

COPY

AGREEMENT

BETWEEN

THE BOROUGH OF WOOD-RIDGE

AND

OPEIU –LOCAL 32

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JANUARY 1, 2007 – DECEMBER 31, 2010

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PREAMBLE

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2007, between **Borough of WOOD-RIDGE** (hereinafter referred to as the "Borough") and **Local 32 OPEIU** (hereinafter referred to as the "Union").

**WHEREAS**, the parties have carried on Collective Bargaining for the purpose of developing a contract covering wages, hours of work, and all other conditions of employment for Blue Collar Employees:

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1 – RECOGNITION AND DEFINITIONS**

The Borough hereby recognizes the Union as the exclusive Representative of the employees in the Negotiating Unit of all “Blue Collar” employees employed by the Borough. Attached hereto as Schedule “A” is a list of all titles covered by this Agreement.

**ARTICLE II – TERM**

This Agreement shall be in force from January 1, 2007 to December 31, 2010

**ARTICLE III – COLLECTIVE NEGOTIATING PROCEDURE**

1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. No more than three (3) representative of each party, plus counsel and two (2) experts shall participate in collective meetings, except by consent of both parties.
2. Collective negotiations for the Contract period beginning January 1, 2011 shall commence on or about September 1, 2010.
3. Union Representatives (not exceeding the number shown in Section 1 above) on duty during the periods agreed upon for negotiation shall be permitted to attend scheduled negotiation sessions without loss of pay. No other payment will be made to Union Representatives for the negotiating sessions.

**ARTICLE IV – MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Borough government. Except as otherwise provided herein, the Borough retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other charges in the working force observing demotion rights established by Civil Service Procedures; to introduced new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement shall be made the subject of a grievance.

**ARTICLE V – DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

**ARTICLE VI – SALARIES AND WAGES**

1. Effective January 1, 2007 each employee covered by this Agreement shall receive a pay increase in an amount equal to 3.00% of his or her base annual salary as of December 31, 2006 as set forth in Schedule B attached hereto.
2. Effective January 1, 2008 each employee covered by this Agreement shall, receive a pay increase in an amount equal to 3.75% of his or her base annual salary as of December 31, 2007 as set forth in Schedule B attached hereto.
3. Effective January 1, 2009 each employee covered by this Agreement shall receive a pay increase in an amount equal to 3.75% of his or her base annual salary as of December 31, 2008 as set forth in Schedule B attached hereto.
4. Effective January 1, 2010 each employee covered by this Agreement shall receive a pay increase in an amount equal to 4.00% of his or her base annual salary as of December 31, 2009 as set forth in Schedule B attached hereto.

5. **BEEPER DUTY ON CALL:**

When the Superintendent is not at work, or unavailable, a seniority list shall be created and utilized on a rotation basis to assure proper job coverage. Effective January 1, 2007 to Dec 31, 2010 those employees who opt to accept beeper duty shall be compensated at \$200.00 for Monday 4.00pm to Friday at 7:30am. Effective January 1, 2007 to December 31, 2009 those employees who opt to accept beeper duty shall be compensated at rate of \$125.00 for weekends, starting on Friday at 4:00pm, until Monday at 7:30am. Effective January 1, 2010 to December 31, 2010 weekend beeper duty shall be compensated at the rate \$150.00. For days served on beeper duty that are less than a weekend, a pro-rata amount shall be paid.

6. Pursuant to paragraph 5 above, the rotation beeper duty list shall be maintained by the Superintendent who shall provide a 72-hour notice prior to his leave in order to properly manage the list.

7. **SWEEPER OPERATOR:**

For the shift beginning at 4:00am, on Monday through Friday, the operator shall be paid for differential as follows:

- January 1, 2007 - additional \$3.00 per hour
- January 1, 2008 - additional \$3.00 per hour
- January 1, 2009 - additional \$3.00 per hour
- January 1, 2010 - additional \$3.00 per hour

**ARTICLE VII – LONGEVITY**

1. In computing the number of years worked by an employee for longevity purposed, the date of hire of the employee shall be deemed to be January 1<sup>st</sup> of the year of hire.
2. Employee shall receive as longevity payments, on an annual basis, the percentage of base compensation as set forth below:

a. 5 -- 9yrs of service	2.5%
b. 10 – 14yrs of service	3.0%
c. 15 – 17yrs of service	3.5%
d. 18 – 19yrs of service	4.0%
e. 20 – 24yrs of service	4.5%
f. 25 years of service and over	5.0%
3. Longevity payments shall be added to the employee’s salary.
4. At the time of retirement, the employee shall be paid all longevity payments payable to the year of his or her retirement.

