more years of credited continuous service on or before Dec. 31 of the current year - Fifteen Working Days
- e. Employees who will complete eleven (11) or more years of credited continuous service on or before Dec. 31 of the current year - Twenty Working Days
- f. Employees who will complete twenty-one (21) or more years of credited continuous service on or before Dec. 31 of the current year - Twenty-Five Working Days

Employees who have completed twenty-one (21) or more years of credited continuous service may be allowed to convert up to four (4) unused vacation days into sick days to be retained in their sick bank.

Section 2

Vacation schedules shall be posted by February 1 of each year. Preference for vacation time selection shall be granted employees in the order of greatest total employment seniority in the bargaining unit except that no more than ten (10) consecutive work days may be selected by an employee regardless of seniority before the next most senior employee selects his or her vacation. This selection process shall prevail until all employees in the bargaining unit have made their initial selections.

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

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request. The Borough may request proof substantiating death or disability and the employee must take the remaining vacation within the same calendar year that the original vacation was scheduled.

Section 3

Each employee is authorized three personal days per year to be used at his own discretion after notifying his supervisor at least 24 hours in advance. One personal day may be used each year without advance notice in the event of an emergency.

Section 4

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any time during the vacation season. The number of men allowed to take a vacation in any

particular week in each classification within a department is subject to review and discussion between the Job Steward and the Department Head.

ARTICLE XXIV

SICK LEAVE

Section 1

The following definitions shall apply to this article:

a. **Excused Absence:** Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three days or less; or for which employee presents a physician's certificate that the employee was unable to perform his duties for a period longer than three days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

b. **Injury Leave:** Excused absence granted by reason of injury sustained on the job, which is not the result of the employee's misconduct. Self-inflicted injury is not excusable.

c. **Loss of time benefit;** Compensation payable after the first month of excused absence or after accumulated sick leave is exhausted, whichever occurs first, but in no case less than fifteen working days after the excused absence began. It is credited to employees after the beginning of their second year of employment with the Borough.

d. **Sick Leave:** Excused absence granted by reason of illness or injury; provided such illness or injury is reported to management within 24 hours of its occurrence; it also includes absence due to death or serious illness in employee's immediate family (parents, wife or children) such that the employee's presence is required to alleviate hardship. Self-inflicted injury is not excusable.

Section 2

Calculation and Accumulation:

a. Each person covered by this Agreement shall accumulate sick leave at a rate of one day for each month of employment of a maximum of 11 months, or major part thereof. The total maximum accumulation of sick leave shall be 150 days.

b. **Injury Leave -** Each employee covered by this Agreement shall have available to him a maximum of 60 working days.

c. Each employee covered by this agreement shall earn loss of time benefits at the rate of 2 months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of 1 year.

Section 3

Payments

a. To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided that where worker's compensation payments are received, the leave and loss of time benefits will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Worker's compensation payments from both sources will equal the injury leave entitlement.

b. An employee whose absence is not excused will forfeit an equal amount of vacation time or if he has no accumulated vacation time, he will not be paid for such absence.

c. Sick and injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee's pay, or two hundred fifty dollars (\$250.00) per week, whichever is lesser for the total number of accumulated days.

d. Payments will be made for injury leave, sick leave and loss of time benefit in that order. Example: An employee entitled to injury leave will be paid up to sixty days; then his sick leave entitlement may be used until exhausted; thereafter he would receive his loss of time benefits.

e. 1) In the event that an employee with at least five years service retires, is permanently laid off, or voluntarily leaves the service of the Borough after having given appropriate notice of his intention to do so, he shall be entitled to one-half day's pay at his regular straight-time rate for each day up to a maximum of one hundred days (100) of unused sick leave he has credited to him at the time of separation from the Borough.

2) Except as provided in paragraph (1) of this subsection, unused sick leave, injury leave and loss of time benefits are not compensable when an employee is separated.

f. The Borough reserves the right to re-examine any employee to whom payments for excused absences are being made. If the Borough physician, or the Borough insurance company's physician, certifies that any such employee is capable of performing the duties of his position, such

employee's excused absence will be terminated as of the date the employee became capable of performing his duties.

g. Each employee covered by this Agreement shall earn a lump sum payment of two hundred dollars (\$200.00) for perfect attendance during the calendar year. Perfect attendance is defined as having no absence during the preceding year. The list of employees entitled to payment will be certified by the Director of Public Works by January 15th of the subsequent year. Payment will be made in the second pay period of January.

