

AGREEMENT BETWEEN
POMPTON LAKES
BOROUGH EMPLOYEES ASSOCIATION
AND BOROUGH OF POMPTON LAKES

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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REV 7/25/14

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CONTRACT

THIS CONTRACT made by and between the POMPTON LAKES EMPLOYEES' ASSOCIATION, Pompton Lakes, New Jersey, hereinafter referred to as the "ASSOCIATION" and the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "BOROUGH".

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and conditions of employment will promote a spirit of cooperation between the BOROUGH and its employees represented by the ASSOCIATION and that the employees represented thereby will serve to maintain and increase individual efficiency and quality of service so as to avoid interruption and interference with the efficient operation of the BOROUGH and this contract will express the complete agreement on all negotiable terms and conditions of employment between the parties so that the BOROUGH will receive a fair day's work for a fair day's pay as provided for in this contract. The ASSOCIATION is in full agreement with the objective of employee performance and efficiency consistent with the safety, good health and sustained effort of such employees.

ARTICLE I

RECOGNITION

SECTION I

The BOROUGH hereby recognizes that the ASSOCIATION is the exclusive representative for collective negotiations and bargaining concerning the terms and conditions of employment of the employees in said bargaining unit. However, nothing herein shall be so construed as to prevent any official of the BOROUGH from meeting with any employee organization or individual employee for the purpose of hearing the views and request of the members of said organization or of said individual so long as (a) the ASSOCIATION is informed of the meeting; (b) any changes or modifications in the terms and conditions of employment provided for in this contract are to be made through negotiations and collective bargaining with the ASSOCIATION; and, (c) said individual or minority organization shall not represent or process grievances provided for in this contract.

SECTION II

Nothing shall be construed so as to deny any individual employee of his or her rights under Civil Service Laws or Rules or Regulations promulgated by the State of New Jersey.

SECTION III

The bargaining unit shall include all permanent full-time and part-time employees, including probationary/provisional employees in the Public Works Department, excluding supervisory employees of the rank of foreman and above; all permanent full-time and part-time municipal office staff, including probationary/provisional employees; all full-time and part-time police radio dispatchers, including probationary/provisional employees; parking violations officer, full-time and part-time, including probationary/provisional employees; and all full time and part time matrons, including probationary/provisional employees.

SECTION IV

Whenever the words "Mayor and Council" are set forth in the agreement, same shall provide that the Mayor and Council may designate a designee in each such instance.

ARTICLE II

EFFECTIVE DATE OF AGREEMENT

SECTION I

This contract shall cover the period of time from January 1, 2013 to December 31, 2015, inclusive and neither party shall abrogate the terms of the contract during its terms of existence. All salaries and fringe benefits provided for in this contract shall be retroactive to January 1, 2013, unless otherwise specified.

SECTION II

This contract shall become effective only when signed for the BOROUGH by the Mayor and Borough Clerk and by the authorized representatives of the ASSOCIATION.

ARTICLE III

SENIORITY

SECTION I

Seniority of a regular employee is to be determined by the length of service, computed in years, months and days from the date of his employment. Probationary period will be counted toward seniority. However, in no case, will an employee be given permanent seniority status until after satisfactory completion of ninety (90) calendar day probationary period. All permanent employees shall be given seniority status regardless of membership in any Union Association or other group. Permanent employees shall mean an employee who has received permanent appointment in accordance with the Civil Service Regulations adopted thereunder.

SECTION II

The Superintendent of Public Works, Borough Clerk, Administrator or Administrative Aide or a designee of the Mayor and Council and/or Chief of Police shall post a notice of all job openings on bulletin boards as hereinafter provided. Such postings shall be made in the municipal building located at 25 Lenox Avenue, Pompton Lakes, New Jersey and at the Department of Public Works Building, Mill Street, Pompton Lakes, New Jersey, and shall state:

- a. the job classification
- b. wages
- c. job description and duties
- d. qualifications
- e. filing or qualification deadline

Employees on vacation or off duty or excused for valid and recognized reasons shall retain all filing or bidding rights during such absence. The ASSOCIATION's designated representative may file or bid for such position by proxy for and on behalf of any employee on

vacation or otherwise off duty or excused for valid or recognized absence; however, the BOROUGH shall not be responsible for the ASSOCIATION's representative to designate such person or for the failure of the ASSOCIATION's representative to bid or file for and on behalf of any such employee.

SECTION III

No substantial changes in working conditions or assignments shall be made without notification to employees affected. Notification shall consist of two (2) weeks prior notice of the changes being made.

Nothing in this contract shall prevent or preclude supervision from assigning duties to any employee outside of his classification during an emergency. An emergency is to be determined solely by such supervision. Supervision shall make a reasonable attempt to secure employees in proper job classification for the performance of particular jobs whenever possible under the particular circumstances. Supervision in the Department of Public Works shall not replace any employee on his job for over a period of four (4) hours if that employee is available for work. Any employee placed in a higher classification job will be paid at the higher rate of pay for all hours worked in the higher classification for all departments.

SECTION IV – PROBATION EMPLOYEES

The discharge of any employee for any reason during a probationary period is not a matter for a grievance. Probationary employees will not receive seniority during probationary period.

ARTICLE IV
HOURS OF WORK

SECTION I

The basic workweek for all regular employees shall be as follows:

- a. Department of Public Works – Forty (40) hours per week.

Starting time: 6:30 a.m. – Finishing Time: 3:00 p.m. Eight (8) hours per day with a one half (1/2) hour lunch. For payroll and other purposes, and except as hereafter set forth, workweek shall be considered as starting 12:01 a.m. Monday. Regular working time will not be considered to start until 6:30 a.m., except as noted herein.