**ARTICLE VIII – HEALTH BENEFITS**

1. The Borough shall continue to provide the State of New Jersey Health Benefits Plan or may change insurance carrier at its option, with equal or better coverage of benefits provided. The Borough shall also provide an Eye Care Plan and a Dental Plan at no cost to the employee.
2. The Borough agrees to assume the entire cost of the health benefit plan on a family basis upon retirement, providing that an employee has been employed for a period of twenty-five (25) years, or upon a disability retirement, the Borough shall provide the plan as set forth in Article VIII, Section (1) and (3) for the lifetime of said employee.
  - a. The Borough agrees to assume the entire cost of health benefit on an employee basis, upon retirement as set forth above, for those employees hired after December 31, 1995, for the lifetime of said employees.
  - b. If the retiree obtains full-time employment, and his employer offers the same or better coverage, the retiree may, in his/her discretion, continue their coverage under the Borough policy or cancel the Borough’s coverage and accept the coverage the new employer has to offer.
  - c. The Borough agrees to assume the entire cost of the health benefit plan for the surviving spouse of an employee that retired as set forth above and was hired prior to January 1, 1996 for the lifetime of said surviving spouse.

- d. The Borough agrees to provide retirees and surviving spouses the State of New Jersey Health Benefits Plan or may change carriers at its option, with equal or better coverage and benefits provided, and shall not require retirees or surviving spouses to make premium payment contributions. The Borough agrees to reimburse employees, upon retirement as set forth above, for co-payments under the prescription drug plan in excess of the co-payment amount existing at the time of the employee's retirement.
3. Effective January 1, 1996 the co-payment prescription plan for employees and their dependants shall be three (\$3) dollars for generic and five (\$5) dollars for brand-name drugs.
4. All increases in premiums during the term of this Agreement shall be borne entirely by the employer, including any prescription increases.
5. The Borough agrees to make a cash payment to any employee who does not enroll in the Health Benefits Plan in any year of eligibility. The "in lieu of payment" shall be equal to 25% of the premium cost to the Borough of the Health Benefits Plan for which the employee is eligible as of January 1 of the year for which the employee is not enrolling. The Borough shall make the payment to the employee in one installment by June 1 of each year. Employees may exercise this provision by notifying the Borough Administrator prior to January 15 of the year in which the employee will not enroll.  
In the event that multiple menus (i.e. Traditional, HMO, PPO, etc.) are available under the Health Benefits Plan in a particular year, the "in lieu of payment" shall be based upon the menu option in which the employee was enrolled immediately prior to exercising this provision. If the employee was not previously enrolled in the Health Benefits Plan prior to exercising this provision, the "in lieu of payment" shall be based upon the lowest cost menu option available within the employee's household classification (i.e. Family, Spouse, Single).

Employees who exercise this provision may re-enroll in the Health Benefits Plan at any time pursuant to Plan requirements and procedures, provided the employee repays to the Borough, on a pro-rata basis, any "in lieu of payment" received during the year of re-enrollment.

This provision pertains only to the Health Benefits Plan, which includes the Prescription Drug Plan. This provision does not pertain to the Eye Care Plan or the Dental Plan. Employees qualified to receive a Health Benefits Plan during retirement as set forth in Article VIII, Section 2 are not eligible to exercise this provision. Employees qualified to receive a Health Benefits Plan during retirement as set forth in Article VIII, Section 2 shall receive the Health Benefits Plan coverage for which he or she is eligible on his or her last day of employment with the Borough.

## **ARTICLE IX – PERSONAL LEAVE**

Each employee in the DPW Unit shall be entitled to take four (4) personal days in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

## **ARTICLE X – WORK SCHEDULE AND OVERTIME**

### **1. HOURS OF WORK:**

- a. Then normal hours of work for employees covered under this Agreement are 7:30am to 4:00pm, except as provided in (b) below:
- b. On a rotation basis, to be determined by the employees, one employee capable of operating Street Sweeper equipment shall report to work at 4:00am to 12:30pm, to perform street sweeping duties. The Borough maintains the right, with reasonable notice, to modify these hours for emergency purposes (i.e. snow removal). Employees who work this early shift shall be paid an hourly pay differential pursuant to “ARTICLE VI (6) Paragraph (7) of SALARIES AND WAGES”.