Section 4.

Appropriate/Excessive use of Sick Leave

a. Borough management must be satisfied that sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required if abuse is indicated. An employee falsely claiming sick time will be subject to disciplinary action.

b. Employees who demonstrate a continued problem with attendance will be subject to disciplinary action, up to and including termination.

c. If excessive absence is indicated, medical documentation may be required any time and must be in the form of a certificate of a licensed physician. Failure to provide documentation upon request will result in a denial of sick leave payment and will lead to disciplinary action, up to and including termination.

d. When an employee is absent from duty claiming illness on two or more occasions within any 30 calendar day period, his or her supervisor will discuss and document the reasons for the absences with the employee and a notation will be entered on the employee's attendance record indicating the employee was counseled.

e. When an employee is absent from duty, claiming personal illness on four (4) or more occasions within any six (6) month period, his or her supervisor will review the reasons for the absence with the employee. If discipline is appropriate, the employee will be warned and advised in writing that steps should be taken to improve his/her attendance or he/she may be required to submit satisfactory evidence as to future illness.

f. When an employee is absent from duty claiming personal illness on six (6) or more occasions within any six (6) month period, the employee's supervisor will once again discuss the

absences with the employee, and then advise and reinstruct the employee in writing that future absences may be excessive and subject him or her to disciplinary action. When an employee is absent on one (1) other occasion after receipt of such a written notice, the employee's supervisor may initiate disciplinary proceedings against the employee for excessive absenteeism, up to and including termination.

g. When an employee's absences fall into a pattern regardless of the number of occasions, appropriate disciplinary action will be taken, up to and including termination.

h. The Borough reserves the right to contact any employee who calls out sick to confirm that such employee is at home during their normal working hours. Any employee who is not confirmed to be at home when called may be subject to disciplinary action, including counseling, suspension, etc., at the discretion of the Director of Public Works.

ARTICLE XXV

HEALTH CARE AND DISABILITY INSURANCE PROGRAMS

Section 1

The Borough agrees to provide, and continue in force for the term of this contract, a plan of group medical, Rx and dental insurance for the benefit of the employees and their eligible dependents. The Borough agrees that if any changes are made to the program during the term of the contract that the benefits of the new program will be equal to, or better than, those in effect at the inception of this contract, unless otherwise agreed to by the bargaining unit.

Section 2

Effective January 1, 2011, all employees will be required to contribute payments toward the cost of medical and dental insurance coverage equivalent to 1.5% of their annual salary.

Effective January 1, 2011, all copays and deductibles under the Borough's group medical, RX and dental insurance shall be as set forth on Schedule B.

Effective January 1, 2011 no employees may be covered under the Traditional Coverage plan, including new hires, employees currently on the payroll, or retirees.

Section 3

In accordance with N.J.A.C. 52:14-17.38, the Borough of Florham Park agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their

dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the Connecticut General Health Insurance plan, CIGNA, on a benefit based on 25 years or more of service credited in such retirement system, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B. of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefit Commission.

Section 4

The Borough agrees to sponsor a voluntary short-term disability program for the benefit of the members of the Bargaining Unit. Those members who elect to participate in the program will be solely responsible for their premiums on their own policies. This program will not be considered a group insurance program and the Borough will not share in the cost of the program, nor pay any portion of the premiums, except as described below.

The Borough's responsibility will be limited to payroll deducting premiums for those members of the bargaining unit who elect to participate in the program and to remit payment to the insurance carrier. The Borough will serve only as the sponsor of the program as selected by the Bargaining Unit and will have no fiduciary role.

ARTICLE XXVI

PENSIONS

All practices and benefits presently in effect relating to the Retirement System shall continue without change.

ARTICLE XXVII

FUNERAL LEAVE

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

The employee's immediate family is considered to include: Spouses, Children, Brothers, Sisters, Parents, Parent-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents of employee or spouse.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Borough may request submission of proof.

