

**Agreement Between
Borough of Glen Rock
And
United Public Service
Employees Union**

January 1, 2017 through December 31, 2019

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ARTICLE I

PREAMBLE

This AGREEMENT entered into on the 1st day of January 2017, by and between the BOROUGH OF GLEN ROCK, In the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and the United Public Service Employees Union (herein after called the "Union"), represents the complete and final understanding on all negotiated issues between the Borough and the Union.

ARTICLE II

RECOGNITION

- A. The Borough, pursuant to Public Employment Relations Commission, Docket No. RO200-029 recognizes the Union as the representative for the purpose of collective negotiations for all full-time blue collar employees employed by the Borough, but excluding all other employees, clerical employees, Police Officers, managerial executives, professionals, craftsmen, confidential employees and supervisory employees within the meaning of the Act, and all other employees of the Borough of Glen Rock.**

- B. Whatever titles are used in this Agreement; they shall be defined to include the plural as well as the singular and to include males and females.**

ARTICLE III

DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9C, as amended. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth day of each month of the succeeding month after deductions were made.
- B. If, during the life of this Agreement, there shall be any changes in the rate of membership dues, the Union shall furnish to the Borough Administrator written notice sixty (60) days prior to the effective date of said change, and shall furnish to the Borough Administrator new authorization from its membership showing the authorized deduction for each employee.
- C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Borough Administrator. The Union shall indemnify, defend and save the Borough harmless against all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.
- D. Agency Shop – In accordance with N.J.U. Statute which permits negotiated settlement for the withholding of union dues from non-union employees of the bargaining group, the Borough hereby agrees to withhold from non-union employees 85% of the current monthly dues being withheld for union members of the same bargaining group.
- E. The employees of the Borough acknowledge Chapter 78, P.L. 2011 for medical coverage contribution.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves 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.

- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such 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. 40 and 40A or any other National, State, County or Local Laws or Ordinances.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. 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.
2. Nothing herein shall be construed as limiting the right of any employees having a grievance to discuss the matter informally with any appropriate member of the department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement and of those policies, agreements, or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Article V: Grievance Procedure (continued):

Step One:

- (a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Public Works, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

- (b) The Director of the Department of Public Works shall render a decision within five (5) days after receipt of the grievance.

Step Two:

- (a) In the event a satisfactory settlement has not been reached and involves an alleged violation of this Agreement only, the employee or the Union shall, in writing and signed, file his grievance with the Borough Administrator within five (5) days following the determination at Step One.

- (b) The Borough Administrator shall render a decision in writing within (5) five days from the receipt of the grievance.

Step Three:

- (a) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Article V: Grievance Procedure (continued):

- (b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore.

- (c) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses including but not limited to the presentation of witnesses shall be paid by the party incurring same.

- (d) However, no arbitration hearing shall be held sooner than (30) thirty days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from Arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Borough elects to pursue Civil Service procedures in lieu of an Arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the Borough shall pay whatever costs may have been incurred in processing the case to arbitration.

D. Miscellaneous Provisions

1. Where the word "days" is used in this Article, it shall be construed as meaning working days.

2. If the Borough fails to answer a grievance within the prescribed time limits set forth herein, the Union may immediately process the grievance at the next step of the grievance procedure and if the grievance is not timely processed to the next step within the time limits, it shall be deemed abandoned.

3. Union stewards will be allowed the necessary time off to investigate and process grievances and attend meetings, including arbitration proceedings, without loss of pay.

ARTICLE VI

UNION BULLETIN BOARD

- A. The Borough will supply and maintain a bulletin board specifically marked for Union Notices, upon which the Union may post notices of Union meetings and activities which have been signed by the Shop Chairman of the Local Union. In no event, however, shall any material which is deemed by the Director of Public Works to be detrimental to the good order of the Department be posted on the bulletin board.

- B. Standby Criteria shall be posted on the Union bulletin board.

- C. The bulletin board shall be sufficiently lit.

ARTICLE VII

SAFETY

- A. The Borough agrees to provide a safe and healthy working environment for its employees in conformance with all local, state and federal safety laws.