### **2. OVERTIME:**

Employees who work overtime shall be paid as follows:

- a. For hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, payment shall be at time and one-half.
- b. For hours worked in excess of sixteen (16) in a twenty-four (24) hour period, payment shall be at double time.
- c. For hours worked on Sunday, payment shall be at time and one-half unless the Employee’s regular work schedule calls for him/her to work on Sunday.
- d. For hours worked on a holiday, payment shall be at double (2X) time.

### **3. When emergency call-in is necessary, the Borough shall be required to call-in two employees, except as set forth below. Each employee who is called back to duty after the end of their regular tour shall be entitled to the following:**

- a. A minimum payment of two and one-half (2.5) hours or the actual amount of time worked, whichever is greater. If and when the Superintendent has exhausted the call-in procedure for overtime and either only one (1) or no employee accepts or is available for overtime; then, the Borough may call-in one (1) employee and that employee would be called-in at a minimum of three (3) hours or the actual amount of time worked, whichever is greater.
- b. Except that when a call-in requires a mechanic, the Borough shall be required to only call in one (1) employee who will be entitled to a



minimum payment of three (3) hours or the actual amount of time worked, whichever is greater.

4. When an employee receives sick pay, vacation pay, or other paid leave during the standard work week, those hours shall be included in the computation of overtime for the period to determine whether the employee is entitled to premium pay for those hours.

5. **OVERTIME LIST:**

Overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If the employee does not choose to work overtime, his name shall be placed at the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he shall so indicate to the Department Head in writing and thereafter overtime work shall not be offered to him or her. In the event that thereafter the employee shall desire to have his or her name again placed on the overtime list, he or she shall notify his or her Department Head and his or her name shall thereafter be restored to the bottom of the said list.

**ARTICLE XI – PAY DURING ABSENCE**

1. **JURY DUTY**

A leave of absence shall be granted to an employee called for Jury Duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the Jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Borough.

## 2. SICK LEAVE

- a. If an employee is unable to report to work due to illness or disability, the employee shall receive full pay for the days that the employee was unable to work subject to the provisions of this Article.
- b. In any sick leave of four (4) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases less than four (4) days to conduct an inquiry into the sick leave request or to require examination by Borough physician if the Department Head has any questions as the employee's condition.
- c. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment, except as provided in Section (g) and (h) below.
- d. Sick Leave is earned and accumulated in the following manner:
  - i. One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working (1 ¼ per month) for each calendar year thereafter. If a new employee begins work after the fourth (4<sup>th</sup>) day of the month, sick leave is not earned for that month.
  - ii. The Borough Clerk or his designee shall keep a record of each employee's accumulated sick leave and shall make available to each employee his or her record for inspection.
- e. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee and is determined by the number of standard hours worked in each pay period.
- f. Sick leave shall be granted for the following reasons:
  - i. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of this position.
  - ii. Serious illness of a member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.

**g. ACCRUED SICK DAYS**

- i. In the event that employee expires prior to using all sick days they are accrued during their employment, the Borough shall pay said accrued sick time to the employee's estate or surviving spouse, except as limited by the provisions set forth under Article XXIV.
- ii. In the event that an employee is laid-off or resigns, the Borough shall pay that employee, the employee's estate or surviving spouse, except as limited by the provisions set forth under Article XXIV
- iii. In the event that an employee is terminated for cause, that employee, employee's estate or surviving spouse will not be entitled to receive any accrued sick time earned during their employment.

**h. ACCRUED SICK TIME BUYBACK**

The Borough shall buyback from any employee, who has accrued sick time during their employment shall be entitled to exchange, up to five (5) sick days per annum provided the total number of accrued sick days retained by the employee are (2X) as much as the amount exchanged. The Borough, in its sole discretion, shall provide the date(s) or period of time in which the employee must notify the Borough of their intention and the number of sick days they wish to exchange.

**3. INJURY LEAVE**

- a. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Worker's Compensation statutes or any policy of Worker's Compensations Insurance applicable to the said employee.
- b. All payments which shall be made concerning injury leave are subject to same rules and regulations as Worker Compensation Insurance and shall not be made if the accident is provided to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury covered by Worker's Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Borough until such conditions have been fulfilled.
- c. After all injury leave is used, the employee may be granted additional injury leave only upon arrival of the Borough. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of injury.

