

Index

Article	Page
1 - Recognition	2
2 - Management Functions and Rights	2
3 - Supervisory & Other Excluded Personnel	2
4 - Dues Check-off	3
5 - Agency Shop	3
6 - Probationary Period	3
7 - Seniority	4
8 - Promotion and Demotion	4
9 - Layoffs and Recall	5
10 - Rates of Pay	6
11 - Pay Day	6
12 - Working at Different Rates	7
13 - Longevity	7
14 - Hours of Work	7
15 - Snow Removal	9
16 - Premium Pay	9
17 - Holidays	10
18 - Personal Days of Absence	10
19 - Sick Leave	11
20 - Vacations	11
21 - Terminal Leave	12
22 - Health Care Insurance Program	12
23 - Uniforms	15
24 - Military Leave	15
25 - Jury Duty	16
26 - Suspension or Revocation of Driver's License	16
27 - Separation of Employment	17
28 - Sanitary Conditions	17
29 - Compensation Claims	17
30 - Job Stewards	17
31 - Discharge or Suspension	18
32 - Union Bulletin Boards	19
33 - Non-Discrimination	19
34 - Subcontracts	19
35 - Safety	19
36 - Notification to Union	20
37 - Inspection Privileges	20
38 - Grievance Procedures	20
39 - Separability & Saving Clause	21
40 - Fully Bargained Provisions	22
41 - Misuse of Borough Property	22
42 - Other Conditions	22
43 - No Strike - No Lockout	23
44 - Drug/Alcohol-Free Workplace	23
45 - Termination Clause	23
Schedule A - Positions	
Schedule B - Salary Scales	
Schedule C - Summary of Health Insurance Benefits	

LABOR AGREEMENT

THIS AGREEMENT is entered into on this 16th day of May, 2006 by and between

LOCAL UNION NO. 469,
affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**
(hereinafter referred to as the "**UNION**")

and

THE BOROUGH OF NEW PROVIDENCE
(hereinafter referred to as the "**BOROUGH**")

The parties agree that the effective date of this Agreement is January 1, 2006

The Borough and the Union agree as follows:

ARTICLE 1 - RECOGNITION

The Borough recognizes **LOCAL UNION NO. 469**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS** as the sole and exclusive bargaining agency for all persons employed in each job classification, shown on **Schedule A**, covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

Excluded are all professional, office clerical, supervisory, police employees, seasonal employees and all other employees excluded by law. For purposes of this Agreement, the term "seasonal employee" shall be defined as employees working less than one hundred twenty (120) calendar days in any calendar year.

All references within this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 2 - MANAGEMENT FUNCTIONS AND RIGHTS

Except as modified by provisions of this Agreement, the Borough reserves to itself, the management of the Department of Public Works and all rights incidental to said management. The rights include, but are not limited to: the discretion to direct, discipline and discharge employees; to hire, classify, promote, demote, transfer or layoff employees; to change the size or composition of the work force; to increase the efficiency of the Department; to modify, terminate, or subcontract operations; to establish new procedures; to change technologies; and to establish reasonable work rules and regulations.

ARTICLE 3 - 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 the employees the opportunity to earn wages.

It is understood that seasonal employees, as that term is defined in Article 1 above, may appropriately perform bargaining unit work if qualified.

ARTICLE 4 - DUES CHECK-OFF

The Borough agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee certified by the Union as a dues paying member, and transmit same with a list of such employees to the Secretary-Treasurer of Local Union No. 469 within ten (10) working days after the dues are deducted.

After an employee has completed the probationary period of this Agreement, the Borough agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit same as set forth above.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

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

The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE 5 - AGENCY SHOP

Pursuant to the provisions of the *New Jersey Employer-Employee Relations Act*, as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after ninety (90) days of employment, choose not to become members of the Union, shall have deducted from their pay - on a monthly basis - a representation fee of 85% of the dues charged by the Union to its members.

Such deduction shall be made on the same basis and for the same period as are made for members and all such deductions shall be paid over by the Borough to the Union at same time and on the same basis as such payments are made to the Union for member's deductions.

The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE 6 - PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days. 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.

Probationary periods may be extended one additional thirty (30) day period at the request of management if the Borough believes the probationary employee has not shown full and complete aptitude for the job at the end of the initial probationary period. A copy of the Supervisor's recommendation shall be copied to the Union Representative.

ARTICLE 7 - SENIORITY

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

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

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within the prescribed period upon recall as provided for in the Layoff and Recall provisions of this Agreement;
- (d) Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement;
- (e) Failure to report to work for three consecutive working days without notifying the proper supervisor.

ARTICLE 8 - PROMOTIONS AND DEMOTIONS

The Borough agrees to fill all job vacancies from the most qualified senior member of the bargaining unit before hiring a new employee. By "most qualified senior member" it is meant that: (i) if an employee is senior to another employee who has equal qualifications for the job vacancy, the senior employee will be given the job; or (ii) if a junior employee is more qualified for the job vacancy than another employee who has greater seniority, the junior employee will be given the job; or (iii) if there are more than two employees seeking the job vacancy and two employees have equal seniority to one another and greater seniority to the other employee(s), the most qualified of the employees will be given the job.

The Borough must post all vacancies within the bargaining unit. The Borough must post a notice stating the name of the job classification, location of assignment and the requirements. In addition the notice must invite bids from the employees. This notice must remain posted on all bulletin boards for eight (8) working days. An employee applying for a posted vacancy must submit a signed application, in writing, to the department head, or his designee, by the deadline. A copy of the signed application must be given to the applicant upon his submission to bid for the vacant position. The Borough must notice the name of the job classification, location of assignment and the requirements. The successful qualified bidder must be placed within the job classification within sixty (60) calendar days after posting.

(A) Employees have the right to bid laterally within the bargaining unit. Lateral transfers must be awarded to the most senior qualified employee who bids for the job.

(B) The successful bidder must receive a trial period without change in compensation of thirty (30) working days on the new assignment.

(C) Such employee must be compensated retroactively at the salary of the new classification upon satisfactorily completing the trial period.

(D) During the trial period, an employee will be advised of his progress in the presence of the Shop Steward. Any deficiencies in his performance of the new job will be specified and methods for improvement demonstrated to him. If the Borough determines that the job is not being satisfactorily performed, the employee must be returned to his former job and the position must be given to the next qualified bidder. If the employee fails to successfully meet the requirements of the new assignment within the trial period, such employee must be returned to the classification formally held and must assume seniority and pay as though the old classification was never left.

In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority must be demoted to the next lower classification. Such demoted employees must be maintained at the old "*high*" rate for a period of weeks equal to years of service before being reduced to the rate of pay of the classification demoted to.

