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Agreement Between
The Borough of Roselle Park
and the
Roselle Park Department of Public Works
Represented by the International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of America,
Local 260

January 1, 1990 through December 31, 1991

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AGREEMENT

THIS AGREEMENT, entered into this 18 day of *December* 1991, between International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 260, hereinafter referred to as the "Union," and BOROUGH OF ROSELLE PARK, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "Borough."

The effective date of this Agreement is: January 1, 1990

The Borough and Union agree as follows:

ARTICLE 1

RECOGNITION

The Borough recognizes LOCAL UNION NO. 260, UAW as the sole and exclusive bargaining agency for full-time employees, including working foremen of the Department of Public Works of the BOROUGH OF ROSELLE PARK, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified March 19, 1991, by P.E.R.C., Docket No. RO-91-132.

The provisions of this Agreement shall apply to the following employees:

All full time and regularly employed part-time
Department of Public Works Employees employed by
Borough of Roselle Park.

EXCLUDED: Superintendent of Public Works, Assistant
Superintendent of Public Works, Recyclers,
confidential employees, managerial executives,
professional/clerical employees, craft employees,
police, and supervisors.

ARTICLE 2

SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training and/or in the absence of qualified people. This provision shall not be used to deprive employees the opportunity to earn wages.

ARTICLE 3

UNION SECURITY AND DUES CHECK-OFF

The following provisions as to membership, and deduction of Union dues with respect to the employees within the collective bargaining unit are agreed to for the term of this Agreement, provided, however, that they shall be effective only subject to and conditional upon the UNION and the employees complying with the applicable provision and requirements of the Labor Management Relations Act, 1974, as amended:

A. It shall be a condition of employment that all employees of the Borough covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of the Agreement shall become members not later than thirty (30) days following the effective date of this Agreement. It shall also be a condition of employment that all employees covered by the Agreement and hired during the term thereof, shall on or after the thirtieth (30th) day following the beginning of such employment or on and after the thirtieth (30th) day following the effective date of this Agreement, whichever is later, become and remain members in good standing with the UNION. The Union agrees to accept for Union membership all employees hired by the Borough who apply for membership.

B. The Borough shall not be required to terminate the employment of any employee on the grounds that such employee has

ceased to be a member in good standing until the expiration of five (5) working days after receipt of notice in writing by the Union to the Borough that such employee is not a member of the Union in good standing. It is understood and agreed, pursuant to the Labor Management Relations Act, 1947, as amended, that loss of good standing in the Union shall not affect continued employment unless such loss is for reason of failure to tender regular dues or initiation fees as uniformly required of all employees. The employee shall have the right to pay such dues or initiation fees within said five (5) working-day period.

C. Upon receiving the written authorization of an employee in the form provided in this Article III, which form will be provided to the employees by the Union, the Borough agrees to deduct membership dues and initiation fees in such amounts as shall be fixed pursuant to the By-Laws and the Constitution of the Union during the continued effectiveness of such written authorization.

D. All sums collected shall be promptly remitted to the Financial Secretary of the Union.

E. The Union will certify in advance to the Borough, in writing, the amount of dues and initiation fees to be deducted from the pay of each employee, and shall indemnify and hold harmless the Borough against any liability which may arise by reason of the deduction by the Borough of the Union dues and initiation fees

hereunder. In no event, shall the Borough be liable to any employee for any deduction from the pay of any such employee of Union Dues and initiation fees, or any payments made by the Employee to the Union, hereunder.

F. The Borough will submit to the Financial Secretary of the Union a monthly statement of those employees from whose earning deductions have been made, together with the amount of such deductions.

G. In the event that an employee has no dues deducted in any calendar month, the Borough shall state the reason on the monthly dues deducted statement.

H. The check-off authorization to be signed by each employee shall be as follows:

TO THE BOROUGH OF ROSELLE PARK DATE: _____

I hereby assign to Local Union 260, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 260 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues* in such sum as may be established from time to time as Union dues, in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Borough and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization

and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Borough and the Union, whichever shall be shorter, unless written notice is given by me to the Borough and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Borough and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here)

(Address of Employee)

(Type or print name of Employee)

(City) (state) (zip)

(Dt. of Signature) (Employee Clock #) (S.S. #) Dt. of Delivery

*One point four (1.4) hours pay per month.