- B. It is in the best interests of the Borough of Glen Rock and the Union to ensure that all work areas and operations are safe and that employees wear the safety gear that is provided. This includes, but is not limited to: safety vests when working in streets or other areas in conflict with traffic, eye and ear protection when operating leaf blowers, weed whackers or other potentially dangerous noisy equipment, hard hats, gloves and shields when operating chain saws, and gloves and proper footwear when cleaning equipment or picking up garbage or recycling.

If a foreman, supervisor or other authorized Borough official notices a crew working without proper safety equipment, the crew in question will be reminded to wear the safety gear required with the operation. If an employee fails to wear required safety equipment for the second time, then the disciplinary procedures mentioned in the contract may be used by management to compel the wearing of safety equipment in the future. The Borough will also supply hip waders, on an as needed basis, to Municipal Services employees only.

ARTICLE VIII

JURY DUTY PAY

- A. Employees called for jury duty shall be granted leave with pay less any compensation they may receive for attending said court proceedings.

ARTICLE IX

SENIORITY

- A. Seniority is defined as the length of continuous service with the Borough. An employee's continuous service shall be broken for the following reasons:**
- 1. Quitting voluntarily**
 - 2. Discharge for just cause**
 - 3. Retirement**
 - 4. Failure to return to work after being recalled from a layoff within one (1) week after being notified by certified mail to return to work, a copy of said letter being furnished to the Union**
 - 5. Failure to return to work after the expiration of a leave of absence; without good cause**
- B. An employee on sick leave status shall continue to maintain and accumulate seniority.**
- C. The Borough agrees to furnish the Union with current seniority list every six (6) months.**
- D. Temporary Assignment to Foreman – On occasion where crew Foreman is absent from the job (a vacation, sick leave, personal day, etc.) the next senior employee working on that crew will assume all the responsibilities and authority of the absent foreman. Temporary pay treatment will be at the current Foreman rate of pay and will continue for the duration of the temporary assignment. In the case of one Foreman replacing another in a crew assignment, the rate of pay will remain the same. This section (D) pertains only to the Municipal Services Division of the Department of the Department of Public Works.**
- E. There will be four (4) full time foremen in the Municipal Service Division.**

ARTICLE X

NO-STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. The instant Bargaining Unit Employees covenant and agree that they will not cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough.
- C. The UNION agrees that it will not authorize any strike during the life of this Agreement. It is understood and agreed, however, that any strike not expressly authorized or ratified in writing by the General President of the Union shall be deemed for all purposes an unauthorized strike for which there shall be no liability on the part of the Union, its Local Unions, or Joint Boards. The union will actively discourage any of its members or persons acting in their behalf or other employees from taking part in any strike, slowdown, walkout or job action with the normal operations of the Borough and will take whatever affirmative steps are necessary to prevent and terminate such illegal action. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union, its members, other persons acting on its behalf or other employees.

ARTICLE XI

BEREAVEMENT AND CONDOLENCE PAY

- A. The Borough agrees that an employee who suffers a death of his immediate family (including spouse, child, mother, father, brother or sister, grandchild, grandparent, mother-in-law, father-in-law) shall be granted (5) consecutive days off without loss of regular pay, including the day of funeral.
- B. An employee who suffers the loss of members of his extended family including spouse's relatives (brother, sister, grandparent), or any other relative of employee and spouse that has been living under the same roof of the employee, shall be granted three (3) consecutive off without loss of regular pay, including the day of funeral.
- C. The Borough also agrees to grant one (1) day off with pay to an employee in the case where there is a death of any aunt or uncle.

ARTICLE XII

WAGES AND RATE OF PAY

A. All Employees in the Municipal Services Department shall be paid on an hourly basis pursuant to the Appendix A.

B. In addition to their regular wages, every employee in the bargaining unit shall be paid longevity pay, reimbursed quarterly according to the following schedule:

After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%
After 20 years	10%
After 24 years	12%

Employees hired after January 1, 1977 shall not be qualified at any time for longevity payments.