ARTICLE 9 - LAYOFFS AND RECALL

In the event the Borough reduces the work force covered by this Agreement, the following procedure shall apply:

1. Employees shall be laid off in order of the least total employment seniority, regardless of classification. The Borough shall have the right to retain those employees with licenses or critical skills regardless of seniority, until any employee with higher seniority qualifies.
2. Notice of such layoff will be given at least one calendar month before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of two years.
4. The Borough shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Borough hire from the open market while any employee has an unexpired term of preference for re-employment and who is ready, willing and able to be re-employed.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
6. Employees must respond within five (5) working days from the date the letter is postmarked or the employee's recall rights will be voided. It is the employee's responsibility to keep the Borough aware of his/her current address.

ARTICLE 10 - RATES OF PAY

Employees will be classified in accordance with skills used and shall receive increases in their annual salary as follows:

- Effective January 1, 2006, 3.5% on base pay.
- Effective January 1, 2007, 3.5% on base pay.
- Effective January 1, 2008, 3.5% on base pay.
- Effective January 1, 2009, 3.5% on base pay

Employees will be paid not less than the minimum for such classification in accordance with the *Table of Job Classification and Rates of Pay* as set forth in *Schedule B*, which is attached here to and made a part hereof. In addition to the general wage increases listed above, there shall also be a total of \$1,800.00 paid as annual stipends for all employees represented by the Union who are on the Borough payroll as of 7/1/03.

ARTICLE 11 - PAY DAY

- A. Employees will be paid all earnings by check each bi-weekly period, with the payday as established by the payroll department.
- B. Employees will be paid any overtime earned by the fifteenth day of each succeeding month.
- C. Employees will be paid during working hours.
- D. When payday falls on a Holiday, then the preceding day will be payday.
- E. Vacation pay will be paid on the day prior to the start of the vacation period, upon the written request of the individual employee at least four (4) weeks in advance.
- F. The Borough will not release an employee's paycheck to a third party without a written authorization of the employee on file in the personnel office. Said authorization must specify to whom the check may be released.

ARTICLE 12 - WORKING AT DIFFERENT RATES

An employee assigned to a job classification with a higher hourly rate of pay shall be paid the higher hourly rate of pay for the entire day in accordance with the following schedule:

- A. Employees assigned to a job classification with a higher rate of pay for a period of not less than four (4) hours shall be paid the higher rate of pay for the entire day including overtime if overtime was incurred at the higher classification.
- B. The differential for the higher hourly rate of pay will be paid to the employee so assigned by the end of the succeeding month.

ARTICLE 13 - LONGEVITY

Employees are entitled to receive longevity pay for each completed four-(4) year's employment.

Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, Retirement and Overtime.

Longevity Entitlement is based on each employee's initial date of hire with a maximum of \$2,400.00.

Employees on the payroll prior to January 1, 1996 are entitled to receive longevity pay for each completed four-(4) year's employment.

Example:

4 years	2%
8 years	4%
12 years	6%
16 years	8%
20 years	10%

Employees hired after January 1, 1996 are not entitled to receive longevity pay.

ARTICLE 14 - HOURS OF WORK

1. The normal workweek for employees in the Department of Public Works will be eight (8) hours of work each day, and forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:00 A.M. - 3:30 P.M. (one-half hour unpaid lunch period)	Roads, Grounds Maintenance, Waste Water Treatment Plant, Mechanic
6:00 A.M. - 2:30 P.M. (one-half hour unpaid lunch period)	Day Time Custodian, Facilities Maintenance Mechanic
2:00 P.M. - 10:30 P.M. (one-half hour unpaid lunch period)	Night Time Custodian
8:00 A.M. - 4:30 P.M. (one-half hour unpaid lunch period)	Engineering Department

2. The sweeper operator will work in accordance with a schedule prepared by the Public Works Manager or the Public Works Manager's Supervisor, which may be required by conditions, law or desire of the Borough. The sweeper operator's schedule shall be established at least one week prior to commencement.
3.
 - A. The Borough shall allow a paid fifteen (15) minute break in the morning (at 9:00 a.m. unless otherwise directed by the supervisor) and a paid fifteen (15) minute break in the afternoon, which shall be added to the one half hour unpaid lunch break, effective upon execution of this Agreement as set forth below. The location of the break is immaterial. The intent is to be back at the work location and ready to work fifteen-(15) minutes after it (the break) begins.
 - B. **There will be one-half (1/2) hour unpaid lunch period from Monday through Friday.** Effective upon execution of this Agreement, the paid fifteen (15) minute break previously taken in the afternoon is now rescheduled and will be taken during the lunch period break. Effective upon execution of this Agreement, employees are also allowed an additional 5 minute period for wash up prior to the lunch break resulting in a lunch break of a total of 50 minutes, of which one half hour is unpaid.
 - C. The Borough agrees to guarantee each full time employee a minimum of eight-(8) hours' work or pay in lieu thereof, each day, Monday through Friday.
4.
 - A. The Borough agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof, at the applicable rate of pay, whenever an employee is called to return to work or required to start work before regular starting time. When an employee is called to return to work, or called in to work, the employee will be required to perform duties related to the call in or any other assigned duties, for which the employee is qualified at the discretion of the Borough.
 - B. The Borough agrees to guarantee an employee a minimum of four (4) hours of pay whenever such employee is called to return to work, or called in to work on either a Saturday, Sunday or Holiday. When an employee is called to return to work, or called in to work on either a Saturday, Sunday or a Holiday, the employee will be required to perform duties related to the call-in or any other assigned duties, for which the employee is qualified, at the discretion of the Borough.
 - C. The Borough agrees not to require, or in any way solicit, any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.
 - D. The Borough agrees to a shift differential of twenty five cents (\$0.25) per hour for the night time custodian job position.
5. The Borough agrees to allow an unpaid one-half (1/2) hour meal period for overtime work on Saturday or Sunday in excess of four (4) consecutive hours. Separate and distinct from the meal allowance provision of Article XIV regarding emergency overtime work, the performance of overtime work on Saturday or Sunday followed immediately by the

performance of emergency overtime work, may be combined for the purpose of computing a period in excess of four (4) hours as set forth above.

6. The Borough agrees to allow an unpaid one-half (1/2) hour meal period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each additional four (4) hours of work. Meal periods occurring after ten (10) consecutive hours entitle an employee to a paid lunch period.

Effective upon execution of this Agreement, employees will no longer receive a meal allowance when an employee is required to work ten (10) consecutive hours, however employees will continue to receive an additional unpaid one-half (1/2) hour lunch period when required to work after ten (10) consecutive hours.

ARTICLE 15 - SNOW REMOVAL

Employees performing emergency work such as snow plowing, sanding, flood control, storm damage etc., for more than four (4) consecutive hours outside their normal workday, may take a rest period of one (1) hour after each four-(4) hours of such work.

ARTICLE 16 - PREMIUM PAY

The Borough agrees to pay one and one-half (1-1/2) times the straight time hourly rate for the following services:

- (1) All hours spent in the service of the Borough in excess of eight (8) hours in a given day or forty (40) hours, in a given week.
- (2) All hours spent in the service of the Borough prior to the scheduled starting time.
- (3) All hours spent in the service of the Borough on a Saturday, Sunday and Holiday except as stated below:

Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Borough when called in to work on any and all Holidays listed in Article 17.