**d. USE OF INJURY LEAVE**

Employees absent from duty due to an accident, illness or injury compensable under Worker's Compensation statutes or any policy of Worker's Compensation insurance applicable to the said employees and who have completed three (3) month's service with the Borough will be compensated by the Borough on a bi-weekly basis at the regular base pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made in either of the following ways:

- i. A check issued by the Borough in the full sum of the employees' base salary. Upon receipt of the compensation checks for temporary disability during the said ninety (90) day period, the employees shall endorse those checks over to the Borough. Subject to it being permitted to do so by the applicable Federal and State Law or Regulation, the Borough shall record that portion of the salary checks equal to the amount of compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar form sent to the employees at the conclusion of each year shall not show such payments as income, less appropriated deductions.
- ii. A check issued by the Borough in an amount equal to the difference between the employees base salary and the amount of partial disability Worker's Compensation Insurance payments received by the employee during the said ninety (90) day period, less appropriate deductions.

If the eligibility for such payments is contested by the Borough, eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

**e. CONTESTED INJURIES:**

Charges may be made against sick leave accrual, if any, in any case where the Borough is contesting the employee's eligibility for injury leave. In the event the Workers Compensation Division denies payment, then the employer shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

**f. MEDICAL PROOFS**

In order to limit the obligations of the Borough for each new separate injury, the Borough may require the employee to furnish medical proof or submit to medical examination by the Borough at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Borough service.

- g. When an employee has suffered an injury while on duty and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.
- i. Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.
- ii. In the absence of such certification, the employee shall be removed from injury leave.

#### 4. FUNERAL LEAVE

- a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren.
- b. Employees shall be entitled to one (1) working day leave with pay to attend or make arrangements for the funeral of the employee's aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative residing in the employees' household.

#### 5. LEAVE OF ABSENCE

- a. A Leave Without Pay – A full-time employee, for reasons satisfactory to the Borough, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Borough.
  - i. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
  - ii. Personal leaves of absence are granted with the understanding that the employee intends to return to Borough duty. If an employee fails to return to work within five (5) working days after the expiration of the leave or excused absence the employee may be considered to have resigned and not in good standing.

#### b. MILITARY DUTY LEAVE:

If the employee has full-time employee status, a leave of absence without pay, if the employee is required to serve actively in any component of the Armed Forces of the United States of America. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Department Head prior to requesting such leave.

c. **MILITARY TRAINING LEAVE:**

- i. A full-time or part-time employee who is a member of any component of the Armed Forces of the United States of America and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the Department Head prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Borough had such training not been ordered. Except for employees in Section three (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.
- ii. A full-time or part-time employee who has been continuously employed by the Borough for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section one (1) above.
- iii. A full-time or part-time employee who has not been continuously employed by the Borough for at least one (1) full year at the time military training is to commence may be only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

**ARTICLE XII – VACATIONS**

Vacation leave is earned and accumulated in the following manner:

1. One (1) day per month for the first sixty (60) months.
  - a. Beginning on January 1<sup>st</sup> of the sixth (6<sup>th</sup>) year through and including the tenth (10<sup>th</sup>) year, employees shall earn vacation at the rate of one and one-quarter (1 ¼) days per month (15 days per year);
  - b. Beginning on January 1<sup>st</sup> of the eleventh (11<sup>th</sup>) year through and including the fifteenth (15<sup>th</sup>) year, employees shall earn vacation at the rate of one and two-thirds (1 2/3) days per month (20 days per year);
  - c. Beginning on January 1<sup>st</sup> of the sixteenth (16<sup>th</sup>) year and thereafter, employees shall earn vacation at the rate of two point one (2.1) days per months (25 days per year).
2. Part-time employees shall be eligible for vacation leave. The amount earned shall be proportional to the allowance of a full-time employee and shall be determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