1. For employees hired on or after July 24, 2014, the regular work week, at the option of the Borough, shall begin on either Monday and extend through Friday (Monday work week) or shall begin on Tuesday and extend through Saturday (Tuesday work week). With two weeks advance notice, those employees covered by this paragraph may be transferred from the Monday work week to the Tuesday work week or vice versa.

b. Municipal Office – 8:30 a.m. to 4:30 p.m. weekdays with one (1) hour for lunch or as otherwise established by the Borough after discussion with the Association, except for legal holidays.

c. Police Public Safety Telecommunicators – as assigned by a superior officer in charge of the Police Department.

SECTION II – OVERTIME

As set forth in Article XVIII of this Contract, the BOROUGH has the right to schedule overtime work when it is required and in a manner most advantageous to the BOROUGH and consistent with the requirement of Municipal Employment and the public interest. Overtime shall be paid on the following basis:

Employees with the lowest amount of overtime shall be given first choice in his or her classification. If no employee in a classification can be found, the supervisor will then choose qualified employees with the least amount of overtime. However, nothing shall prevent the Superintendent of Public Works or his authorized assistant from reassigning men to work overtime on an emergency basis. An emergency shall be determined by such supervisor.

Overtime shifts for Dispatchers shall be assigned on a rotating basis beginning with the full-time Dispatchers and rotating through the entire Dispatcher roster, including part-time Dispatchers. The Dispatcher roster shall be kept in the order of the date of hire. This provision shall not be construed as to require the BOROUGH to fill an open shift with a Dispatcher.

SECTION III – D.P.W. EMERGENCY AND OVERTIME WORK

1. Employees called into work on an overtime basis shall be given four (4) hours pay at straight time or the premium pay of the same is called for, whichever is greater.

Emergency basis shall be any time not continuous with the regular working hours. A person called in on an emergency basis shall be on stand-by for the four (4) hour period in the event he or she does not work the same.

The snow plowing and removal schedule is as follows:

- a. For every four (4) hours of continuous plowing – one (1) hour of rest or pay for one (1) hour if rest is not permitted or allowed by supervision.
- b. A ten (10) minute coffee break for every four (4) hours of work.
- c. All hours over sixteen (16) continuous hours shall be paid double time with paid meals during snow plowing.
- d. All work prior to 6:30 a.m. starting time – premium salary, except as provided in Article IV, Section I a.

2. In the event a state of emergency is declared by the Governor, the Mayor, the Administrator or the Borough Office of Emergency Management, DPW employees who are called into work overtime shall be paid two times their regular rate of pay for such overtime work.

SECTION IV – COURT ADMINISTRATOR

The Court Administrator shall be paid a minimum of three (3) hours at time and one-half (1-1/2) pay when called into work outside of regularly scheduled hours.

SECTION V – MATRONS AND PUBLIC SAFETY TELECOMMUNICATORS

Matrons and public safety telecommunicators shall be paid a minimum of two (2) hours regular time pay when called into work outside of regularly scheduled hours and, in the case of public safety telecommunicators, if in addition to the regularly scheduled employee.

SECTION VI – HOLIDAYS DURING VACATION

Holidays falling during vacation shall be paid at straight time and an additional day shall be attached to the vacation schedule.

ARTICLE V

GREIVANCE PROCEDURE

PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department in the Chain of Command as outlined in Steps One through Four of the grievance procedure.

DEFINITION:

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to an interpretation or application or violation of any of the provisions of this Agreement.

STEPS TO GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety. It is understood that if the BOROUGH, through its Mayor and Council, or its supervisors, Borough Clerk, Administrative Aide or Administrator and/or its designees, by their actions or inactions, either individually or collectively, performs any official action or functions that violate the terms of this Agreement, then the sole method of redress shall be by way of this procedure, as outlined in this Article, this being the sole and exclusive method of resolution.

FAILURE TO RESPOND:

Failure to respond to any step in this procedure by the BOROUGH or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

Time limits may be extended to the parties by mutual written agreement and all days refer to calendar days.

If the BOROUGH, by resolution of the Mayor and Council, believes that the ASSOCIATION or its members or representatives has violated the terms of the Agreement, then the BOROUGH may file, in writing, a grievance on its behalf with the Executive Board of the PLBEA, which shall conduct a conference with the representatives of the BOROUGH, as designated by resolution of the Mayor and Council, within ten (10) days of the BOROUGH filing the grievance.

In the event the grievance is not resolved at the conference with the Executive Board of the PLBEA, then within ten (10) calendar days after the conference, the matter may be referred to the Public Employment Relations Commission, pursuant to the rules of PERC. The remaining provisions of Step Four of the Grievance Procedure shall apply. In the event the BOROUGH exercises its right to proceed to arbitration under this paragraph and the decision is rendered unfavorable to the BOROUGH, the BOROUGH will pay all arbitration costs and related costs of the ASSOCIATION's defenses of the arbitration, but not legal costs of the ASSOCIATION.

STEP ONE:

(a) An aggrieved employee or the PLBEA on behalf of the aggrieved employee or employees or the BOROUGH shall institute action under the provisions hereof, within ten (10) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within ten (10) calendar days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached between the employee or the PLBEA and their immediate supervisor, the employee may, in writing and signed, file their grievance with the next immediate supervisor (Dispatchers and Parking Violations Officer with the Chief of Police) (Office workers with the Mayor and Council or their designated representative) (Public Works employees with the Superintendent of Public Works) within ten (10) calendar days after receipt of the grievance response.