- (4) Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each job classification, provided the employee is qualified to perform the overtime assignment.
- (5) It is the employee's responsibility to leave a telephone number where he/she can be contacted.
- (6) A list shall be posted on the overtime worked and refused by each employee for the purpose of equalizing overtime.
- (7) There shall be no mandatory stand-by, but all available employees shall make every effort to work emergency overtime when requested unless excused by the Borough.

ARTICLE 17 - HOLIDAYS

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

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Good Friday	Christmas Day

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

ARTICLE 18 - PERSONAL DAYS OF ABSENCE

1. Employees on the payroll prior to January 1, 1996 will be granted five (5) personal days f absence with pay in a calendar year. Employees hired after January 1, 1996 will be granted three (3) personal days of absence with pay in a calendar year.
2. Any unused Personal Days may be carried over into the next year and used as vacation.
3. Requests for Personal Days shall be made to the Department Head at least twenty-four (24) hours in advance, except in emergencies. Such requests shall be granted or denied by the Department Head, taking into consideration the needs of the department.

ARTICLE 19 - SICK TIME - SERVICE CREDIT FOR SICK LEAVE

A. AMOUNT OF SICK TIME

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month up to a maximum of ten (10) during the first calendar year of employment after initial employment and fifteen (15) working days in every calendar thereafter..
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of is employment.
4. An employee who leaves the Borough's employ after having utilized more than his pro rata share of paid sick days for the year in question, shall pay back to the Borough the amount used in excess of his share, by way of deduction from his last pay check.

B. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for more than three (3) days due to illness, injury, or disability, or who evidences a pattern of illness, shall furnish an appropriate physician's statement to the Borough (upon the Borough's request) including a description of the ailment, its prognosis and the date of return to work, and the ability of the employee to perform his/her normal duties. The Borough reserves the right to send the employee to its own physician.
2. In case of leave of absence due to the exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough at the Borough's expense. Such an examination shall establish whether the employee is capable of performing his normal duties and that his return will jeopardize the health of other employees.
4. The Union agrees to cooperate with the Borough in reducing absenteeism to as low a rate as possible.

ARTICLE 20 - VACATIONS

1. Vacation entitlement shall be based on the employee's anniversary date of employment.
2. Vacation pay shall be based on an employee's forty-(40) hour's straight time.
3. Total Employment Seniority and Vacation Entitlement.

Total Employment Seniority

Vacation Entitlement

One (1) Year Service	Two (2) Weeks
At least five (5) years but less than ten (10) Years Service	Two (2) Weeks plus one (1) day
Ten (10) Years Service but less than fifteen (15) Years of Service	Three (3) Weeks
At least fifteen (15) years but less than twenty (20) years	Three (3) calendar Weeks plus two (2) days
Twenty (20) Years Service	Four (4) Weeks

4. Vacations may be scheduled throughout the calendar year. Employees may schedule one (1) week of vacation in single day periods.
5. Vacation schedules shall be posted by April 15th each year.
6. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

7. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.
8. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be changed to either personal time or sick time and vacation time rescheduled at the employee's request. The Borough may request proof sustaining death or disability.
9. An employee may request vacation days in either units of a single day or in one-half (1/2) day increments subject to prior approval of the Department Head, provided that a written request is made at least twenty-four (24) hours ahead of the day on which the single day or one-half (1/2) day of vacation is to be taken.

ARTICLE 21 – TERMINAL LEAVES

Employees who retire with a pension under PERS shall be entitled to receive Terminal Leave. The number of Terminal Leave days will be based on the number of unused sick leave at the time of retirement. Retiring employees will remain on the payroll of the Borough based on one day of base salary pay for every four days of accumulated unused sick leave is 100 days or less; and 1 day base salary pay for every 3 days of accumulated sick leave if more than 100 days to a maximum of \$12,000.00 of Terminal Leave value. Retiring employees will continue their full coverage of health insurance and other benefits during their period of Terminal Leave.

ARTICLE 22 - HEALTH CARE INSURANCE PROGRAM

1. The Borough shall provide each employee the following Health Care Insurance with dependent coverage:
 - a) Comprehensive Health Insurance, including the following Comprehensive Surgical Insurance, Diagnostic Insurance, Major Medical

Deductible \$200/Single, \$400/Family

Employees hired after January 1, 2000 must enroll in either the "Point of Service" or "HMO" plan.

Effective upon execution of this Agreement, all employees must enroll in the "Point of Service" (POS) health insurance plan. The Borough will discontinue all other health insurance plans as of this date. All employees enrolled in the "Traditional" or PPO/Traditional health insurance plan must enroll in the POS plan effective October 1, 2003. Benefits will be in accordance with the Summary of Benefits attached as Schedule C.

Effective October 1, 2003, following enrollment of all employees into the POS plan as set forth above; the Borough will adopt an Insurance Waiver Program whereby employees may elect to waive their health insurance coverage. Employees choosing to waive their health insurance coverage will receive 50% of the POS premium cost incurred by the Borough,

based on the employee's coverage level at the time of waiver, as that value may be adjusted each year based on changes in the POS premium cost incurred. Payments under this program will be made quarterly in arrears and will be subject to federal and state tax deductions. Employees who waive their health insurance coverage will be able to resume coverage in accordance with plan guidelines.

b) Dental Insurance

Deductible \$50/Single, \$100/Family

\$1000 maximum benefit per year per covered person.

Effective October 1, 2003 the Borough will adopt an Insurance Waiver Program whereby employees may elect to waive their dental insurance coverage. Employees choosing to waive their dental insurance coverage will receive 50% of the premium cost incurred by the Borough, based on their coverage level at the time of waiver, as that value may be adjusted each year based on changes in the Dental premium cost incurred. Payments under this program will be made quarterly in arrears and will be subject to federal and state tax deductions. Employees who waive their dental insurance coverage will be able to resume coverage in accordance with plan guidelines.

c) For employees only, seventy five (\$75.00) per year towards eye exams, lenses, frames or contact lenses with a receipt.

The Borough shall pay the full cost for the above described Health Care Insurance Program for full-time employees who have been employed by the Borough for at least two (2) months, including a family plan if so desired. Coverage for new employees shall be effective the first day of the month following said initial two (2) months of employment with the Borough.

2. When an employee is terminated, laid off or recalled to work, the Borough will be required to pay the full amount of coverage for any part of the month for which the employee works.
3. The Borough reserves the right to change insurance carriers or change insurance coverage long as benefits are provided and they are equal to or better than. Such change will require forty-five (45) days advance notice to the Union. The Union is to be supplied with all information available to the Borough at the time, in order to do its own comparability study. The Union recognizes the information available to the Borough may not fully satisfy what it needs but will accept what the Borough has.
4. The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.
5. The Borough will provide Hospitalization upon retirement (as defined by PERS) in accordance with the following criteria. A combination of age at retirement and a minimum of fifteen (15) years service with the Borough, will be the basis for determining eligibility and length of coverage.