ARTICLE 4

MANAGEMENT RIGHTS

The Union recognizes that the management of the Department of Public Works, the control of its properties and the maintenance of order and efficiency are solely the responsibilities of the Borough. All the rights, power and authority possessed by the Borough prior to the signing of this Agreement are retained exclusively by the Borough without limitation, except as may be specifically provided for in writing in this Agreement. Such management rights include, but are not limited to, the right to select and direct the work force; to hire, suspend or discharge; to assign, promote, demote, layoff or transfer in accordance with applicable law; to determine the amount of overtime to be worked; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment and methods to perform the work of the Department, together with the selection, procurement, designment, engineering and the control of equipment and materials; and to purchase services of others by contract or otherwise based on availability of trained personnel, facilities and equipment, economics and performance of the work within the required time frame; make reasonable rules and regulations not inconsistent with the terms of this Agreement and subject to the statutory requirement to negotiate new rules or modifications of existing rules before implementation thereof, and to otherwise determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 5

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Borough's establishment during working hours, at a prearranged time of mutual convenience to the Borough and Union, for 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 working schedule.

ARTICLE 6

UNION REPRESENTATION

The Borough recognizes the right of the Union to designate a Unit Chairperson and one (1) Steward.

The authority of the Unit Chairperson and Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

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

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Borough's functions and operations.

The Unit Chairperson and Steward have no authority to take strike action or any other action interrupting the Borough's operations.

The Borough recognizes these limitations upon the authority of the Unit Chairperson and Steward, 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 Unit Chairperson or Steward have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Either the Unit Chairperson or the Steward, but not both, shall be permitted, with the permission of the supervisor, to investigate, present and process a grievance on or off the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered regular working hours in computing daily and/or weekly overtime.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this Agreement.

STEP 1 - (a) An employee or his/her designated Representative with a grievance shall first discuss the matter orally with the Superintendent within seven (7) calendar days of occurrence of the facts which give rise to the grievance with a view to resolving the grievance informally. If the grievance is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this contract.

(b) In the event the employee or the designated Representative is unable to resolve the matter pursuant to Step 1(a), the employee or the Representative shall present a written grievance to the Superintendent within three (3) calendar days after oral presentation provided for in Step 1(a). A meeting on the written grievance shall be held within five (5) calendar days of the filing of the written grievance, between the aggrieved party or the designated Representative and the Superintendent. A decision thereon shall be rendered in writing by the Superintendent within three (3) workings days after the holding of such a meeting.

In the event the grievance is not satisfactorily settled, the employee or the designated Representative may proceed to the Step 2 of the procedure.

STEP 2 - If the grievance is not satisfactorily resolved at Step 1, the matter may be referred by the aggrieved party or the designated Representative to the Director of Public Works within five (5) working days after the decision in Step 1. The employee or the designated Representative, shall meet to discuss the grievance within five (5) workings days from his/her receiving the grievance. The Director of Public Works or his/her designated Representative will give a written answer to the Union within three (3) working days from the date of the meeting. In the event the grievance is not satisfactorily settled, the employee or the designated Representative may proceed to Step 3 of the procedure.

STEP 3 - If the grievance is not satisfactorily resolved at Step 2, the matter may be referred by the employee or the designated Representative to the Mayor and Council within seven (7) calendar days after the decision in Step 2. A meeting on the grievance shall be held within fifteen (15) calendar days after receipt of the written grievance. The Mayor and Council shall render a written decision within fifteen (15) calendar days after the date of the meeting. In the event the grievance is not satisfactorily settled, the employee or the designated Representative may proceed to Step 4 of the procedure.

STEP 4 - The aggrieved party or the designated Representative may, within ten (10) calendar days after receipt of the decision from Mayor and Council, file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation.

ARTICLE 8

ARBITRATION

An arbitrable grievance shall be limited to interpretation or application of any provision of this Agreement.

Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

2. It is intended that all differences between the Borough and the Union involving interpretation or application of this Agreement shall be settled through the grievance and arbitration provisions of the Agreement. Employees shall exhaust their remedies through the grievance and arbitration provisions of this Agreement.

3. One member (either the Unit Chairperson or Steward), but not both, shall represent the aggrieved party.

The Borough shall pay for all time spent at Arbitration for the Unit Chairperson or Steward.

ARTICLE 9

NO STRIKE - NO LOCKOUT

The Borough agrees that it will not lock out its employees and the Union agrees it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

ARTICLE 10

DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE

SECTION I

The Borough retains the right to discipline, suspend or discharge, for just cause only. Examples of just cause are, but not limited to , excessive absenteeism, abuse of sick leave, consuming alcohol during work hours, poor work performance, failure to return from an approved leave and insubordination. The Unit Chairperson or Steward shall be present during the disciplinary action with the employee unless the employee does not want to have the Union Representative present. If the employee feels the action is unjust, a grievance shall be filed. In the case of discharge, the grievance will be referred to Step 3 of the Grievance Procedure. In no event shall the Borough be required to consider any discharge grievance which is not presented in writing within five (5) working days after the discharge.

SECTION II

An Employee who is disciplined, suspended, or discharged will receive written notice thereof including reason(s) within two (2) working days of said action, and a copy of said notice will be forwarded to the Unit Chairperson or Steward and to the Local Union Office.

ARTICLE 11

SEPARATION OF EMPLOYMENT

Upon discharge the Borough shall pay all money, including pro rata vacation pay due in the following pay cycle.

Upon quitting, and providing the Borough with at least two weeks advance notice, the Borough shall pay all money due to the employee, including pro rata vacation pay, at the time of departure. If no advance notice is given, payment will be made in following pay cycle.

ARTICLE 12

UNION BULLETIN BOARD

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

ARTICLE 13

NON-DISCRIMINATION

Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Borough's operation, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 14

WORK ASSIGNMENTS

The Borough agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see classification attached), unless otherwise specifically provided for in this Agreement.

Employees shall be assigned to work in their primary classification when work is available.

When there is no work in an employee's particular classification, he/she will be assigned to the next lowest classification where work is available without loss of pay.

ARTICLE 15

SAFETY

The Borough shall not require, direct, or assign any employee to work, under unsafe or hazardous conditions, as determined by applicable standards of federal, state or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his/her supervisor. The supervisor will either determine and advise how the work can be performed safely or find the work cannot be performed safely, will stop the work and report conditions to the superintendent. This is in accordance with Borough Safety Policy and OSHA regulations. If an employee feels safety procedures are not being adhered to, and supervision has not responded accordingly, a grievance may be commenced as set forth herein.

The Borough insists that the proper safety equipment, provided by the Borough, be used by employees under required conditions.

ARTICLE 16

NOTIFICATION TO THE UNION

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

The Borough will notify the Union in writing of all layoffs.

The Borough will provide the Union with an updated list of covered employees showing name, address, classification, and social security number.

The Borough will notify the Union of additions and deletions to the payroll of covered employees.

ARTICLE 17

PROBATIONARY PERIOD - NEW HIRE

All newly hired employees shall serve a probationary period of three (3) months. During this probationary period the Borough reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

ARTICLE 18

SENIORITY

Seniority shall mean a total of all periods of continuous uninterrupted employment, exclusive of layoff with recall rights, with the Borough of Roselle Park Department of Public Works. Employees shall lose seniority rights for any one of the following reasons:

A. Voluntary resignation.

B. Discharge for just cause.

C. Failure to return to work within ten (10) working days after being recalled from layoff by registered or certified mail, unless due to actual illness or accident. (The Borough may require substantiating proof of illness or accident.)

ARTICLE 19

LAYOFFS AND RECALL

In the event the Borough reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, within a classification, providing the senior employees can perform the remaining work available. Employees laid off will exercise his/her rights.