### 3. REQUIREMENTS

- a. When employees complete their first six (6) months of employment, they shall be permitted to take the balance of their vacation leave for that calendar year. Beginning January 1 of each successive year of employment, employees shall be permitted to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back the last period of that calendar year; if this is not done, any negative vacation will either be charged to available compensatory time off or deducted from the employee's pay.
- b. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustments will be made on the employee's final paycheck.
- c. Subject to approval of the Borough Council, earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.
- d. If an employee resigns with proper notice, or plans to retire, the employee shall be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years of unused vacation leave.
- e. If an employee should die while employed, a sum of money to earned and unused vacation leave shall be paid to his or her spouse or estate.
- f. The Salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation.
- g. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
- h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
- i. If a holiday, observed by the Borough, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off shall be granted.
- j. Every effort is made to arrange vacation schedules to meet the individuals desires of all departmental employees. When there is conflict in the dates proposed vacation schedules, preference is given to the employees with seniority. Vacation leave shall be permitted in any month of the calendar for at least one (1) employee at a time, provided the employee has received prior approval of the Superintendent of Public Works, which approval shall not be unreasonably withheld.

- k. Employee shall receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one (1) week vacation is to be taken and the employee has noticed his or her Department Head at least thirty (30) days prior to the commencement of the vacation.

**ARTICLE XIII – HOLIDAYS**

- 1. The Borough agrees to furnish the following holidays with pay to all employees covered by this Agreement:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Armistice/Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

- 2. **GENERAL**

- a. If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.
- b. Holidays falling within a period of paid absence shall entitle the employee to receive pay for such holidays. Periods of paid absence are: Sick Leave, Jury Duty Leave, Compensator Time Off, Vacation Leave, and Funeral Leave.
- c. Holidays falling during an unpaid leave of absence will not be credited.

**ARTICLE XIV – GRIEVANCE PROCEDURE**

- 1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Union as quickly as possible, so as to insure efficiency and promoted employees morale.
- 2. A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union, or by the Borough of any provision of this Agreement.
- 3. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.
- 4. The procedures shall be as follows:
  - a. The matter shall be discussed orally with the employee's immediate Supervisor within five (5) days of the occurrence giving rise to the



grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

- b. Within five (5) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate Supervisor, the employee, if dissatisfied, shall present the grievance in writing to the Superintendent of the Department of Public Works, who shall arrange for such meetings and make such investigation as are necessary to give his answer in writing within eight (8) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Superintendent, the employee or the Union, if dissatisfied, may in writing request a hearing before the Borough Council forward all copies of previous correspondence on the matter. The Borough Council shall fix a date for the hearing on the grievance and may conduct the hearing or assign it to a Hearing Officer within fifteen (15) days of receipt of the grievance. The Borough Council shall issue a written decision to the employee and the Union on the matter within ten (10) days after the final date of the hearing.
- d. If the decision of the Borough Council is not satisfactory to the employee or the Union, the employee or the Union shall have the right to submit the grievance to an arbitrator appointed by the parties from the Arbitration panel maintained by the Public Employment Relations Commissions within ten (10) days of the receipt by the employee and the Union of the Borough Council's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitration shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties, unless otherwise provided by law.

#### **ARTICLE XV – RELEASE TIME**

1. Effective January 1, 2003, the Borough shall permit the Shop Steward of the Union or any one Union member designated by the Union release time with pay not to exceed three (3) working days per calendar year for the purpose of attending Union business, which shall include seminars, conferences, conventions, and internal Union Business.

#### **ARTICLE XVI – SENIORITY RIGHTS**

1. Full-time employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours or working conditions within that title only.
2. Seniority shall be based on years of employment with the Borough
3. In the event that layoff in the Borough become necessary, those layoffs shall be accomplished in reverse order of seniority

**ARTICLE XVII – DUES CHECK OFF**

1. The Borough agrees to deduct dues from the salaries of its employees whom are subject to this Agreement on the behalf of the Union, upon submission by the Union of notification by the employee authorizing said deduction. The Borough Treasurer shall forward these to the Union at the end of each month. The employee shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statues. Such deductions shall be made in compliance with **Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e)**, as amended.
2. The Borough agrees to deduct dues, on behalf of the Union from the salaries of all other employees whom are subject to this Agreement but are not members of the Union, pursuant to **N.J.S.A. 34:13A-5.5 et.seg.** Said dues shall be forwarded to the Union at the end of each month.

**ARTICLE XVIII – OUT OF TITLE WORK**

In the event an employee is permanently assigned by the Department Head to perform duties generally performed by an employee in a higher title, the Borough shall pay to the employee a salary equal to the salary of the higher title for those hours worked by the employee at the duties of the said higher title. If no salary has been set for said higher title, the Borough and the Union shall negotiate the amount to be paid to the said employee.