(b) The supervisor shall render a written decision within ten (10) calendar days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved at Step Two, then within ten (10) calendar days following the determination, the matter may be referred to the Mayor and Council or their designated representative, who shall review the matter and make written determination within ten (10) calendar days from receipt of the grievance.

(b) In the event the grievance has not been resolved at Step Three, Part (a), then within ten (10) calendar days following the determination, the matter may be referred to the Mayor and Council, who shall review the matter and make written determination within fifteen (15) calendar days from receipt of the grievance.

STEP FOUR:

(a) In the event the grievance has not been resolved at Step Three, then within ten (10) calendar days, the matter may be referred to arbitration by the parties for resolution and disposition, and will be referred to the Public Employees Relations Commission pursuant to the rules of PERC.

(b) The arbitrator shall have no power to modify, alter or amend the provisions of this contract; shall be bound and limited by the submission presented to the arbitrator by the parties; shall set forth their findings of fact and conclusion of law; and, shall be bound by the provisions of State and Federal Laws.

(c) The costs of the arbitrator shall be shared equally by the parties.

(d) The arbitrator's decision shall be in writing.

(e) The arbitrator's decision shall be final and binding.

(f) Only the PLBEA and/or the BOROUGH shall have the right to submit a matter to arbitration.

MISCELLANEOUS:

The following items are specifically not subject matters for a grievance:

A. Failure or refusal of the BOROUGH to review the contract of a probationary or part-time departmental employee or matters in which the BOROUGH is without authority to act upon.

B. Where the grieved employee utilizes the Civil Service Act, the Courts or any other method of review.

C. Disputes or differences regarding classifications of positions, promotions of employees, pension and elimination of positions where such disputes and grievances are regulated by Civil Service Law, Rules and Regulations or by any other State Statute.

ARTICLE VI

DISCHARGES AND DISCIPLINE

SECTION I – CONFERENCE PRIOR TO DISCHARGE OR DISCIPLINE

The BOROUGH shall not discharge, discipline or suspend any employee without just cause. Before any employee shall be discharged, disciplined or suspended, there shall be a conference held between the ASSOCIATION's representative and a duly authorized representative of the BOROUGH.

SECTION II – NOTICE REQUIREMENT

A grievance by any employee claiming that he or she has been unjustly disciplined or discharged must be submitted to the BOROUGH in writing within ten (10) days of such discipline, suspension or discharge; otherwise, the same will be considered and agreed to have been made for just cause.

SECTION III – WARNINGS

All warnings to an employee shall be given in writing and a copy of any such warning shall be given to the ASSOCIATION's representative. If no grievance is made in writing to the BOROUGH to dispute such warning within ten (10) days of any such warning, it will be considered and agreed that the warning was justified.

ARTICLE VII

STRIKE AND LOCKOUTS

During the term of this Agreement, the ASSOCIATION guarantees and assures the BOROUGH, on behalf of itself and each of its represented employees, that there will be no authorized strike, walkout, job action or interference with the regular functioning of the BOROUGH.

ARTICLE VIII

DEATH IN FAMILY LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only husband, wife, child, parents, grandparents, sister, brother or in-laws (mother, father, brother and sister) and civil union partners of the employee.

C. Reasonable verification of the event may be required by the BOROUGH.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

F. Leave granted and taken under this Article shall be in full or half (1/2) day increments only.

ARTICLE IX

HOLIDAYS / PERSONAL DAYS

SECTION I – HOLIDAYS

A. Paid holidays shall be:

- New Year's Day;
- Martin Luther King, Jr.'s Birthday; (Celebrated on the third Monday in January);
- Lincoln's Birthday shall be celebrated on "President's Day" (Celebrated on the third Monday in February);
- Good Friday;
- Easter Sunday (Police Dispatchers Only);
- Memorial Day;
- Independence Day;
- Labor Day;
- General Election Day;
- Veteran's Day;
- Columbus Day (Dispatchers Only);
- Thanksgiving Day and the Friday after Thanksgiving;
- One-Half (1/2) Day Christmas Eve (Municipal Office & D.P.W. Only);
- Christmas Day;
- One-Half (1/2) Day New Year's Eve (Municipal Office & D.P.W. Only);
- "Old" Floating Holiday (Police Dispatchers Only)
 - "New" Floating Holiday – to be scheduled each year in exchange for "Washington's Birthday", beginning in the year 2004 following discussion between management and the leadership of the PLBEA Floating Holiday not implemented in year 2003 because of the delay in arriving at a negotiated agreement and because "Washington's Birthday" had already been celebrated in its place.
 - D.P.W. has agreed to surrender their "Columbus Day" Holiday in exchange for the day after Thanksgiving, beginning with the year 2003.

B. If a paid holiday falls on Saturday, the preceding Friday shall be considered a holiday. If the holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees in the Municipal Office, the D.P.W. and the Police Dispatchers shall receive their birthday as a paid holiday. This benefit shall terminate effective January 1, 2015 for all employees.

SECTION II – PERSONAL DAYS

Each employee shall receive, in addition to holidays set forth herein, three (3) personal days which shall be determined by the employee and approved in advance by their supervisor.

SECTION III – PROCEDURES FOR PERSONAL DAY USAGE

A. Personal days may be used for any purpose that the employee chooses. Personal days must be scheduled in advance and approved by the appropriate department head or designee of the employee requesting same, except in cases of emergency, which decision shall be in the sole discretion of the department head or designee, but not unreasonably withheld. Except in emergency situations as set forth above, personal days must be scheduled at least seventy-two (72) hours in advance and may not be taken without the written approval of the appropriate department head or designee, which approval shall not be unreasonably withheld.