2. Notice of such layoffs will be given at least ten (10) working days before the scheduled layoff.

3. A laid off employee shall have preference for recall for a period of one year.

4. The Borough shall rehire laid off employees in the order of greatest employment seniority within their job classification. Under no circumstances whatsoever shall the Borough hire from the open labor market while any employee has an unexpired term of preference for recall provided the employee shall be deemed by the Borough to be qualified and capable of performing the work and is ready and willing and able to be recalled.

The Borough in making a determination as to an employee's qualifications or capabilities shall not be arbitrary.

5. Notice of re-employment to an employee who had been laid off shall be made by registered or certified mail to the last known address of such employee.

Employees shall notify the Borough within five (5) working days of receipt of recall notification of intent to return to work and will report to work within ten (10) working days from the date of recall notification.

ARTICLE 20

JOB BID, POSTING AND TRAINING PERIOD

The Borough agrees to fill all job vacancies from within the bargaining unit before hiring new employees, provided there are employees who are physically and mentally capable of qualifying for the vacancies. However, there may be certain jobs (i.e. automotive mechanic, shade tree/bucket operator) that require specific skills and may be filled by new hires who possess greater qualifications and experience than existing employees on roll.

The Borough shall post all vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation beyond the five (5) working days posting period will have the opportunity to bid within twenty-four (24) hours of return to work provided there had been no prior notice of the posting.

Promotions shall be offered to qualified employees in the order of greatest employment seniority from the next lower classification who bids for the job. If no bidders exist, then the promotion shall be offered to the bidder with the greatest employment seniority in the second lower classification. Should there be no qualified bidders available, the Borough will hire from the outside employment market.

The Borough agrees that any test to be administered to determine the employee's physical and mental qualifications to

perform the functions and duties of the new position, shall be administered fairly and equitably to all employees.

The successful bidder shall receive a trial period of up to ninety (90) calendar days on his/her new assignment. Such employee shall be compensated at the rate of pay of his/her new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his/her old rate step.

The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. Should the employee fail to successfully meet these requirements within the trial period, he/she shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification.

ARTICLE 21

NEW JOB CLASSIFICATION

At least thirty (30) days before establishing a new classification, the Union will be provided a job classification sheet for the purpose of negotiating an hourly rate of pay.

ARTICLE 22

HOURS OF WORK

The Borough agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday, inclusive.

The normal scheduled hours of work and one (1) hour lunch period each day are as follows:

<u>HOURS WORKED</u>	<u>LUNCH PERIOD*</u>
7:30 A.M. to 4:30 P.M.	12:00 Noon to 1:00 P.M.
5:00 A.M. to 2:00 P.M. (1)	10:00 A.M. to 11:00 A.M.
7:00 A.M. to 3:30 P.M. (2)	12:00 Noon to 12:30 P.M.

*Scheduled by Superintendent based upon work needs

(1) The Borough reserves the right to change starting times after giving the employee and the Union at least twenty-four (24) hours advanced notification.

(2) Summer hours commence from Tuesday after Memorial Day until the Tuesday after Labor Day.

The Borough agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Borough shall allow two (2) fifteen (15) minute breaks during each eight (8) hour work day as follows:

Shift 7:30 A.M. to 4:30 P.M.

9:30 A.M. - 9:45 A.M.

2:30 P.M. - 2:45 P.M.

Shift 5:00 A.M. to 2:00 P.M.

7:15 A.M. - 7:30 A.M.

12:00 Noon -12:15 P.M.

Shift - Summer

9:00 A.M. - 9:15 A.M.

2:00 P.M. - 2:15 P.M.

These breaks are to be taken in the area where the employees are working and a job site once established will not be broken down for the break period. Break schedules may vary with permission of Superintendent or designee.

The Borough will allow for employee clean-up time, as follows:

Fifteen (15) minutes before lunch

Fifteen (15) minutes before quitting time

The Borough agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday, subject to the terms and conditions of this Agreement.

The Borough agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work for an emergency outside regular hours on any day, including Saturday, Sunday and Holidays, notwithstanding that his/her actual work time on that occasion is less than three (3) hours.