**ARTICLE XIX – UNION MEETINGS**

The Union shall be permitted to hold membership meetings at the Borough's facilities once each month so long as these meeting are not conducted on Borough time and that the date and time be mutually agreed upon between the Union and the Borough Council.

**ARTICLE XX – CLOTHING ALLOWANCE**

1. The Borough will provide a uniform allowance to all employees according to the schedule set forth below:

2007 - \$850.00  
2008 - \$850.00  
2009 - \$950.00  
2010 - \$950.00

The allowance shall be paid to each employee directly by April 1 of each year of this agreement.

2. Employees in all job classifications shall wear uniforms and outer clothing prescribed by the Borough at all times when on duty. Employees must purchase uniforms and outer clothing designated by the borough. Employees must clean and maintain their uniforms and outer clothing on a regular basis and at their own expense.

## ARTICLE XXI – LIFE INSURANCE

1. The Borough shall provide and pay the premium for a life insurance policy covering the life of each employee in the amount of Twenty-Five Thousand (\$25,000.00) dollars.
2. The Borough shall provide and pay the premium for a life insurance policy covering the life of each retired employee in the amount of Ten-Thousand (\$10,000.00) dollars.

## ARTICLE XXII – SAFETY

1. The Borough shall provide to those employees whose duties include entering sewerage or other drainage systems, safety harness, oxygen breathing apparatus, safety glasses, and detection equipment to be utilized in determining the presence of any toxic or hazardous substance in such sewerage or drainage systems without the above equipment.
2. In order to safeguard the health, well being and safety of Borough employees, a Safety Committee shall be appointed consisting of representatives from the Borough and the employees covered by this Agreement, which Committee shall meet periodically and report to the Mayor and Council and to the employees on proposals for improving unsafe or hazardous working conditions. The Committee shall solicit from the employees, suggestions as to ways and means of improving working conditions from a safety standpoint.
3. Employees must wear appropriated equipment and/or clothing when performing their duties, e.g., hard hats, goggles, steel tipped shoes, gloves, breath apparatus, masks, etc., as required with the specific duty involved. All employees shall enter and exit vehicles in an appropriate manner.
4. Employees using prescriptive medication shall notify their Supervisor so that, if necessary, said employees shall be given more suitable assignments.

## ARTICLE XXIII – LICENSES

1. Commercial Driver's License  
The Borough shall reimburse any employee required to hold a commercial drivers license ("CDL"), who has completed all the required courses, met all State Standards, and has been issued a license for costs of acquiring said licensure.

**ARTICLE XXIV – TERMINAL BENEFITS**

1. Upon leaving the employ of Borough, except for just cause termination, the Borough shall pay the employee for all earned but unused sick leave accumulated to the date of departure and calculated at the last rate of earnings per eight (8) hour day up to a capitation amount of Twenty Thousand (\$20,000.00) dollars as set forth in the following schedule:

<b><u>Accumulated Sick Days</u></b>	<b><u>Percent of Payment</u></b>
01 -15	100%
16 – 30	95%
31 – 45	90%
46 – 60	85%
61 – 75	80%
76 – 90	75%
91 – 105	70%
106 – 120	65%
121 – 135	60%
136 – 150	55%
151 -	50%

- a. Per the above schedule, a departing employee shall be permitted to take the lump sum benefit for accumulated sick time in up to three (3) installments, at the employee’s sole option. Said installments may be taken by the employee, on the first pay of each quarter; however, not over a period in excess of eighteen (18) months from separation from service. Any accumulated sick time earned by the employee shall be paid to the surviving spouse or estate upon death of the employee per the above schedule.
- b. As provided under Article XI, section 2 (h), the Borough shall buyback from any employee, who has accrued sick time during their employment shall be entitled to exchange, up to five (5) sick days per annum provided the total number of accrued sick days retained by the employee are twice (2X) as much as the amount exchanged.
- c. The Borough, in its sole discretion, shall provide the date(s) or period of time in which the employee must notify the Borough of their intention of sick days they wish to exchange.

**ARTICLE XXV – NEW HIRES**

1. Effective upon the execution of this Agreement and no later than its expiration on December 31, 1995, all new persons hired will receive Health Benefits as set forth under Article VIII for the employee only. No family coverage will be provided by the Borough.