C. In the event of temporary transfer to a lower paying classification, the employee shall suffer no loss in pay.

D. An employee assigned the duty of tree climbing shall be paid at the rate of \$39.25 per hour.

E. When an employee is approved for transfer between one division and another, the employee will be compensated at the rate of pay for that division. The probation period for this transfer will be 120 days, with a review at 60 days of satisfactory performance by the Director. It will be at the discretion of the Director to determine the permanency of such transfer at the end of the probation period.

Article XII: Wages and Rates of Pay (continued):

- F. Beginning 1-1-01 DPW personnel working on line painting will receive a ten (10%) shift differential when shift begins prior to regular working hours to a maximum of \$500 extra per man per year.

- G. Beginning 1-1-01 DPW personnel operating the street sweeper will receive a ten (10%) shift differential when shift begins at 4 a.m.

- H. Employees shall receive the following increase in salary for each given year of the Contract:
 - January 1, 2017: 2.0%
 - January 1, 2018: 2.0%
 - January 1, 2019: 2.0%

ARTICLE XIII

VACATIONS

A. The following vacation schedule shall be in effect:

<u>Years of Service</u>	<u>Work Day – Vacation Days</u>
1-5	10
6	11
7	12
8	13
9	14
10-14	15
15-18	20
19-20	21
21	22
22-23	23
24	24
25-26	25
27-28	26
29	27
30	28

B. Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to vacation leave.

Article XIII: Vacations (continued):

- D. An employee who becomes hospitalized during his vacation will not be charged vacation leave for his period of hospitalization provided he furnishes a doctor's excuse to the Borough.
- E. Any employee separated from service of the Borough for any reason prior to taking his vacation shall be compensated for the unused vacation leave accumulated up to the time of separation.
- F. The existing vacation program shall remain in effect until the program set forth in Section A becomes operative, and the vacation period shall run from January 1st to December 31st of each calendar year. An employee shall be entitled to advance to the next step of the vacation program upon the achievement of his anniversary date of employment.
- G. Employees who have not had the opportunity to use all vacation time in a given year may carry over no greater than 50% of their earned vacation time. Vacation carry-over shall be used between January 1st and February 28th of each year.
- H. Employees may submit their requests for vacation time off one year prior to their vacation. Seniority will control only for the vacation period of January 1st through April 1st of any given year. Thereafter, vacation time off will be granted on a first come-first served basis. Employees have the ability to change their vacation time with written notice to the Director at a minimum of 3 (three) working days prior to the scheduled vacation. Up to 2 (two) employees in each division may be allowed to take vacation at the same time from January 1st to May 31st and from September 1st to December 31st. From June 1st to August 30th, up to 3 (three) employees in each division may be allowed to take their vacation at the same time.
- I. An employee who has bereavement during his/her vacation will not be charged vacation time for his/her bereavement period.

ARTICLE XIV

CALL TIME

- A. A minimum of two (2) hours of pay, at the rate of one and one-half (1.5) times the regular rate of pay shall be paid to each employee who is called for emergency work, including snow removal, at other than his regular shift. This shall be paid in addition to any standby pay.
- B. The standby crew shall consist of two (2) employees.
- C. The Director will determine the need for certain personnel to be assigned a cell phone. The cell phone will be in use by the employee during regular tour of duty as well as emergency duty and standby assignments for work-related business, only.
- D. Employees within the municipal services division will be scheduled for standby duty on a rotating basis, two (2) person crews. For such duty, the employees will be compensated a week rate equal to eight (8) hours their regular pay rate to be on standby, in addition to pay stated in "A". If called in to work, employees will receive overtime pay from the time they are called in and recorded, provided the employee reports no later than one (1) hour from notification. In the event the employee reports late than one (1) hour from notification, they shall be paid from the time the time-card is punched in. Call-in time will be increased Saturday, from two and one-half (2 ½) hours, to three and one-half hours (3 ½). Sunday call-in time will be increased, from three and one-half (3 ½) hours, to four and one-half (4 ½) hours, with job assignments and responsibilities assigned by the Director on a weekly basis. In accordance with Article XXVII-B-16, One (1) hour for trash pickup in the Central Business District on Sunday will still be separately applied. No separate check will be processed for this payment. Such payment will be included in the regular payrolls set by the calendar.