ARTICLE XXVIII

MILITARY SERVICE

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

Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE XXIX

JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Borough.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE XXX

UNIFORMS

The Borough shall provide and maintain at no cost to the employee the following uniforms:

SUMMER

5 pairs pants

5 shirts

1 jacket

5 T-shirts

WINTER

5 pairs pants

5 shirts

1 jacket

1 hat

The Borough shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties. It is the employee's responsibility to take reasonable care of issued protective equipment along with utilizing it in situations where required and/or mandated by policy. Failure to do so will result in progressive disciplinary action:

Safety glasses

Safety shoes at a total cost not to exceed \$300.00 per year

Gloves

Slush boots

Safety hat

Rain suit

Hearing protection

Safety vest

The Borough shall replace uniforms, protective clothing and other issued equipment on a fair wear and tear basis.

ARTICLE XXXI

UNION BULLETIN BOARD

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

ARTICLE XXXII

SAFETY

The Borough shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The Borough shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

ARTICLE XXXIII

SANITARY CONDITIONS

The Borough agrees to maintain a clean, sanitary washroom with hot and cold running water, toilet facilities and individual lockers. Employees on their part agree to take reasonable care of the equipment and washrooms, including not littering the area.

ARTICLE XXXIV

COMPENSATION CLAIMS

Section 1

The Borough shall provide Worker's Compensation protection for all employees, as required by law.

Section 2

In the event that an employee is injured on the job, the Borough shall pay such employee wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of his regular shift. If an employee who has returned to regular duties after sustaining additional medical treatment and if the doctor cannot schedule a visit for him outside of his regularly scheduled working hours, the employee shall be permitted to visit the doctor without loss of pay for any part of his regularly scheduled working hours he is required to be away from the job in order to keep the appointment with the doctor.

ARTICLE XXXV

NON-DISCRIMINATION

The Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age nor will they limit, segregate or classify employees in any way to

deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE XXXVI

NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Borough's business, and the Borough agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE XXXVII

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XXXVIII

MANAGEMENT RIGHTS

All aspects of the management of the business of the Borough and the management and direction of the employees covered by this Agreement are retained by the Borough unless expressly modified by the terms of this Agreement.

ARTICLE XXXIX

SEPARABILITY AND SAVING CLAUSE

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXX

TERMINATION CLAUSE

The Agreement shall be in full force and effect from January 1, 2011 to and including December 31, 2013 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

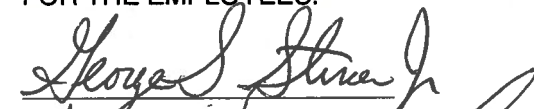
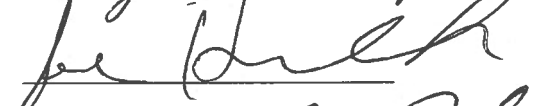

IN WITNESS WHEREOF, the parties hereto have set their hands and seal, this 21st day of June, 2011 to be effective as of January 1, 2011.

FOR THE BOROUGH:


R. Scott Eveland, Mayor


Sheila Williams, Borough Clerk

FOR THE EMPLOYEES:

Schedule A

MAXIMUM ANNUAL SALARIES

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Driver/Laborer	56,685	57,818	58,975
Water Operator Assistant Mechanic	58,521	59,691	60,885
Lead Mechanic	66,945	68,284	69,650
Road Foreman Buildings and Ground Foreman	73,230	74,695	76,189

Schedule A-1

PROGRESSION INCREASES FOR EMPLOYEES

Classification	2011	2012	2013
Driver/Laborer			
Start	43,748	44,622	45,515
Step 1	47,876	48,833	49,810
Step 2	49,980	50,979	51,999
Step 3	52,088	53,130	54,192
Step 4	54,195	55,279	56,384
Step 5	56,685	57,818	58,975
Sewer Plant Operator			
Water Operator			
Assistant Mechanic			
Start	43,748	44,622	45,515
Step 1	48,684	49,658	50,651
Step 2	51,142	52,165	53,208
Step 3	53,602	54,674	55,768
Step 4	56,060	57,182	58,325
Step 5	58,521	59,691	60,885
Lead Mechanic			
Start	57,327	58,474	59,643
Step 1	59,251	60,436	61,644
Step 2	61,174	62,398	63,645
Step 3	63,097	64,359	65,647
Step 4	65,022	66,322	67,649
Step 5	66,945	68,284	69,650
Road Foreman			
Buildings & Grounds Foreman			
Start	56,499	57,629	58,782
Step 1	59,844	61,041	62,262
Step 2	63,189	64,453	65,742
Step 3	66,534	67,865	69,222
Step 4	69,881	71,278	72,704
Step 5	73,230	74,695	76,189