**ARTICLE XXVI—BUILDING MAINTENANCE PERSON**

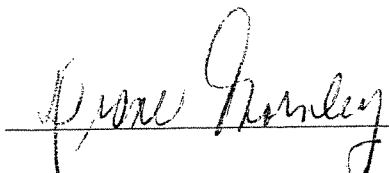
Employees holding the Building Maintenance Person title, as provided for in Schedule A of this agreement, must be licensed and qualified to drive the Senior Citizens/Community Bus. It is agreed that driving the Senior Citizens/Community Bus is a job duty of employees holding the Building Maintenance Person title as provided for in Schedule A of this agreement.

**ARTICLE XXVII- CONTINUATION OF CONTRACT PROVISIONS**

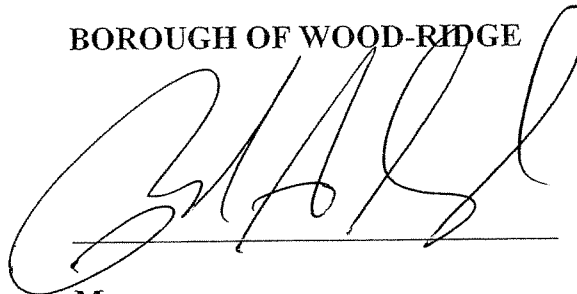
All of the provisions of this Agreement shall continue in full force and effect beyond the stated expatriation date set forth herein until a Successor Agreement is executed and become effective.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

**ATTEST:**

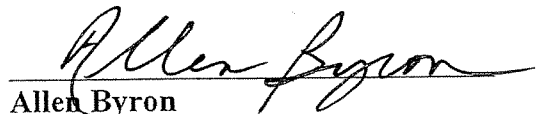
  
Borough Clerk

**BOROUGH OF WOOD-RIDGE**

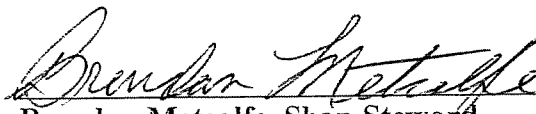
  
Mayor

**ATTEST**

**Local 32 OPEIU**

  
Allen Byron  
Business Manager/Secretary Treasurer

  
Bill Sullivan, Business Representative

  
Brendan Metcalfe, Shop Steward



## **SCHEDULE A**

Senior Public Works Repairers

Senior Mechanic

Senior Maintenance Repairer

Public Works Repairer

Mechanic

Maintenance Repairer

Building Maintenance Person

Laborer

All other employees who may subsequently be employed by the Borough in titles not covered by this Schedule, but which are generally accepted as "Blue Collar" titles, but excluding all titles above Senior Public Works Repairer.

**SCHEDULE B**  
**SALARY GUIDE**

**Schedule B**  
**Wood-Ridge Public Works Salary**  
**Guide**

TITLE/YEAR	2006	2007	2008	2009	2010
Laborer	\$33,687.00	\$34,697.61	\$35,998.77	\$37,348.72	\$38,842.67
Building Maintenance Person	\$37,440.00	\$38,563.20	\$40,009.32	\$41,509.67	\$43,170.06
Public Works Repairer hired after 1/1/1995	\$45,750.00	\$47,122.50	\$48,889.59	\$50,722.95	\$52,751.87
Maintenance Repairer hired after 1/1/1995	\$45,750.00	\$47,122.50	\$48,889.59	\$50,722.95	\$52,751.87
Public Works Repairer hired before 1/1/1995	\$58,972.00	\$60,741.16	\$63,018.95	\$65,382.16	\$67,997.45
Maintenance Repairer hired before 1/1/1995	\$58,972.00	\$60,741.16	\$63,018.95	\$65,382.16	\$67,997.45
Senior Public Works Repairer	\$62,642.00	\$64,521.26	\$66,940.81	\$69,451.09	\$72,229.13
Senior Maintenance Repairer	\$62,642.00	\$64,521.26	\$66,940.81	\$69,451.09	\$72,229.13
Mechanic	\$60,658.00	\$62,477.74	\$64,820.66	\$67,251.43	\$69,941.49
Senior Mechanic	\$68,573.00	\$70,630.19	\$73,278.82	\$76,026.78	\$79,067.85

\*Employees in the Public Works/Repairer and Maintenance Repairer Titles shall receive a salary increase to the maximum level upon completion of One (1) year of working in said titles.