Article XIV: Call Time (continued):

- E. The Borough agrees to provide portable radios for use in three (3) sanitation trucks.**

- F. An employee may switch standby assignment one week prior to assignment for the duration of the assignment. Notification will be made to the office administration in writing to ensure compensation to the proper employee. Payment of standby will be made in the following pay period after submitting appropriate documentation. Standby pay will be paid following the standby assignment, or the following pay period.**

ARTICLE XV

HOLIDAYS, PERSONAL DAYS AND BONUS DAYS

A. Effective immediately the following 12 (twelve) days are hereby designated as holidays:

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

B. If a designated holiday falls on a Sunday, it shall be observed on the following Monday, and if a designated holiday falls on a Saturday, said holiday shall be observed on the preceding Friday.

C. Commencing January 1, 2015, each employee will be entitled to three (3) personal days per year, non-accumulative. These days will be granted without specific reason under the following

Criteria:

1. No more than (2) two employees in the Division (Municipal Services or Solid Waste) have approval for the same day being requested. Mechanics shall be placed on a separate vacation list not to conflict with other members of Municipal Services requesting days off. Both mechanics shall not schedule the same vacation day(s).
2. No emergency condition exists (e.g. snow storm, major wind or ice damage, etc.) whereby all available employees are required to work their scheduled tours.
3. Where there are two (2) employees in the Division with prior approval for the same day off and a request is made by a 3rd employee for that specific day, Management will consider the nature of the request and grant or deny the request accordingly.

D. Bonus Personal Day – Each employee shall be entitled to an additional personal day per year, non-accumulative, provided by November 1st of that year, five (5) or less sick days have been used between January and October of that year. Should the employee earn the bonus by November 1st, and then exceed the maximum of five (5) days sick in November and December of that year, he shall lose a personal day the following year. The same guidelines in paragraph C will govern management in granting the employee the requested date for use of this day. The bonus day will be extended for use between November 1 and February 28th.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

- A. The Borough reserves the right to take disciplinary action for just cause. In the event of any disciplinary action taken against an employee, the Borough agrees to simultaneously furnish a copy of said discipline to the Local Shop Chairman.

- B. An employee may appeal a suspension or discharge beginning at Step Two of the Grievance Procedure.

- C. The Borough is free to evaluate members of the bargaining unit however, the evaluation shall not be the basis of discipline or discharge. Employees will have the right of response to any personnel evaluations conducted by management. Such response shall be placed in the employee's personnel folder.

- D. An employee who feels that his evaluation is inaccurate may choose to grieve his evaluation.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

A. Department of Municipal Services (Road Dept.):

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.
2. The work week shall normally commence on Monday morning at 7:00, (except Sweeper and Stripe Crews occasionally), and shall end at 3:30 p.m. on Friday from Labor Day, to Memorial Day and 6:30am – 3:00pm from Memorial Day to Labor Day.
3. It is agreed that all employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall punch in/punch out for lunch breaks. Employees shall have 15 minutes wash up time prior to the lunch break and at the end of each workday.
5. Overtime shall be equalized within the Department where practicable.
6. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for:
 - a. Any hours worked in excess of eight (8) hours in any one (1) work day.
 - b. Any hours worked in excess of forty (40) hours in any one (1) work week.
 - c. Any hours worked on Saturday.
7. For any hours worked on Sunday, employees shall be paid at two (2) times their hourly rate of pay.
8. There shall be no pyramiding of overtime pay.
9. Holidays worked will be paid double time in addition to a regular day's wages.

Article XVII: Hours of Work and Overtime (continued):

10. It shall be the policy of the Borough that Municipal Services Employees shall not be required to perform the duties of the Solid Waste Division & Recycling with only the following exceptions: On the day of curbside pick-up of plastic and paper products, up to five (5) Municipal Services Employees (volunteer) can be used to assist in this work. When performing this work, the Municipal Services employees will be considered to be on the incentive pay basis and will be released upon completion of their work and receive a full (8) eight hours day/pay compensation.