B. If an employee is notified of an emergency situation, the determination of which is in the sole discretion of the employee's department head or designee who shall not unreasonably deny same, while on the job and the employee desires to use a personal day to handle the emergent matter, the employee must notify the appropriate department head or designee and may take a personal day upon receiving permission. The employee must either sign or punch out as required by their position.

C. The provisions set forth in Article XIII, C6 and C7 shall apply to this Article.

D. Personal days shall be used in full or half (1/2) day increments only. Under emergency situations, at the discretion of the employee's supervisor, an employee may be permitted to use emergency leave on a time for time basis which shall be made up within ten (10) days.

ARTICLE X

ANNUAL VACATION

Each employee shall be entitled to one (1) working day vacation for each month up to and including December 31st next following such date of appointment, twelve (12) working days for each succeeding year up to and including five (5) years of service; fifteen (15) working days in each succeeding year up to and including ten (10) years; eighteen (18) working days in each succeeding year up to and including fifteen (15) years of service; twenty (20) days in each succeeding year up to and including twenty (20) years of service. In addition, there shall be paid one (1) day for each year of service in excess of twenty (20) years of service to a maximum of twenty-five (25) days.

For all employees hired after the date of execution of this agreement, such employees shall receive vacation time as follows. Each employee shall be entitled to one (1) working day vacation for each month up to and including December 31st next following such date of appointment, twelve (12) working days for each succeeding year up to and including five (5) years of service; fifteen (15) working days in each succeeding year up to and including ten (10) years of service; twenty (20) days in each succeeding year up to and including twenty five (25) years of service; twenty-five (25) days in each succeeding year after 25 years of service.

When, in any year, the annual vacation leave or any part thereof is not granted and taken by reason of pressures of work, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual employee, and shall be granted and may be taken during the next succeeding year only. When the employee's vacation entitlement based upon continuous service changes during the calendar year, the additional annual entitlement shall be granted at the beginning of the calendar year in which the change takes place.

Before any employee shall take vacation, the employee shall receive prior written approval from their department supervisor, if they are in a department that has a supervisor, or, if they are the supervisor of the department, or there is no supervisor of the department, they then must receive prior written approval from the Mayor or Administrative Aide or Borough Administrator or designee of the Mayor and Council. All requests for vacation must be directed to the supervisor or Mayor or Administrative Aide or Borough Administrator or the Borough's designee, as designated above prior to the time request for vacation. Such requests shall not be unreasonably denied. Failure to obtain said approval and the subsequent taking of a vacation will result in disciplinary action. The written approval or denial of the vacation request shall be given to the employee within five (5) days of receipt of the request by the supervisor or Mayor or Administrative Aide or Borough Administrator or Borough's designee.

Vacation days shall be used in full or half (1/2) day increments only.

ARTICLE XI

TERMINAL LEAVE

Upon application for retirement and if qualified therefore, each full-time employee shall receive fifteen (15) working days Terminal Leave after fifteen (15) years of employment with full wages and benefits, thirty (30) working days Terminal Leave after twenty (20) years of employment with full wages and benefits, and sixty (60) working days Terminal Leave after twenty-five (25) years of employment with full wages and benefits. Terminal Leave shall commence so that the effective date of a full-time employees retirement shall coincide and be the same day as the last day of Terminal Leave, and the employee shall not be required to report for or perform any duties during such period of Terminal Leave. All employees hired on or after January 1, 1994 shall not be entitled to the benefits of this Article. Current employees shall continue to receive the benefits of this Article.

ARTICLE XII

JOB CONDITIONS

SECTION I – TRANSFERS

Transfers within departments will be at the discretion of supervision, subject to bidding procedures, departmental policy and Civil Service Rules and Regulations.

SECTION II – CLOTHING ALLOWANCE

DPW

The DPW clothing provision shall be as follows.

DPW employees shall be required to wear the following uniform at all times while on duty.

- A. steel toed safety work shoes
- B. short sleeve shirts during summer hours as determined by the Borough
- C. long sleeve sweatshirts during winter hours as determined by the Borough
- D. long pants or short pants as determined by the Borough
- E. work gloves
- F. safety glasses
- G. safety vests
- H. rain gear & rain boots when appropriate

The employee shall be responsible to provide and maintain all clothing and equipment set forth herein beginning January 1, 2015. The employee shall receive a clothing allowance for each year of the contract beginning on January 1, 2015, payable not later than March 1 of each year of the contract, in the amount of \$599.00.

Safety equipment such as gloves, respirators and such other items as determined by the Borough, including but not limited to work boots, shall be provided at the sole cost of the Borough.

PUBLIC SAFETY TELECOMMUNICATORS

The Borough shall provide an annual clothing allowance of \$599.00. Funds so provided are to be used only for the acquisition and maintenance of uniforms. The uniform shall be determined by the Borough Administrator and Chief of Police.

Any employees required to be in uniform by the Borough shall be subject to appropriate discipline in such cases where the required uniform is not worn.

SECTION III – JOB DESCRIPTION

A job description for every employee shall be prepared by the head of each department and shall be approved by the BOROUGH COUNCIL.

SECTION IV – REPLACEMENT AND REASSIGNMENT

No employee shall be replaced on his or her job for more than four (4) hours at one time provided an employee in the proper classification is available. Nothing is to prevent supervision from placing an employee on the job for any length of time where there is no work in his or her classification in the Department of Public Works.