Age Determination:

The number of points an employee earns for age will be calculated by year of retirement less year of birth up to a maximum of sixty-five points.

Service Determination:

The number of points an employee earns for service will be calculated as one per year for each year of service.

Physical Disability Retirement:

In the event an employee retires due to physical disability, said employee could earn additional points for age up to a maximum of ten points or a total age points of sixty-five.

Length of Coverage:

- A) In the event an employee has earned less than a minimum of eighty points, the Borough will provide hospitalization up to a cumulative cost of \$5,000. per employee.
- B) In the event an employee has earned a minimum of eighty points, the Borough will provide hospitalization up to a cumulative cost of \$10,000. per employee.

ARTICLE 23 - UNIFORMS

- 1. The Borough shall provide each employee a clothing and work boot allowance to purchase and maintain the approved Public Works uniform, as listed below. Clothing and work boot allowance will be paid on the first payday in June of each year in the amount of \$1000.00.

UNIFORM REQUIREMENTS

SUMMER

- Long Pants (dark green color)
- T-Shirt (green or orange color)
- Wind Breaker (green or orange color)
- Short Sleeve Button Down Shirt (green color with employer's name)

WINTER

- Long Pants (dark green color)
- Pull Over Sweat Shirt (green or orange)
- Winter Coat (dark green color)
- Winter Hat (dark green or orange)
- Long Sleeve Button Down Shirt (green color with employee's name)

It is the employee's responsibility to keep these articles of clothing maintained. When reporting to work, they will be clean and presentable. Ripped or torn clothing will not be allowed. Management has the right to send the employee home, without pay, if his appearance is unacceptable.

2. The Borough shall provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

Safety glasses, gloves, safety hat, flashlight, rain suit, and rain boots.

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

ARTICLE 24 - MILITARY LEAVE

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

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

ARTICLE 25 - JURY DUTY

An employee who is called to Jury Duty must immediately notify the Employer.

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

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

Employees must furnish their Jury Duty number to the Borough, with employees returning any fees received to the Borough.

ARTICLE 26 - SUSPENSION OR REVOCATION OF LICENSE

- A. Weight and Size Penalties:

In the event an employee shall suffer a suspension or revocation of his commercial driver's license because of a succession of size and weight penalties, caused by the employee complying with the Borough's instructions to him, the Borough shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and lay-off provisions applicable to him at the time of such suspension.

- B. Special Licenses:

The Borough agrees to reimburse the employee for the initial application fee and/or renewal of any special license that an employee is required by law to have in the performance of the duties and

responsibilities covered by his job classification and shall reimburse for the differential between the fee for a standard New Jersey driver's license and any special driver's license that an employee is required to have in the performance of the duties and responsibilities covered by the employee's job.

C. Notification of Suspension:

In the event an employee shall fail to renew or suffer a suspension or revocation of his/her standard New Jersey Driver's License and/or other special license caused by violation of traffic regulations or other infraction, the employee must make this fact known to the Borough at the time of the occurrence or within twenty-four (24) hours. Failure to do so may result in disciplinary action.

ARTICLE 27 - SEPARATION OF EMPLOYMENT

Upon discharge, the Borough shall immediately pay all monies including unused pro-rata vacation pay to the employee in the next pay period.

Upon quitting, the Borough shall pay all monies due to the employee including unused pro-rata vacation pay at the next regularly scheduled pay period following such quitting.

ARTICLE 28 - SANITARY CONDITIONS

The Borough agrees to maintain a clean, sanitary washroom having hot and cold running water, showers, toilets facilities and individual lockers.

ARTICLE 29 - COMPENSATION CLAIMS

The Borough agrees to cooperate toward the prompt settlement of employees on-the-job injury when such claims are due and owing as required by law. The Borough shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the Borough shall pay such employee guarantee wages, for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee of that day. An employee who has returned to regular duties after sustaining a compensable injury, who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive regular hourly rate of pay for such time.

ARTICLE 30 - JOB STEWARDS

The Borough recognizes the right of the Union to designate job stewards and alternates.

The authority of the job stewards and alternates 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 collection of initiation fees when authorized by appropriate local union action;
- (3) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information -
 - (a) been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the Borough's business.
- (4) Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Borough's business.
- (5) The Borough recognizes these limitations upon the authority of Job Stewards and their alternates, 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 Shop Steward has taken strike action, slow down, or work stoppage in violation of this Agreement.
- (6) Stewards shall be permitted to investigate, present and process grievances on or off the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 31 - DISCHARGE OR SUSPENSION

The Borough shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Borough must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the Borough must give at least one (1) warning notice of a specific complaint against such employee in writing and a copy of the same to the Union and Shop Steward, unless the conduct of the employee is egregious and/or creates a danger to person or property. The written notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of occurrence upon which the complaint and any warning notice are based.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and, as soon thereafter as it is practicable to do so, a conference held between the Union and the Borough for the purpose of reviewing the matter.

A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge or suspension. The appeal shall be heard with *Step 2* of the *Grievance and Arbitration* provision of this Agreement.

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

ARTICLE 32 - UNION BULLETIN BOARD

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

ARTICLE 33 - NON-DISCRIMINATION

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

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

ARTICLE 34 - SUBCONTRACTING

It shall be within the discretion of the Borough to subcontract work provided that the Borough shall not subcontract in bad faith for the sole purpose of laying off public employees or substituting private workers for public workers.

ARTICLE 35 - SAFETY

1. The Borough and the Union are committed to a safe work place and to the observation of applicable state and federal regulations.
2. Employees shall immediately report to the Employer any unsafe or hazardous conditions, accident or injury.
3. The Borough shall not require an employee to work under conditions, which subject him to risk of serious bodily harm in violation of state and federal law.
4. If an employee believes that he is assigned an unsafe job (as set forth above), he shall inform his supervisor. The supervisor shall determine that:

- (a) the work is safe; or
- (b) how the work can be performed safely; or
- (c) the work should be stopped.

5. In the event the employee refuses to perform work which the supervisor has determined as being performed in accordance with documented safety protocols and in a safe manner, the employee may request further review by the Borough Engineer, and in his absence by the Borough Administrator. The decision of the Borough Engineer or Borough Administrator will be considered final and the employee can then either perform the task as directed or be relieved of his duties, with no further compensation, until the matter has been resolved.

ARTICLE 36 - NOTIFICATION TO THE UNION

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

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

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

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

The Borough will notify the Union within one (1) week of any new hires.

ARTICLE 37 - INSPECTION PRIVILEGES

Provided prior notice is given to the Borough, authorized agents of the Union shall have access to the Borough's public works facilities during working hours for the purpose of adjusting disputes, investigating work conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Borough's working schedule.

ARTICLE 38 - GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute.

Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the supervisor. Employees shall have the right to have the Union representative present during discussion of any grievance with representatives of the Borough.

Any grievance arising between the Borough and the Union or any employee(s) represented by the Union shall be settled in the following manner:

Step 1 The aggrieved employee or employees must present the grievance to the Public Works Manager through the Shop Steward, or his alternate, within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of the Agreement. If a satisfactory settlement is not reached with the Public Works Manager within three (3) working days, the grievance may be appealed to *Step 2*.