11. Employees shall have the option of taking compensatory time in lieu of Accrued Overtime pay. Such compensatory time must be used within a ninety (90) day period. In case of an emergency, the Director of Public Works shall extend the time within which comp time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee. Compensatory time is limited to no more than eight (8) comp days per employee per year. In the event of emergency situations where an employee is mandated to report for work, and the employee who is scheduled for a compensatory day off but is required to work, the compensatory day will be rescheduled.

B. Department of Solid Waste (Sanitation Dept.):

1. Employees shall work until they have completed their regular work.

2. The work week shall commence on Monday morning at 6:30 a.m. from Labor Day, to Memorial Day and 6:00am from Memorial Day, to Labor Day. The Incentive system shall be maintained.

3. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for:
 - a. Any hours worked in excess of eight (8) hours in any one (1) work day.
 - b. Any hours worked in excess of forty (40) hours in any one (1) work week.
 - c. Any hours worked on Saturday.

4. For any hours worked on Sunday, employees shall be paid two (2) times their hourly rate of pay.

5. For Solid Waste employees, whenever the term "hourly rate of pay" is utilized in this Agreement, it shall be construed to mean the regular per diem rate divided by eight (8).

6. Overtime shall be equalized within the Department where practicable.

Article XVII: Hours of Work and Overtime (continued):

7. There shall be no pyramiding of overtime pay.
8. Holidays worked will be paid double time in addition to a regular day's wages with the following exception:

Employees will be paid at time and one half in addition to a regular day's wages for work on the following holidays:

Martin Luther King's Birthday

Washington's Birthday

Good Friday

Memorial Day

Labor Day

Columbus Day

Veteran's Day

Beginning in 2007, the Day after Thanksgiving will be paid at

Double time.

The Borough commits to reviewing and scheduling the calendar, beginning with 2018, and will be especially mindful of garbage collection and the number of days of collection during the weeks of July 4th, Christmas, New Year's and when practical, during a holiday week for garbage, only.

9. Snow Days and similar types of Emergencies:
 - a) At the discretion of the Director and the Administrator, weather that poses a safety issue for the collection of sanitation will solicit authority from the Mayor to declare curbside garbage trash collection in lieu of rear-yard pickup.
 - b) In the event Solid Waste pickup is cancelled due to weather that poses a safety issue, drivers and loaders will be notified that regular sanitation collection has been cancelled and those employees shall be paid the regular days wages. Swingman position must report to work as scheduled.

Article XVII: Hours of Work and Overtime (continued):

10. When snow conditions require the Borough to hire additional labor for plowing or shoveling, (not for equipment rental) DPW will first ask sanitation employees to work before subcontractors are called in.
11. Start time Solid Waste Division will be 6:30 am Labor Day, to Memorial Day and 6:00 am Memorial Day, to Labor Day. Municipal Services Employees, respectively, will start at 7:00 am and 6:30 am.
12. One hour of overtime will be paid for special pickups in the Solid Waste Division.
13. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Such compensatory time must be used within ninety (90) days. In case of emergency, the Director of Public Works shall extend the time within which comp time can be taken. Compensatory time off shall not be granted during an emergency. In the case of emergency compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied.
14. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off (but) is required to work the compensatory day will be rescheduled.
15. Substitute Drivers

Any sanitation employee filling in for an absent sanitation driver will receive driver's pay for an eight (8) hour day. Such employee will receive driver's pay when acting as the driver on the truck until such time the driver returns from absence. The selection of 'fill-in driver' is based on seniority.
16. The scheduled standby crew will receive one additional hour on Sunday morning for garbage removal in the Central Business District.
17. There shall be a rotating overtime list established for this department.