SECTION V – ADDITIONAL ITEMS

No substantial changes in working conditions or assignments shall be made without notification to employees affected and the ASSOCIATION. Nothing in this Article shall be construed to grant any further rights to the employee or ASSOCIATION other than notice.

SECTION VI – DPW WARM WEATHER CLOTHING

In certain warm weather conditions, in the sole discretion of the Borough, DPW employees shall be permitted to wear short pants.

ARTICLE XIII

SICK LEAVE

A. Employees will be granted sick leave in accordance with the Rules and Regulations issued pursuant to the Civil Service Act. In addition, all full-time employees, upon retirement, death or voluntary separation from the employ of the BOROUGH shall receive one (1) day of terminal leave for each two (2) days of sick leave accumulated since 1969, subject to such limitations as established by the laws of the State of New Jersey as same may exist at the time this agreement is executed or as same may be amended during the term of this agreement.

B. Sick days are not to be used for personal purposes or for personal business.

C. The parties to this Agreement do hereby agree to the following policy/procedures for sick leave usage:

1. Regular and punctual attendance of employees is essential for the efficient operation of the business of the BOROUGH. For purposes of this policy, sick days are hereby defined as days for personal illness or injury of the employee, exposure to contagious disease (subject to doctor-written confirmation), care of, for a reasonable period of time, a seriously ill member of the employee's family member (parents, spouse, civil union partner and children); and, in the case of a handicapped employee, for absences related to the acquisition or use of an aid for the handicapped employee when the aid is necessary to function on the job.

2. Unsatisfactory attendance will include abuse of sick leave; excessive absenteeism; absences that precede or follow regularly scheduled days off or holidays; and excessive tardiness as defined below. An abuse of sick leave shall occur when an employee takes sick leave without medical proof, when required. If the BOROUGH requires medical certification of illness, it shall pay the cost of the employee's medical examination. In such circumstances, however, the

BOROUGH reserves the right to require that the employee be examined by the BOROUGH's physician. Abuse of the attendance policy may be cause for disciplinary action.

3. Excessive tardiness shall be defined as any permanent, full-time employee or permanent part-time employee who is late more than ten (10) minutes from the starting time on at least three (3) or more occasions in any one calendar year without authorization from the DPW department head or designee, or justification acceptable to the Borough by the employee as to why he was tardy. Such tardiness will be subject to progressive disciplinary action according to the following schedule:

- 4 times in any one calendar year: documented oral warning
- 5 times in any one calendar year: one-day suspension
- 6 times in any one calendar year: three-day suspension
- 7 times in any one calendar year: five-day suspension
- 8 times in any one calendar year: termination of employment

4. When taking a sick day, DPW employees must notify the DPW department head or designee, and all other employees, their department head or designee, prior to starting time, if they are going to be absent on a particular day. If there is no supervisor available at the DPW garage or in the employee's department, the employee must notify the public safety telecommunicator. Furthermore, if an employee takes a sick day before or one (1) day after an approved vacation or scheduled holiday as designated in this Agreement, the BOROUGH may, at its own expense, request, in writing, a doctor's note (whether from the BOROUGH physician or the employee's physician) be provided by the employee within ten (10) calendar days of the request substantiating the employee's absence from work due to illness. Failure to produce a doctor's note within the time period set forth herein will result in denial of sick pay for the day in question.

5. If an employee encounters a situation which requires the taking of a sick day, as defined in this Article while on the job, the employee must notify the DPW department head or designee, or, for employees other than the DPW employees, the Administrator or his designee, of the intent to take a sick day and the reasons. The appropriate department head or designee will arrange for transportation of the employee back to the employee's reporting station, if necessary, to either sign out or punch the time clock. The employee may then take the sick day.

6. Any permanent full-time employee or permanent part-time employee who is absent from duty for one (1) work day without authorized leave may be docked pay for the day he or she was absent without leave. On the second offense, the employee may be subject to suspension from work and suspension of pay for up to three (3) days. For a third such offense, the employee may be subject to suspension from work and suspension of pay for up to five (5) days. For a fourth or subsequent offense, the employee may be subject to suspension from work and suspension of pay for more than five (5) days in length and/or termination, subject to the applicable circumstances.

7. None of the policies set forth herein preclude the affected employee and/or the POMPTON LAKES BOROUGH EMPLOYEES ASSOCIATION from exercising their rights to grieve, dispute, litigate and/or appeal, through the collective bargaining agreement or other available legal means, the effect of BOROUGH decisions based on these policies. Furthermore, the policies set forth herein do not abrogate the BOROUGH's responsibility to follow the dictates, rules and/or regulations of the New Jersey State Department of Personnel as to discipline of employees based upon these policies.

8. Sick days may be taken in full or half (1/2) day increments only. In emergency situations, at the discretion of the employee's supervisor, an employee may be permitted to use emergency leave on a time for time basis, which shall be made up within ten (10) days.

ARTICLE XIV

MANAGEMENT RIGHTS

A. The BOROUGH OF POMPTON LAKES hereby retains and reserved unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the BOROUGH.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the BOROUGH.

5. Nothing contained herein shall prohibit the BOROUGH from contracting out any work.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The BOROUGH reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the BOROUGH, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the BOROUGH of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national, state or local ordinances or override Civil Service.

D. The parties recognize that the exercise of managerial rights is a responsibility of the BOROUGH on behalf of the taxpayers and that the BOROUGH cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial executives of supervisory personnel.