ARTICLE 23

SNOW REMOVAL

Employees performing emergency snowplowing work for more than four (4) consecutive hours outside their normal work day may take a meal rest period for one (1) hour after the fourth (4th) consecutive hour of such work and one-half (1/2) hour rest period for each subsequent four (4) hours of work. Rest periods shall be administered by the supervisor so as to stagger them and permit coverage.

ARTICLE 24

WAGES

Effective retroactively to January 1, 1990, and continuing through to December 31, 1991, each employee shall receive an increase for each calendar year in accordance with the table of Rates of Pay and Job Classifications outlined in Schedules "A" and "B" attached hereto.

ARTICLE 25

TEMPORARY TRANSFERS

A. A Laborer transferred to a classification with a higher rate of pay shall be paid the Apprentice Operator's rate of pay provided that the Laborer has completed at least eight (80) hours of training in that higher rated classification and will receive the Apprentice Operator's rate of pay for a minimum of one (1) hour and/or all hours worked in that classification.

B. Daily assignments to higher classifications of work shall be considered temporary transfers.

C. Temporary transfers shall be offered to the qualified employee with the greatest employment seniority and most equipment knowledge from within the next lower classification.

ARTICLE 26

PREMIUM PAY - OVERTIME

The Borough agrees to pay premium wages in accordance with the following rules:

One and one-half (1 1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Borough in excess of eight (8) hours in any twenty-four (24) hour period.

2. After completion of forty (40) hours worked, all hours spent in the service of the Borough on any Saturday. Vacation days, holidays, personal days, bereavement days and jury duty are to be taken into account in the computation of the forty-hour (40) work week. Preference will be given to the employee who has actually worked forty (40) hours.

3. All hours spent in the service of the Borough on any Holiday in addition to eight (8) hours straight time holiday pay.

4. All time spent in the service of the Borough on any Sunday.

The 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, mentally and physically, to perform the overtime assignment.

ARTICLE 27

HOLIDAYS AND PERSONAL DAYS

SECTION I - HOLIDAYS

The Borough agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. General Election Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day

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

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

Any employee who is absent from work without authorization, either the work day before or after a holiday, said employee will not receive holiday pay. However, the employee may be eligible for holiday pay if he/she is excused (i.e. vacation, personal, bereavement, Jury Duty and/or doctor's certification) by the Borough from working the last scheduled work day prior to and/or the first scheduled work day after the holiday.

SECTION II - PERSONAL DAYS

Each employee will be granted three (3) personal days after one (1) year of employment. An employee shall be required to give twenty-four (24) hours prior notification to the Borough before taking a personal day and approval by the Superintendent has been obtained. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.

For the term of this contract only, unused personal days will be compensated in cash in lieu of time off the job.

ARTICLE 28

VACATIONS

A. Vacation entitlement shall be based on the employee's total employment seniority accrued through December 31st of the preceding year.

B. Vacations shall be scheduled by seniority classification, subject to departmental requirements.

1. No more than three (3) employees will be scheduled for vacation in any work week.
2. A job classification cannot be depleted.
3. Only one (1) employee will be scheduled for vacation at any time during leaf season (November).

C. Any management employee scheduled vacation time shall not be a basis for denying a Union employee his/her desired vacation request.

D. The Vacation Schedule Requests shall be posted by January 2nd. All employees shall pick their vacation request by March 31st. After March 31st, the request will be granted on a first-come first-served basis without regard to seniority, subject to classification requirements.

E. Vacation pay shall be based on eight (8) hours straight time pay for each day of vacation entitlement.

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

G. Employee vacation periods must be taken between January 1st and December 31st of each year, and unused vacation days will not be carried over into the succeeding year.

H. Employees shall not normally be required to return to work while on vacation.

Employees shall be required to give twenty-four (24) hours prior notice to Borough before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent after his determination that there will be adequate coverage of departmental function and duties for the requested day. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.