Step 2 The Union Business Representative shall then take the matter up with the Borough Administrator or his designee. A decision must be made within five (5) working days.

Step 3 If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Board of Mediation for arbitration. After the Board submits a list of Arbitrators to the Union and the Borough, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

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

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

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

The Local Union, or its representative, shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals who's pay is in dispute or records pertaining to a specific grievance.

The procedures set forth herein may be invoked only by an authorized representative of the Borough and the Union.

If the Borough fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal actions to enforce compliances.

ARTICLE 39 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements and riders thereof 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, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either the

Borough or the Union for the purpose of arriving at a mutually satisfactory replacement for such Articles 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 state 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 40 - FULLY BARGAINED PROVISION

During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. The Agreement incorporates all rights and obligations assumed by each party and granted through process and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for the duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission.

Nothing in this Agreement shall be interpreted to mean that a single exception of an established practice provides an entitlement under the retention of benefits clause or establishes as past practice.

ARTICLE 41 - MISUSE OF BOROUGH PROPERTY

Any unauthorized use of Borough equipment for personal or for hire shall make an employee subject to discipline.

In the event a union member is involved in an accident which results in the damage to Borough property, a full investigation will be conducted. In the event if a finding of negligence, and employee is subject to discipline.

Any employee found with alcoholic beverages or controlled dangerous substances in their possession during working hours shall be subject to discipline.

ARTICLE 42 - OTHER CONDITIONS

1. Manning.

Subject to management's non-reviewable discretion, the following applies:

a. When snow plowing, two (2) men on truck if practicable.

- b. Sewer jet - three (3) men on sewer blockages at all times. Effective upon execution of this Agreement, two (2) men on job for routine cleaning, EXCEPT in high traffic areas and/or situations where additional personnel are deemed necessary by the Plant Supervisor.
- c. When sanding, two men on a truck at all times.
- d. Wages shall be retroactive to January 1, 2006.

2. Licenses

- a. The Borough reserves the right to require Class "A" and/or Class "B" licenses for all newly hired employees. The Borough also maintains the right to hire persons and waive the initial license requirement with the understanding that the license will be obtained within 12 months of being hired to the position.
- b. The Union specifically agrees that those hired without meeting the initial license requirement, and failing to obtain the license within 12 months, may be terminated at that point without further cause, or
- c. the period of time may be extended to obtain the license. The Union agrees that there is no obligation on the part of management to extend this time period.
- d. If the time to obtain the license is extended, the Union agrees that failing to obtain the license within the agreed upon time frame is grounds for termination without further cause.
- e. Nothing in this chapter shall interfere with the Management Rights as described in Article 2 of this agreement.

ARTICLE 43 - NO STRIKE - NO LOCKOUT

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

ARTICLE 44 - DRUG/ALCOHOL - FREE WORKPLACE

The parties agree to comply with all Federal, State laws and the municipal drug policy adopted by Resolution 96-30 adopted January 15, 1996.

ARTICLE 45 - TERMINATION CLAUSE

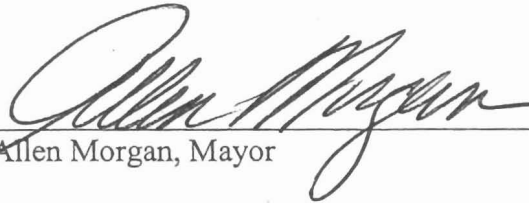
This Agreement shall be in full force and effect from January 1, 2006 to and including December 31, 2009, and shall continue from year to year thereafter unless written notice of desire to cancel or

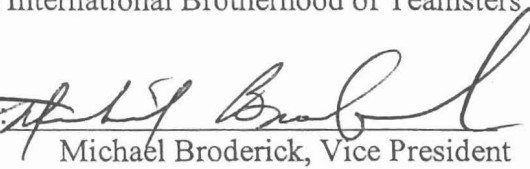
terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of termination.

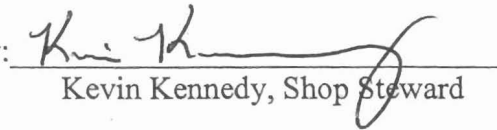
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 16th day of May 2006, to be retroactively effective to January 1, 2006.

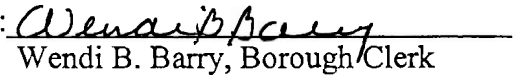
BOROUGH OF NEW PROVIDENCE

TEAMSTER LOCAL 469, affiliated with
the International Brotherhood of Teamsters

By: 
Allen Morgan, Mayor

By: 
Michael Broderick, Vice President

By: 
Kevin Kennedy, Shop Steward

Attest: 
Wendi B. Barry, Borough Clerk

By: _____

Schedule A
Position Classifications

Senior Technical Assistant

Road Personnel
Equipment / Sweeper Operator
Chief Mechanic
Mechanic

Foreman
Assistant Foreman - Streets and Roads Division
Assistant Foreman - Building and Grounds Division
Assistant Foreman – Mechanic
Facilities Maintenance Mechanic

Assistant Plant Operator
Second Plant Operator
Third Plant Operator

Building Custodian - Day Shift
Building Custodian - Night Shift

Grounds Maintenance Personnel

TEAMSTERS LOCAL 469			Employees Hired by 6/30/03						
SALARY GUIDE			2005 7/1 THRU 12/31					2.00% increase	
							\$ 1,800	health care stipend	
	POSITION		MIN	B	C	D	E	MAX	
	Foreman		57,752	60,239	62,725	65,212	67,699	70,185	
	Sr. Technical Assistant		52,706	54,947	57,293	59,720	62,263	64,924	
	Road Personnel		42,601	44,482	46,663	48,833	51,108	53,478	
	Equipment/Sweeper Operator		44,985	46,863	48,859	50,938	53,038	55,277	
	Chief Mechanic		53,138	55,413	57,745	60,232	62,787	65,508	
	Mechanic		45,767	47,700	49,742	51,844	54,038	56,337	
	Fleet Mechanic		45,767	47,700	49,742	51,844	54,038	56,337	
	Custodian/Maintenance Mechanic		45,767	47,700	49,742	51,844	54,038	56,337	
	Assistant Foreman - Streets & Road Division		50,746	52,843	55,110	57,491	59,940	62,460	
	Assistant Foreman - Bldg & Grounds Division		50,746	52,843	55,110	57,491	59,940	62,460	
	Assistant Foreman - Mechanic		50,746	52,843	55,110	57,491	59,940	62,460	
	Facilities Mechanic		50,746	52,843	55,110	57,491	59,940	62,460	
	Assistant Plant Operator		53,138	55,413	57,745	60,232	62,787	65,508	
	Second Plant Operator		47,002	48,997	51,074	53,230	55,493	57,864	
	Third Plant Operator		44,666	46,545	48,540	50,619	52,719	54,958	
	Building Custodian - Day		42,601	44,482	46,663	48,833	51,108	53,478	
	Building Custodian - Night		43,460	45,344	47,521	49,681	51,968	54,335	
	Grounds Maintenance Personnel		42,601	44,482	46,663	48,833	51,108	53,478	