ARTICLE XV

LONGEVITY

Three (3) years of continuous service.....	1% of base
pay	
Four (4) years of continuous service.....	2% of base
pay	
Seven (7) years of continuous service.....	3% of base
pay	
Eight (8) years of continuous service.....	4% of base
pay	
Eleven (11) years of continuous service.....	5% of base
pay	
Twelve (12) years of continuous service.....	6% of base
pay	
Fifteen (15) years of continuous service.....	7% of base
pay	
Sixteen (16) years of continuous service.....	8% of base
pay	
Nineteen (19) years of continuous service.....	9% of base
pay	
Twenty (20) years of continuous service.....	10% of base
pay	

All employees hired on or after January 1, 1994 shall not be entitled to the benefits of this Article. Current employees shall continue to receive the benefits of this Article.

ARTICLE XVI

MEDICAL, DISABILITY, DENTAL AND LIFE INSURANCE

A. Active eligible employees shall receive medical benefits provided by the State of New Jersey Health Benefits Plan as may from time to time be offered, or a plan offered by the State of New Jersey or such other medical insurance provider. The Borough retains the right to change insurance carriers so long as benefits are provided comparable to the plans offered in this agreement.

B. The Borough shall pay the full cost of coverage provided to any employee who chooses such plan as set forth above which, at the time this Agreement is executed, is known as NJ Direct 15. Any employee who chooses a plan which is richer in benefits than NJ Direct 15 shall pay the difference in premium over and above the premium for NJ Direct 15 by way of payroll deductions evenly divided among all pay periods for the year of enrollment.

1. In the event an employee chooses any plan which results in the assessment of a tax or penalty by the United States Government pursuant to the Patient Protection and Affordable Care Act or any other federal law or regulation, the amount of the tax or penalty shall be the responsibility of the employee and such tax or penalty shall be deducted from the employee payroll as set forth in B above.

C. In addition to any contribution to health insurance premiums set forth in this agreement for coverage above NJ Direct 15 coverage, each employee shall be required to pay such contributions to health care premiums as are periodically established by the laws of the State of New Jersey and in accordance with such laws in effect as of the date of this agreement or as same may be amended during the term of this agreement.

D. Upon retirement from the Borough, after twenty-five (25) years of service in the Public Employee Retirement System and fifteen (15) years of service with the Borough of Pompton Lakes, each employee shall receive those medical insurance benefits that they were receiving at the time of retirement from Pompton Lakes.

Notwithstanding any other language of this provision to the contrary, at such time as any employee or retiree becomes eligible for Medicare coverage, said employee or retiree shall apply to enroll in Medicare Part A and Part B at which time the Borough shall be required to pay a premium equal to a base Medicare supplemental plan, and the Borough health insurance shall be secondary to Medicare coverage. Failure to apply when eligible shall cause

the termination of any obligation of the Borough to pay health insurance premiums on behalf of the employee or retiree.

E. Employees covered by this contract shall be provided with a disability compensation program. The type of program and level of coverage shall be as is presently defined in what is commonly known as the State of New Jersey Temporary Disability program. A copy of the present form of program is annexed as Schedule B. The public employer and the individual employee shall each pay one-half (1/2) of the cost of this plan.

F. The Borough agrees to provide an opt out provision for employees covered by bona fide health plans from their spouse or other source as provided by statute and agrees to refund such percentage of the premium of the base plan being offered by the insurer as permitted by the laws of the State of New Jersey as same exist at the time this agreement is executed or as same may be amended during the term of this agreement, for which the employee is eligible, to the opting out employee, payable in equal installments by pay period during the course of the plan year, and as long as the employee is covered by such optional insurance chosen by the employee. The employee shall provide proof of such other coverage in a manner satisfactory to the Borough at any time requested but at least on the date of open enrollment each year.

G. The Borough shall provide and pay the annual premium for a Life Insurance Policy in the amount of \$15,000.00 for each employee covered by this agreement and for each retiree receiving benefits under this Article.

H. The Borough shall make available a dental insurance plan. The entire premium for such plan shall be the responsibility of the employee and shall be made by payroll deduction.

ARTICLE XVII

SALARIES

A. All full time, except as may be set forth otherwise, members of the ASSOCIATION employed as of the effective date of this contract shall receive annual increases as follows, which increases shall be prorated for any partial year in which an employee became employed:

2013 – 1.75%

2014 – 1.90%

2015 – 1.90%

It is further agreed that the increase set forth above shall be accumulated in each year based on the total salaries of the Association on January 1 of each year and the total aggregate increase shall be equally divided among all members of the Association covered by the Agreement on January 1 of each year of the Agreement, it being the intention that all employees covered by this Agreement of the first day of each covered year shall receive an increase equal to all other employees of the Association so covered.

A list of the applicable titles and starting salaries is set forth in Schedule A.

B. Part-time public safety telecommunicator, regardless of date hired, shall receive the following hourly rates:

<u>2013</u>	<u>2014</u>	<u>2015</u>
\$22.00	\$22.00	\$22.00

C. Part time matrons shall receive the following hourly rates:

<u>2013</u>	<u>2014</u>	<u>2015</u>
\$22.00	\$22.00	\$22.00

D. Any employee who is promoted by the BOROUGH to a position higher than that in which they were previously working/assigned, either on a provisional or permanent basis, shall receive a new salary which shall be the greater of either the starting salary of the new position or the current salary of the employee plus \$1,500.00, during any calendar year in which the promotion is made. A promotion shall not affect any annual increase to which the employee may be entitled. The differential shall be paid to the individual so long as they are in the promotional position, whether on a provisional or permanent basis. The promotional differential increase shall become effective on the date of promotion. The promotional differential shall be *forfeited on the date of title change in the event a provisional employee no longer holds the higher title.*

ARTICLE XVIII

OVERTIME

The BOROUGH agrees to enforce exclusively 29 U.S.C. 207 et. seq. concerning overtime payments to bargaining unit members.