I. Each employee would be allowed to use up to five (5) vacation days on a "one-day-at-a-time" basis.

J. The vacation schedule shall be as follows:
Ten (10) days after one (1) year
Fourteen (14) days after two (2) and three (3) years
Fifteen (15) days after four (4) and five (5) years
Eighteen (18) days after six (6) through ten (10) years
Twenty-two (22) days after eleven (11) through fifteen (15) years
Twenty-four (24) days after sixteen (16) through nineteen (19) years
Twenty-five (25) days after twenty (20) years and over

K. For the term of this contract only, unused vacation days will be compensated in cash in lieu of time off the job.

ARTICLE 29

SICK LEAVE

A. Each DPW employee with less than one (1) year of full time service shall be allowed one (1) day of sick leave with pay for every month of employment. Payment may be withheld for just cause in accordance with the Borough's Sickness Policy.

B. Each DPW employee with more than one (1) year of full time service shall be allowed fifteen (15) days of sick leave, with pay, per annum. Payment may be withheld for just cause in accordance with the Borough's Sickness Policy. DPW employees may accrue unused sick leave time up to the limits provided in subsections (C), (D), and (E).

C. Any DPW employee retiring during calendar year 1990 may elect to receive a cash payment equaling one (1) day's regular base pay for each four (4) days of unused sick leave time, up to a maximum of one hundred and eighty (180) days and payout not to exceed \$4500.

D. Any DPW employees retiring during calendar year 1991 may elect to receive a cash payment equaling one (1) day's regular base pay for each four (4) days of unused sick leave time, up to a maximum of one hundred and eighty (180) days and payout not to exceed \$4500.

E. Any DPW employee electing the cash payment option provided for in this Article shall notify the Borough Collector-

Treasurer of such election at least thirty (30) days prior to the date of retirement for that employee.

F. Each DPW employee who is absent on account of sickness in excess of two (2) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

G. The Borough shall have the right to have a DPW employee who is absent on account of sickness examined by a physician or nurse upon his/her return to work, in order to report on his/her condition.

H. After a DPW employee has used the maximum accumulated sick leave to which he/she is entitled, an additional period not to exceed ninety (90) days may be granted at the discretion of the Borough after a complete and thorough review of the medical history and medical reasons surrounding the DPW employee's absence. Prior to the end of the extended period, the DPW employee must provide the DPW Superintendent with information regarding his/her intent and ability to resume his/her employment with the Borough.

ARTICLE 30

HEALTH INSURANCE

A. Medical and Dental Insurance

1. The Borough shall provide all DPW employees and their families with coverage for hospital and major medical insurance equivalent to those coverages provided in 1989. The Borough shall have the right to substitute a different hospital and major medical insurance carrier with the consent of the Union, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than that afforded by the current carriers. The Borough shall bear the costs of all premiums therefore for the DPW employees and their families.

2. The Borough shall provide all DPW employees and their families with dental service coverage equivalent to those coverages provided in 1989. The Borough shall have the right to substitute a different dental insurance carrier with the consent of the Union, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than that coverage provided in 1989. The Borough shall bear the costs of all premiums therefore for the DPW employees and their families.

3. The Borough shall pay one-half (1/2) of premium for hospital and major medical insurance for retired DPW employees who have accumulated at least fifteen (15) years of service and have attained the age of sixty-two (62) years. Upon said retiree's attaining the age of sixty-five (65) years, the Borough shall pay the full cost of said insurance. This benefit shall be available

upon proof that said retiree is not receiving similar benefits from another employer, a former employer or another source on a non-contribution basis.

4. Retiring DPW employees who have accumulated at least ten (10) years of service and have attained the age of sixty-two (62) years, shall have the option to accept an HMO (Health Maintenance Organization) medical insurance in lieu of other coverages and, upon such election, the entire cost of same shall be borne by the Borough.

B. Drug Prescription Plan

The Borough shall provide all DPW employees and their families with coverage under a drug prescription plan selected and determined by the Borough. The Borough shall, thereafter, have the right to substitute a different drug prescription plan with the consent of the Union, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than the original plan. The Borough shall bear the cost of all premiums therefore for DPW employees and their families.