Schedule A-2

JOB CLASSIFICATION AND BASE ANNUAL SALARIES

	2011	2012	2013
JOB CLASSIFICATION - DRIVER/LABORER			
REDIE	56,685	57,818	58,975
STINER	56,685	57,818	58,975
FUCITO	56,685	57,818	58,975
ARIANNO	56,685	57,818	58,975
STEPHENSON	56,685	57,818	58,975
RUTA	56,685	57,818	58,975
LANDISHMAN	56,685	57,818	58,975
JENKINS	56,685	57,818	58,975
LYNCH	56,685	57,818	58,975
French	56,685	57,818	58,975
Dennig	56,685	57,818	58,975
Hagenbush	56,685	57,818	58,975
Linden	56,685	57,818	58,975
Maines	56,685	57,818	58,975

IN PROGRESSION AT JANUARY 1, 2011

Traver	54,714	57,818	58,975
Bassolino	45,984	49,995	53,187

JOB CLASSIFICATION - WATER OPERATOR, ASSISTANT MECHANIC, Sewer Plant Operator

Bassolino, S	58,521	59,691	60,885
Drayton	58,521	59,691	60,885
Tompkins	58,521	59,691	60,885
DellAngelo	58,521	59,691	60,885

IN PROGRESSION AT JANUARY 1, 2011

Kiss	48,898	52,384	55,991
O'Dell	50,770	54,294	57,938

JOB CLASSIFICATION - LEAD MECHANIC

Hunchak	66,945	68,284	69,650
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Schedule A-3 #

Gross Annual Salaries

	2011	2012	2013
JOB CLASSIFICATION - DRIVER/LABORER			
REDIE	58,035	59,168	60,325
STINER	57,560	58,693	59,850
FUCITO	58,035	59,168	60,325
ARIANNO	58,035	59,168	60,325
STEPHENSON	58,035	59,168	60,325
RUTA	57,260	58,393	59,550
LANDISHMAN	57,260	58,393	59,550
JENKINS	57,260	58,393	59,550
LYNCH	57,260	58,393	59,550
French	57,085	58,218	59,550
Dennig	57,085	58,218	59,550
Hagenbush	57,085	58,218	59,550
Linden	57,085	58,218	59,375
Maines	57,085	58,218	59,550

IN PROGRESSION AT JANUARY 1, 2011

Traver	55,114	58,218	59,375
Bassolino	45,984	49,995	53,187

JOB CLASSIFICATION - WATER OPERATOR, ASSISTANT MECHANIC, SEWER PLANT OPERATOR

Bassolino, S	59,096	60,266	61,460
Drayton	59,096	60,266	61,460
Tompkins	59,096	60,266	61,460
DellAngelo	58,921	60,091	61,285

IN PROGRESSION AT JANUARY 1, 2011

Kiss	48,898	52,384	55,991
O'Dell	50,770	54,694	58,338

JOB CLASSIFICATION - LEAD MECHANIC

Hunchak	67,520	68,859	70,525
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Includes Longevity

SCHEDULE B

**COPAYS AND DEDUCTIBLES FOR MEDICAL AND PRESCRIPTION COVERAGE
EFFECTIVE JANUARY 1, 2011**

Plan Design	Previous Out-of-Pocket Costs	New Out-of-Pocket Costs
Provider Copay	\$10	\$15 Primary Care Provider \$30 Specialist
Deductible	\$100 Individual \$200 Family	\$200 Individual \$400 Family
Emergency Room Copay	\$25 (waived if admitted)	\$50 (waived if admitted)
Pharmacy (Maxor)	\$5 Generic \$10 Brand Mail Order -No Copay	\$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand Mail Order -No Copay