The BOROUGH will endeavor to distribute separate checks for overtime on a bi-weekly basis, as soon as this Agreement is executed by both parties. This provision shall be adopted only as allowed by law.

ARTICLE XIX

DISABILITY COMPENSATION

EFFECTIVE January 1, 1993, employees covered by this Agreement shall be provided with a Disability Compensation program. The type of program and level of coverage shall be as presently defined in the New Jersey State Temporary Disability Insurance Program. The BOROUGH and each individual employee covered by this Contract shall each pay one-half of the cost of the plan for that employee upon its implementation and throughout the term of coverage. The individual employee's share shall be paid through a payroll deduction or by direct billing by the BOROUGH.

ARTICLE XX

DISCRIMINATION AND COERCION

A. The employer and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The employer and the ASSOCIATION agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to from, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the employer or the ASSOCIATION against any employee because of the employee's membership or non-membership or activity or non-activity in the ASSOCIATION.

ARTICLE XXI

UNION ACTIVITY

A. The ASSOCIATION president or designee shall be permitted to conduct union business during his work time and/or during the work time of the affected employee so long as it does not interfere with the normal operations of the BOROUGH.

B. When conducting meetings concerning union business during employee's working hours, the ASSOCIATION shall follow these conditions:

(1) The ASSOCIATION shall first obtain permission from the BOROUGH Administrator, Administrative Aide or designee of the Mayor and Council, Chief of Police or other appropriate BOROUGH designee for the employee to meet with the ASSOCIATION president or designee so as to ensure adequate operational coverage. Such permission shall not be unreasonably withheld.

(2) Such meetings for the conducting of union business during work time will be conducted out of view of the public. The BOROUGH will provide space out of the public's view for such meetings.

(3) The ASSOCIATION shall limit such meetings to fifteen (15) minute duration, excluding such meetings as are held during the employee's break time or lunchtime, except those meetings which are held in exigent circumstances.

(4) The ASSOCIATION president or designee shall generally meet with only one (1) employee at a time when conducting meetings concerning union business during work hours (as set forth in paragraph (3) above), but where two (2) or more employees were involved in the same incident or set of events, rather than conducting multiple meetings with each involved employee, the ASSOCIATION will give notice to the BOROUGH and seek permission, which shall not be unreasonably withheld, to conduct one (1) fifteen (15) minute meeting with all employees involved in the event.

(5) Any employee involved in a union meeting conducted during their work time shall make up the work time spent in the meeting within three (3) calendar days of the meeting.

C. These provisions concerning meetings for union business which are conducted during employees' work time shall not apply to meetings conducted before or after the employees' work time, during employees' breaks or lunch hours, or while the involved employees are off for any reason. The ASSOCIATION president (or designee) shall not be prohibited at any time from any of the BOROUGH's buildings where ASSOCIATION members are located.

D. Either party may refer to an alleged violation to the grievance procedure set forth in this Agreement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator, Administrative Aide or designee of the Mayor and Council, and/or Chief of Police, and may be reviewed by the Mayor and/or Governing Body. There shall be only one (1) official personnel file for each of the members of the ASSOCIATION. All official documents shall be placed in that file only.

B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file only. However, this appointment for review must be made through the Chief of Police, Borough Administrator, Administrative Aide or his designated representative and the Chief of Police, Borough Administrator and/or designee shall be present during such review.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. Copies of a written complaint against any employee covered by this Agreement shall also be given to an officer of the ASSOCIATION.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom unless the Chief of Police or Borough Administrator in his sole discretion decides to remove a past disciplinary action. Removal of any material from the personnel file by any member of the bargaining unit shall subject that employee to appropriate disciplinary action.

E. Only disciplinary citations arising out of Paragraph D shall be subject to the grievance procedure.

F. Each employee shall be supplied with a written certification from the BOROUGH, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to each employee.

ARTICLE XXIV

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

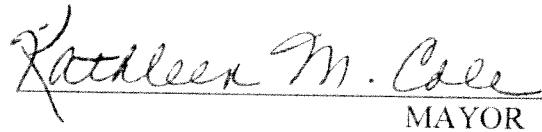
DURATION

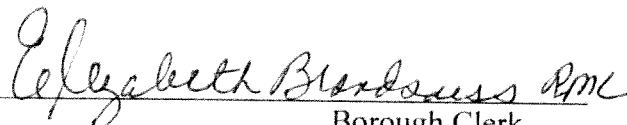
This Agreement shall be in full force and effect as of January 1, 2013 and shall remain in effect to and including December 31, 2015, without any reopening date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Pompton Lakes, New Jersey this _____ day of _____, 2014.