TEAMSTERS LOCAL 469
SALARY GUIDE

Employees Hired by 6/30/03
2006

3.50% increase
 \$ 1,800 health care stipend

POSITION	MIN	B	C	D	E	MAX
Foreman	59,711	62,284	64,858	67,431	70,005	72,579
Sr. Technical Assistant	54,488	56,807	59,235	61,747	64,379	67,133
Road Personnel	44,029	45,975	48,233	50,479	52,834	55,287
Equipment/Sweeper Operator	46,496	48,440	50,506	52,657	54,831	57,148
Chief Mechanic	54,935	57,290	59,704	62,277	64,922	67,738
Mechanic	47,305	49,307	51,420	53,596	55,867	58,245
Fleet Mechanic	47,305	49,307	51,420	53,596	55,867	58,245
Custodian/Maintenance Mechanic	47,305	49,307	51,420	53,596	55,867	58,245
Assistant Foreman - Streets & Road Division	52,460	54,630	56,976	59,440	61,975	64,583
Assistant Foreman - Bldg & Grounds Division	52,460	54,630	56,976	59,440	61,975	64,583
Assistant Foreman - Mechanic	52,460	54,630	56,976	59,440	61,975	64,583
Facilities Mechanic	52,460	54,630	56,976	59,440	61,975	64,583
Assistant Plant Operator	54,935	57,290	59,704	62,277	64,922	67,738
Second Plant Operator	48,584	50,649	52,799	55,030	57,372	59,826
Third Plant Operator	46,167	48,111	50,176	52,328	54,502	56,819
Building Custodian - Day	44,029	45,975	48,233	50,479	52,834	55,287
Building Custodian - Night	44,918	46,868	49,121	51,357	53,724	56,174
Grounds Maintenance Personnel	44,029	45,975	48,233	50,479	52,834	55,287

**TEAMSTERS LOCAL 469
SALARY GUIDE**

Employees Hired by 6/30/03
2007

3.50% increase
\$ 1,800 health care stipend

POSITION	MIN	B	C	D	E	MAX
Foreman	61,737	64,401	67,065	69,728	72,392	75,056
Sr. Technical Assistant	56,332	58,732	61,245	63,845	66,569	69,420
Road Personnel	45,507	47,522	49,858	52,183	54,620	57,159
Equipment/Sweeper Operator	48,060	50,073	52,210	54,437	56,687	59,085
Chief Mechanic	56,795	59,232	61,730	64,394	67,131	70,046
Mechanic	48,898	50,969	53,157	55,409	57,759	60,221
Fleet Mechanic	48,898	50,969	53,157	55,409	57,759	60,221
Custodian/Maintenance Mechanic	48,898	50,969	53,157	55,409	57,759	60,221
Assistant Foreman - Streets & Road Division	54,233	56,479	58,907	61,458	64,081	66,780
Assistant Foreman - Bldg & Grounds Division	54,233	56,479	58,907	61,458	64,081	66,780
Assistant Foreman - Mechanic	54,233	56,479	58,907	61,458	64,081	66,780
Facilities Mechanic	54,233	56,479	58,907	61,458	64,081	66,780
Assistant Plant Operator	56,795	59,232	61,730	64,394	67,131	70,046
Second Plant Operator	50,221	52,359	54,584	56,893	59,317	61,857
Third Plant Operator	47,719	49,732	51,869	54,096	56,346	58,744
Building Custodian - Day	45,507	47,522	49,858	52,183	54,620	57,159
Building Custodian - Night	46,427	48,446	50,778	53,091	55,542	58,077
Grounds Maintenance Personnel	45,507	47,522	49,858	52,183	54,620	57,159

TEAMSTERS LOCAL 469
SALARY GUIDE

Employees Hired by 6/30/03
2008

3.50% increase
\$ 1,800 health care stipend

POSITION	MIN	B	C	D	E	MAX
Foreman	63,835	66,592	69,349	72,106	74,863	77,620
Sr. Technical Assistant	58,240	60,725	63,326	66,017	68,836	71,786
Road Personnel	47,037	49,122	51,540	53,946	56,469	59,097
Equipment/Sweeper Operator	49,680	51,762	53,975	56,280	58,608	61,090
Chief Mechanic	58,720	61,242	63,828	66,585	69,418	72,434
Mechanic	50,546	52,690	54,954	57,285	59,717	62,266
Fleet Mechanic	50,546	52,690	54,954	57,285	59,717	62,266
Custodian/Maintenance Mechanic	50,546	52,690	54,954	57,285	59,717	62,266
Assistant Foreman - Streets & Road Division	56,068	58,393	60,906	63,546	66,261	69,054
Assistant Foreman - Bldg & Grounds Division	56,068	58,393	60,906	63,546	66,261	69,054
Assistant Foreman - Mechanic	56,068	58,393	60,906	63,546	66,261	69,054
Facilities Mechanic	56,068	58,393	60,906	63,546	66,261	69,054
Assistant Plant Operator	58,720	61,242	63,828	66,585	69,418	72,434
Second Plant Operator	51,916	54,129	56,431	58,821	61,331	63,959
Third Plant Operator	49,327	51,409	53,622	55,927	58,255	60,737
Building Custodian - Day	47,037	49,122	51,540	53,946	56,469	59,097
Building Custodian - Night	47,989	50,078	52,492	54,887	57,422	60,047
Grounds Maintenance Personnel	47,037	49,122	51,540	53,946	56,469	59,097

TEAMSTERS LOCAL 469
SALARY GUIDE

Employees Hired by 6/30/03
2009

3.50% increase
 \$ 1,800 health care stipend

POSITION	MIN	B	C	D	E	MAX
Foreman	66,006	68,860	71,713	74,567	77,420	80,273
Sr. Technical Assistant	60,216	62,787	65,479	68,264	71,182	74,236
Road Personnel	48,620	50,778	53,281	55,772	58,382	61,102
Equipment/Sweeper Operator	51,355	53,511	55,801	58,186	60,597	63,166
Chief Mechanic	60,712	63,322	65,999	68,852	71,784	74,907
Mechanic	52,253	54,471	56,814	59,227	61,745	64,382
Fleet Mechanic	52,253	54,471	56,814	59,227	61,745	64,382
Custodian/Maintenance Mechanic	52,253	54,471	56,814	59,227	61,745	64,382
Assistant Foreman - Streets & Road Division	57,967	60,373	62,975	65,707	68,517	71,408
Assistant Foreman - Bldg & Grounds Division	57,967	60,373	62,975	65,707	68,517	71,408
Assistant Foreman - Mechanic	57,967	60,373	62,975	65,707	68,517	71,408
Facilities Mechanic	57,967	60,373	62,975	65,707	68,517	71,408
Assistant Plant Operator	60,712	63,322	65,999	68,852	71,784	74,907
Second Plant Operator	53,670	55,960	58,343	60,817	63,414	66,134
Third Plant Operator	50,990	53,146	55,436	57,821	60,231	62,800
Building Custodian - Day	48,620	50,778	53,281	55,772	58,382	61,102
Building Custodian - Night	49,606	51,768	54,266	56,745	59,369	62,086
Grounds Maintenance Personnel	48,620	50,778	53,281	55,772	58,382	61,102