C. Prescription Safety Glasses

The Borough shall bear the cost of providing no more than one (1) pair of prescription safety glasses each year to each

DPW employee who requires them in the performance of his/her duties. The costs of such shall not exceed \$60. The costs of eye examinations and ophthalmology or optometry services required in the prescription of such safety glasses shall be borne by the respective DPW employee.

D. Disability

The Borough shall provide, at its expense, all DPW employees with coverage under the New Jersey State Disability Plan. The Borough shall have the right to substitute a different disability plan with the consent of the Union, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than that afforded by the New Jersey State Disability Plan.

E. Medical/Dental/Prescription Expense Coverage

The Department of Public Works Bargaining Unit understands that the cost of this coverage will be paid for by the Borough during the life of this contract. However, the Bargaining Unit recognizes that these costs have risen disproportionately when compared to other Borough expenses. Therefore, the DPW Bargaining Unit understands and recognizes that serious good faith discussions centered on sharing or limiting this expense burden will be accomplished during the 1992 contract period.

ARTICLE 31

GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

Retirement benefits shall be based upon "Final Average Salary" as defined in the "New Jersey Division of Pensions - Public Employees' Retirement System."

ARTICLE 32

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: spouse, children, brother, sister, parents, parents-in-law, grandparents, grandchildren, and brother or sister-in-law.

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

In all cases, the Borough may request submission of proof.

ARTICLE 33

JURY DUTY

An employee who is called to jury duty shall immediately notify the Borough.

An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he/she is in attendance at Court for jury duty service, regardless of the employee's shift.

The Borough agrees to pay the employee regular wages in addition to jury duty service fees paid by the Court.

ARTICLE 34

UNIFORMS - SAFETY SHOES

A. Uniforms

Each year the Borough shall provide, at no cost to the employee, a total of six (6) items of uniform clothing, pants and/or shirts (long and/or short sleeve) and four (4) tee shirts. The actual allocation shall be determined in consultation between the Superintendent or his/her designee and each employee. In addition, in alternate years, each employee will receive either a winter or summer jacket. Also the Borough shall provide:

Rain gear, including boots

Safety glasses (non-prescription)

Safety hat

Gloves (canvas and rubber)

Coveralls (sewer equipment)

Any piece of protective clothing that is damaged will be replaced by the Borough as soon as possible.

Uniforms will be secured in an appropriate and timely fashion.

B. Safety Shoes

The Borough shall provide on a reimbursement basis to each full-time employee, up to \$70 per year, the cost of approved safety shoes.

ARTICLE 35

SANITARY CONDITIONS

A. The Borough agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.

B. The Borough will provide a locker area facility for the employees.

C. The Borough will provide a clean and sanitary eating area for the employees.

ARTICLE 36

ON THE JOB INJURY

In the event that an employee is injured on the job, the Borough shall pay such employee his/her day's guarantee 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/her regular shift or overtime guarantee on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE 37

SEPARABILITY AND SAVINGS 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 the 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 it has been invalid or as to which compliance with or enforcement of 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 set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Borough or Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 38

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this article, and this shall be deemed an essential term of the Agreement.

ARTICLE 39

DURATION

This Agreement shall be in full force and effect from January 1, 1990, to and including December 31, 1991, and shall continue from year to year thereafter unless written notice of desire to cancel, modify, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

SCHEDULE A

WAGE RATES

		<u>1989</u>	<u>1990</u>	<u>1991</u>
Laborer	Year	19327.16	19906.98	20504.18
Class 1 (Entry)	Hour	9.29	9.57	9.86
Laborer	Year	20813.86	20813.86	20813.86
Class 1 (1 Yr)	Hour	10.00	10.00	10.00
Laborer	Year	25053.94	26306.64	(1)27040.00
Class 2 (2Yr)	Hour	12.04	12.64	13.00
Apprentice	Year	25582.92	26862.07	28205.17
Operator	Hour	12.30	12.92	13.56
Equipment	Year	26111.87	27809.14	29616.74
Operator	Hour	12.55	13.37	14.24
Automotive	Year	26111.87	27809.14	29616.74
Mechanic	Hour	12.55	13.37	14.24

(1) Excludes Lump Sum of \$582

SCHEDULE B

JOB CLASSIFICATIONS AND DESCRIPTIONS

CLASS I LABORER:

DEFINITION: Under the direction of the Superintendent or his/her appointed representative, he/she shall perform varied types of manual and unskilled laboring work, primarily and occasionally drive pick-up truck in connection with the laboring work.