ATTEST:

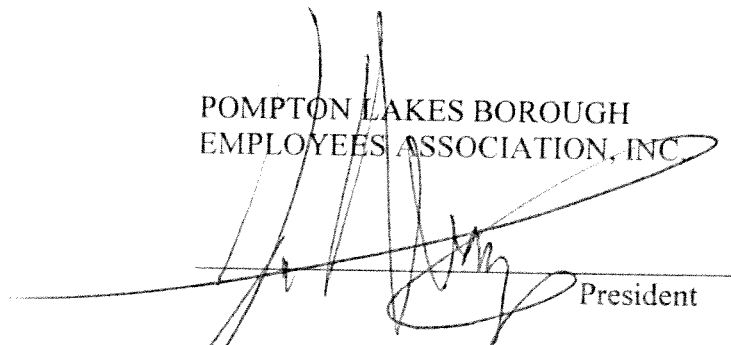
BOROUGH OF POMPTON LAKES


MAYOR

By: 
Borough Clerk

ATTEST:

POMPTON LAKES BOROUGH
EMPLOYEES ASSOCIATION, INC


President

By: 
Vice-President

SCHEDULE A

STARTING SALARIES

	FULL TIME
LABORER 1	\$23,500
LABORER 2	\$25,000
LABORER 3	\$26,500
TRUCK DRIVER*	\$25,000
TRUCK DRIVER HEAVY*	\$26,500
TRUCK DRIVER WELDER*	\$27,000
MECHANICS HELPER*	\$27,500
MECHANIC*	\$40,000
RECORDS SUPPORT TECHNITION 1	\$25,000
RECORDS SUPPORT TECHNITION 2	\$26,500
RECORDS SUPPORT TECHNITION 3	\$28,000
RECORDS SUPPORT TECHNITION 4	\$29,500
PUBLIC SAFETY TELECOMMUNICATOR (FT)	\$28,250
SENIOR PUBLIC SAFETY TELECOMMUNICATOR (FT)	\$32,000
KEYBOARDING CLERK 1	\$23,500
KEYBOARDING CLERK 2	\$25,000
KEYBOARDING CLERK 3	\$26,500
KEYBOARDING CLERK 4	\$28,000
DEPUTY COURT ADMINISTRATOR	\$25,000
COURT ADMINISTRATOR	\$39,500
VIOLATIONS CLERK	\$23,500
PARKING VIOLATIONS OFFICER	\$23,500

*REQUIRES CDL

NEW STARTING SALARIES EFFECTIVE DATE OF FULL EXECUTION

THOSE EMPLOYEES SERVING IN THE TITLE OF TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL (TACO) SHALL RECEIVE A STIPEND OF \$1,500.

ANY EMPLOYEE WHO DOES NOT RECEIVE LONGEVITY UNDER THE TERMS OF THIS AGREEMENT SHALL RECEIVE A ONE TIME ADJUSTMENT OF \$500 INCREASING BASE PAY WHICH SHALL BE EFFECTIVE 1/1/14

PUBLIC SAFETY TELECOMMUNICATORS PERMANENTLY SCHEDULED TO THE MIDNIGHT SHIFT SHALL RECEIVE A YEARLY STIPEND OF \$2,000 (WHICH MAY BE PRORATED) WHILE SO SCHEDULED

DPW EMPLOYEES HOLDING CDL LICENSES AND WORKING AS TRUCK DRIVER OR ABOVE SHALL RECEIVE A YEARLY STIPEND OF \$5000 DURING SUCH TIME AS THEY ARE ACTIVELY SO LICENSED AND WHICH SHALL BE PRORATED DURING SUCH DRIVING PERIODS. IN SUCH CASES AS A DPW LABORER IS DIRECTED TO WORK AS A TRUCK DRIVER UTILIZING THEIR CDL LICENSE, THE EMPLOYEE SHALL BE PAID THE CONTRACT STIPEND PRORATED (\$5,000.00) FOR ANY GIVEN DAY REGARDLESS OF THE ACTUAL NUMBER OF HOURS THE EMPLOYEE IS REQUIRED TO DRIVE DURING THE DAY IN QUESTION. THE ASSOCIATION WITHDRAWS WITH PREJUDICE ITS GRIEVANCE REGARDING CDL LICENSE AND TRUCK DRIVING PAY.

ANY LABORER HOLDING A WELDERS LICENSE AND BEING UTILIZED BY THE BOROUGH AS A WELDER SHALL RECEIVE A \$500 YEARLY STIPEND.

ANY LABORER WHO OBTAINS A CDL DRIVER LICENSE AND WHO IS PROMOTED TO TRUCK DRIVER SHALL RECEIVE A NEW SALARY WHICH SHALL BE THE GREATER OF EITHER THE STARTING SALARY OF THE TRUCK DRIVER POSITION, INCLUDING THE CDL STIPEND, OR THE CURRENT SALARY OF THE EMPLOYEE PLUS \$1,000.00, PRORATED TO THE DATE OF PROMOTION.

PERC

RESOLUTION #14-176

**RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH
THE BOROUGH OF POMPTON LAKES EMPLOYEE ASSOCIATION FOR THE
TERM JANUARY 1, 2013 THROUGH DECEMBER 31, 2015 AND AUTHORIZING THE
MAYOR AND CLERK TO EXECUTE THE AGREEMENT**


WHEREAS, the Borough Employee Association of Pompton Lakes and the Borough of Pompton Lakes have reached an agreement on the terms of a new collective bargaining agreement covering the term January 1, 2013 through December 31, 2015; and

WHEREAS, the membership of the PBA ratified the agreement on August 7, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Pompton Lakes, county of Passaic and State of New Jersey as follows:


1. The Borough of Pompton Lakes hereby ratifies the terms of the collective bargaining agreement by and between the parties as set forth above.
2. The Mayor and Clerk are authorized to execute the collective bargaining agreement once the agreement has been executed by the Association.
3. This Resolution shall take effect immediately upon adoption according to law.

Approved:


KATHLEEN M. COLE, MAYOR

Certification:

I hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their regular meeting held on Wednesday, August 13, 2014 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, New Jersey.


Elizabeth Brandsness, RMC
Borough Clerk

2014 AUG 25 P 3:35

PERC