TEAMSTERS LOCAL 469		Employees Hired after 7/1/03							
SALARY GUIDE		2005	7/1 THRU 12/31				2% increase		
POSITION	MIN	B	C	D	E	F	G	MAX	
Foreman									
Sr. Technical Assistant									
Road Personnel	36,001	38,242	40,482	42,721	44,961	47,200	49,439	51,678	
Equipment/Sweeper Operator	38,142	40,332	42,522	44,714	46,904	49,095	51,286	53,477	
Chief Mechanic	45,299	47,929	50,559	53,189	55,818	58,448	58,826	63,708	
Mechanic	38,794	41,042	43,291	45,540	47,789	50,039	52,288	54,537	
Fleet Mechanic	38,794	41,042	43,291	45,540	47,789	50,039	52,288	54,537	
Custodian/Maintenance Mechanic	38,794	41,042	43,291	45,540	47,789	50,039	52,288	54,537	
Assistant Foreman - Streets & Road Division	43,188	45,687	48,183	50,678	53,174	55,670	58,164	60,660	
Assistant Foreman - Bldg & Grounds Division	43,188	45,687	48,183	50,678	53,174	55,670	58,164	60,660	
Assistant Foreman - Mechanic	43,188	45,687	48,183	50,678	53,174	55,670	58,164	60,660	
Facilities Mechanic	43,188	45,687	48,183	50,678	53,174	55,670	58,164	60,660	
Assistant Plant Operator	45,299	47,929	50,559	53,189	55,818	58,448	61,077	63,708	
Second Plant Operator	39,883	42,195	44,507	46,818	49,130	51,441	53,753	56,064	
Third Plant Operator	37,823	40,014	42,204	44,396	46,586	48,776	50,968	53,158	
Building Custodian - Day	36,001	38,242	40,482	42,721	44,961	47,200	49,439	51,678	
Building Custodian - Night	36,759	39,010	41,264	43,518	45,773	48,027	50,281	52,535	
Grounds Maintenance Personnel	36,001	38,242	40,482	42,721	44,961	47,200	49,439	51,678	

TEAMSTERS LOCAL 469
SALARY GUIDE

2006

Employees Hired after 7/1/03

3.50% increase

POSITION	MIN	B	C	D	E	F	G	MAX
Foreman								
Sr. Technical Assistant								
Road Personnel	37,261	39,581	41,899	44,216	46,535	48,852	51,169	53,487
Equipment/Sweeper Operator	39,477	41,744	44,011	46,279	48,546	50,813	53,081	55,348
Chief Mechanic	46,884	49,607	52,329	55,050	57,772	60,494	60,885	65,938
Mechanic	40,152	42,478	44,806	47,134	49,461	51,790	54,118	56,445
Fleet Mechanic	40,152	42,478	44,806	47,134	49,461	51,790	54,118	56,445
Custodian/Maintenance Mechanic	40,152	42,478	44,806	47,134	49,461	51,790	54,118	56,445
Assistant Foreman - Streets & Road Division	44,700	47,286	49,869	52,452	55,035	57,618	60,200	62,783
Assistant Foreman - Bldg & Grounds Division	44,700	47,286	49,869	52,452	55,035	57,618	60,200	62,783
Assistant Foreman - Mechanic	44,700	47,286	49,869	52,452	55,035	57,618	60,200	62,783
Facilities Mechanic	44,700	47,286	49,869	52,452	55,035	57,618	60,200	62,783
Assistant Plant Operator	46,884	49,607	52,329	55,050	57,772	60,494	63,215	65,938
Second Plant Operator	41,279	43,672	46,065	48,457	50,850	53,241	55,634	58,026
Third Plant Operator	39,147	41,414	43,681	45,949	48,216	50,484	52,752	55,019
Building Custodian - Day	37,261	39,581	41,899	44,216	46,535	48,852	51,169	53,487
Building Custodian - Night	38,046	40,376	42,708	45,041	47,375	49,708	52,041	54,374
Grounds Maintenance Personnel	37,261	39,581	41,899	44,216	46,535	48,852	51,169	53,487

TEAMSTERS LOCAL 469
SALARY GUIDE

2007

Employees Hired after 7/1/03

3.50% increase

POSITION	MIN	B	C	D	E	F	G	MAX
Foreman								
Sr. Technical Assistant								
Road Personnel	38,565	40,966	43,366	45,764	48,163	50,562	52,960	55,359
Equipment/Sweeper Operator	40,858	43,205	45,551	47,899	50,245	52,591	54,939	57,285
Chief Mechanic	48,525	51,343	54,160	56,977	59,794	62,611	63,016	68,246
Mechanic	41,557	43,965	46,374	48,783	51,192	53,603	56,012	58,421
Fleet Mechanic	41,557	43,965	46,374	48,783	51,192	53,603	56,012	58,421
Custodian/Maintenance Mechanic	41,557	43,965	46,374	48,783	51,192	53,603	56,012	58,421
Assistant Foreman - Streets & Road Division	46,264	48,941	51,615	54,288	56,961	59,635	62,307	64,980
Assistant Foreman - Bldg & Grounds Division	46,264	48,941	51,615	54,288	56,961	59,635	62,307	64,980
Assistant Foreman - Mechanic	46,264	48,941	51,615	54,288	56,961	59,635	62,307	64,980
Facilities Mechanic	46,264	48,941	51,615	54,288	56,961	59,635	62,307	64,980
Assistant Plant Operator	48,525	51,343	54,160	56,977	59,794	62,611	65,428	68,246
Second Plant Operator	42,724	45,200	47,677	50,153	52,629	55,105	57,581	60,057
Third Plant Operator	40,517	42,864	45,210	47,558	49,904	52,250	54,598	56,944
Building Custodian - Day	38,565	40,966	43,366	45,764	48,163	50,562	52,960	55,359
Building Custodian - Night	39,377	41,789	44,203	46,618	49,033	51,448	53,862	56,277
Grounds Maintenance Personnel	38,565	40,966	43,366	45,764	48,163	50,562	52,960	55,359