The following are examples of the work to be performed by the **CLASS I LABORER:** Loading, lifting, moving supplies, equipment, furniture, dig trenches; manual grading; collection of varied types of household and yard debris; cut grass; mow lawn; operate snow blowers; rake lawns; trim bushes and hedges; water lawns; load and unload trucks; mix cement and mortar; help in the placing of forms for concrete; help in tree removal, trim, chip and stump; dig out and destroy poisonous vines, weed and undergrowth; sweep; clean sewers and occasionally drive a pick-up truck.

REQUIREMENTS:

Ability to understand, remember and carry out oral and written directions.

Physically capable to perform required functions.

CLASS II LABORER:

Definition and requirements are the same as a **CLASS I LABORER** with the exception that he/she shall have completed two full years as a **CLASS I LABORER** and demonstrated his/her ability to adequately perform the duties of a laborer. In addition, occasionally required to drive a dump truck without a plow.

APPRENTICE OPERATOR:

DEFINITION: Under direction of the Superintendent or his/her appointed representative, he/she shall perform a safety/visual check of equipment. In addition, the employee must proficiently and safely operate at least one (1) piece of motorized and mechanized maintenance equipment, and proficiently and safely operate a dump truck with or without a snow plow; is training on other mechanized equipment and progressing toward the qualifications of an equipment operator. Motorized or mechanized equipment shall include the sweeper, sewer jet, back-hoe and loader. He/she shall be capable of proficiently and safely operate a flail mower, snow blower, paint machine, air compressor, lawnmower, spreader, chipper, leaf loader and stump machine. Occasionally or incidentally perform manual or unskilled laboring work as required. Capable of keeping records on equipment.

REQUIREMENTS: Possession of a valid New Jersey Commercial Driver's License.

Knowledge of the care, maintenance and competent, safe and efficient operation of motorized and mechanized maintenance equipment. Capable of understanding, remembering and carrying out somewhat complex oral or written directions, to learn relatively quick from explanations and demonstrations, to operate equipment in a skilled and safe manner, to check, clean and make emergency repairs and be capable of keeping necessary records.

Physically capable to perform required functions.

EQUIPMENT OPERATOR

DEFINITION AND REQUIREMENTS are the same as an APPRENTICE OPERATOR with the exception that he/she shall be capable of operating all equipment described under the APPRENTICE OPERATOR. Occasionally or incidentally perform manual or unskilled laboring works as required. Capable of keeping records on equipment. An individual qualified in the field of "shade tree" which includes removal, trimming, elevating, planting, climbing, and operation of all the related equipment for tree work shall be considered an operator.

Physically capable to perform required functions.

AUTOMOTIVE MECHANIC

DEFINITION: Under direction of the Superintendent, or his/her appointed representative, he/she shall maintain, diagnosis and repair all DPW vehicles and mechanical equipment, Police Vehicles, CD Vehicles, Senior Citizen bus, First Aid Squad Vehicles, and Maintenance of Fire Vehicles. Extent of repairs are dictated by the equipment necessary and available to the mechanic to perform the repair.

REQUIREMENTS: Formal or other education and training in the field of automotive and truck maintenance and repairs.

Ability to analyze problems involving operations of motorized and mechanical equipment, to organize and carry out fairly complex projects, to understand, remember and carry out oral and written directions.

Physically capable to perform required functions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST

BOROUGH OF ROSELLE PARK

Juni K. Kavafers
Borough Clerk

Helen Lagan
Mayor

ATTEST

International Union, United
Automobile and Agricultural
Implement Workers of America,
Local 260

Tennis Byrnes
Chairperson, DPW

Willard Eckstein
Financial Secretary and
Service Representative
Local 260, UAW

Lawrence J. Enstie
Shop Steward, DPW