**TEAMSTERS LOCAL 469
SALARY GUIDE**

2008

Employees Hired after 7/1/03

3.50% increase

POSITION	MIN	B	C	D	E	F	G	MAX
Foreman								
Sr. Technical Assistant								
Road Personnel	39,915	42,400	44,883	47,366	49,849	52,331	54,813	57,297
Equipment/Sweeper Operator	42,288	44,717	47,145	49,575	52,004	54,432	56,862	59,290
Chief Mechanic	50,224	53,140	56,056	58,971	61,887	64,802	65,222	70,634
Mechanic	43,012	45,504	47,997	50,491	52,984	55,479	57,972	60,466
Fleet Mechanic	43,012	45,504	47,997	50,491	52,984	55,479	57,972	60,466
Custodian/Maintenance Mechanic	43,012	45,504	47,997	50,491	52,984	55,479	57,972	60,466
Assistant Foreman - Streets & Road Division	47,884	50,654	53,421	56,188	58,955	61,722	64,488	67,254
Assistant Foreman - Bldg & Grounds Division	47,884	50,654	53,421	56,188	58,955	61,722	64,488	67,254
Assistant Foreman - Mechanic	47,884	50,654	53,421	56,188	58,955	61,722	64,488	67,254
Facilities Mechanic	47,884	50,654	53,421	56,188	58,955	61,722	64,488	67,254
Assistant Plant Operator	50,224	53,140	56,056	58,971	61,887	64,802	67,718	70,634
Second Plant Operator	44,219	46,782	49,346	51,908	54,471	57,033	59,597	62,159
Third Plant Operator	41,935	44,364	46,792	49,222	51,651	54,079	56,509	58,937
Building Custodian - Day	39,915	42,400	44,883	47,366	49,849	52,331	54,813	57,297
Building Custodian - Night	40,755	43,251	45,750	48,250	50,749	53,249	55,747	58,247
Grounds Maintenance Personnel	39,915	42,400	44,883	47,366	49,849	52,331	54,813	57,297

TEAMSTERS LOCAL 469
SALARY GUIDE

2009

Employees Hired after 7/1/03

3.50% increase

POSITION	MIN	B	C	D	E	F	G	MAX
Foreman								
Sr. Technical Assistant								
Road Personnel	41,312	43,884	46,454	49,023	51,594	54,163	56,732	59,302
Equipment/Sweeper Operator	43,768	46,282	48,795	51,310	53,824	56,337	58,852	61,366
Chief Mechanic	51,981	55,000	58,018	61,035	64,053	67,070	70,088	73,107
Mechanic	44,517	47,096	49,677	52,258	54,839	57,421	60,001	62,582
Fleet Mechanic	44,517	47,096	49,677	52,258	54,839	57,421	60,001	62,582
Custodian/Maintenance Mechanic	44,517	47,096	49,677	52,258	54,839	57,421	60,001	62,582
Assistant Foreman - Streets & Road Division	49,560	52,427	55,291	58,155	61,018	63,882	66,745	69,608
Assistant Foreman - Bldg & Grounds Division	49,560	52,427	55,291	58,155	61,018	63,882	66,745	69,608
Assistant Foreman - Mechanic	49,560	52,427	55,291	58,155	61,018	63,882	66,745	69,608
Facilities Mechanic	49,560	52,427	55,291	58,155	61,018	63,882	66,745	69,608
Assistant Plant Operator	51,981	55,000	58,018	61,035	64,053	67,070	70,088	73,107
Second Plant Operator	45,767	48,420	51,073	53,725	56,378	59,030	61,683	64,334
Third Plant Operator	43,403	45,917	48,430	50,945	53,458	55,972	58,487	61,000
Building Custodian - Day	41,312	43,884	46,454	49,023	51,594	54,163	56,732	59,302
Building Custodian - Night	42,182	44,765	47,351	49,938	52,525	55,113	57,698	60,286
Grounds Maintenance Personnel	41,312	43,884	46,454	49,023	51,594	54,163	56,732	59,302

**Oxford Health Plans POS Benefits Summary
Borough of New Providence**

SCHEDULE C

	<i>POS Plan</i>	
<i>Benefits</i>	<i>In-Network</i>	<i>Non-Network</i>
Annual Deductible		
Individual	None	\$100
Family	None	\$250
Annual Maximum Out-of-Pocket		
Individual	None	\$900 plus deductible
Family	None	\$1,800 plus deductible
Claim Reimbursement	n/a	90th percentile of HIAA
Your Plan Pays		
Lifetime Maximum		
	Unlimited	Unlimited
Office Visit		
Illness / Injury	100% after \$5 per visit	70%*
Allergy Treatment	100% after \$5 per visit	70%*
Preventative Care		
Routine Preventative Care	100% after \$5 per visit	70%*
Well Child Care Including Immunizations	100% after \$5 per visit	70%*
Well Woman Care Including:	100% after \$5 per visit	70%*
Pap Test	100%	70%*
Mammograms	100%	70%*
Independent X-ray and Lab	100%	70%*
Emergency		
Emergency Room / Urgent Care Facility	100% after \$25 per visit, waived if	100% after \$25 per visit, waived if admitted
Ambulance	100% - If not a true emergency, health plan approval required for coverage at the out of network coinsurance level	100% - If not a true emergency, health plan approval required for coverage at the out of network coinsurance level
Maternity		
Initial Visit to Confirm Pregnancy	100% after \$5	70%*
Prenatal \ Postnatal Visits	100%	70%*
Hospital	100%	70%* + \$200 copay
Hospital Inpatient	100%	70%* + \$200 copay
Doctors Visits	100%	70%*
Preadmission Testing	100%	70%*
Outpatient Surgical Facility	100%	70%*
Surgery		
Surgeons Fees	100%	70%*
Second Opinion Consultation	100% after \$5 per visit	70%*

**Oxford Health Plans POS Benefits Summary
Borough of New Providence**

<i>Benefits</i>	<i>POS Plan</i>	
	<i>In-Network</i>	<i>Non-Network</i>
<i>Infertility</i>		
Office Visit	100% after \$5 per visit	70%*
Surgery	100%	70%*
<i>Outpatient Rehabilitation</i> Includes Speech, Physical, Occupational	100% after \$5 per visit 60 outpatient visits per calendar year	70%* 60 outpatient visits per calendar year
Chiropractic Care	100% after \$5 per visit 100 visits per calendar year	70%* 100 visits per calendar year
<i>Special Services</i>		
Private Duty Nursing	100% - 60 visits per year	70%* - 60 visits per year
Home Health Care	100% - unlimited visits	70%* - unlimited visits
Hospice - Inpatient	100%	70%* + \$200 copay
Hospice - Outpatient	100%	70%*
<i>Durable Medical Equipment</i>	100%	70%*
<i>External Prosthetic Devices</i>	100%	70%*
<i>Mental Health and Drug Abuse Rehabilitation - Non-Biologically Based</i>		
Inpatient	100% 25 days per year - 90% additional 25 days per year	70%* + \$200 copay 50 days per calendar year
Outpatient	visit 100 visits per calendar year - 300 visit lifetime	50%* 100 visits per calendar year - 300 visit lifetime maximum
<i>Alcohol Abuse Rehabilitation</i>		
Inpatient	100%	70%* + \$200 copay
Outpatient	100% after \$5 per visit	70%*
<i>Prescription Drug</i>	90%	90%

***Subject to Deductible**

All benefits are payable up to Reasonable and Customary Levels
THIS COMPARISON IS FOR ILLUSTRATIVE PURPOSES ONLY