Article XVII: Hours of Work and Overtime (continued):

18. The position of "Swingman" in this contract is hereby acknowledged and such distinction will be given to the two (2) employees last hired in the Sanitation Division (comprised of 11 employees in total: 3 drivers, 6 loaders and 2 swingmen).
19. As of January 1, 2018, the sanitation department employees will have the responsibility of picking up paper/ cardboard, Boroughwide.

C. Recycling Dept.:

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.
2. The work week shall normally commence on Monday morning at 7:00 am and end at 3:30 pm on Friday.
3. It is agreed that all full-time employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall have fifteen (15) minutes paid wash up time at the end of each work day.
5. Overtime shall be equalized within the Department where practicable.
6. Employees will be paid time and one half for all hours worked over 8 hours in one day or any hours worked in excess of forty (40) hours in one week.
7. If an employee has worked forty (40) or more hours during a week and is required to work on a Sunday of that same week he will be paid at double time.
8. There shall be no pyramiding of overtime pay.
9. Holidays worked will be paid double time in addition to a regular day's wages.
10. It shall be the policy of the Borough that Recycling employees shall not be required to perform duties of Solid Waste Division with only the following exception:
 - a) As of January 1, 2018, the recycling division employees will have the responsibility of picking up commingled bottles/ cans.
 - b) On the day of curbside pickup of cardboard and paper products, Recycling employees can be used to assist in this work but are not required to pick up rear yard household trash.

Article XVII: Hours of Work and Overtime (continued):

11. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Such compensatory time must be used within a ninety (90) day period. In case of emergency, the Director of Public Works shall extend the time within which compensatory time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency, the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee.
12. The Borough has the option of instituting summer hours per prior practice. One (1) week prior to the start of summer hours, the appropriate change will be posted on the Union Bulletin board.
13. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off is required to work the compensatory day will be rescheduled.
14. In the event of snow days or other similar types of emergency conditions the Recycling Division will receive the same consideration with regard to hours to be worked as the Municipal Services Division employees.

D. Vehicle Maintenance Dept. (Mechanics):

1. The mechanics will be allotted a five hundred dollar (\$500.00) per year tool allowance. A list of tools purchased on an annual basis will be kept and filed with the Director.
2. Mechanics shall be placed on a separate vacation list as not to conflict with other members of the DPW department requesting days off. Both mechanics shall not schedule the same vacation day(s).

ARTICLE XVIII

SICK LEAVE

- A. **Employees employed by the Borough as of 6/30/14 will be entitled to fifteen (15) sick days per year with a maximum accumulation of 120 days.**

- B. **Employees who begin their employment with the Borough on or after 7/1/14 will be capped at \$12,000 for payment for unused sick leave under this section.**

- C. **Reporting of Absence or Sick Leave:**
 - 1. **If an employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified each day within (30) minutes of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.**

 - 2. **Failure to so notify his supervisor may be cause of a denial of the use of sick leave for that absence and constitute cause for disciplinary action.**

- D. **Verification of Sick Leave:**
 - 1. **An employee who has been absent on sick leave for three (3) consecutive days will be required to submit acceptable medical evidence (signed doctor's note) substantiating the illness.**

 - 2. **If an employee has accumulated one hundred twenty (120) days of sick leave, he may be absent for four (4) consecutive days before being required to submit acceptable needed evidence (signed doctor's note) substantiating the illness.**

 - 3. **After twelve (12) sick day absences in a given calendar year, the employee is required to submit acceptable medical evidence (signed doctor's note) substantiating illness for any additional sick days for that calendar year. If a note is not submitted, the sick day will be unpaid.**

Article XVIII: Sick Leave (continued):

E. Sick Bank

Employees who were employed by the Borough on or before 6/30/14 will be permitted to accrue up to 240 sick days after 18 years of employment. Employees who begin employment with the Borough on or after 7/1/14 will not be entitled to accrue more than 120 days.

Sick days will only be deducted from these accumulated days in those instances where a member exceeds the allotted sick days in any given calendar year. However, no sick leave accumulated under this section is intended to increase compensation due upon retirement set forth in Section "B" of this Article.

- F. An employee may donate up to 5 days of vacation to a fellow Department worker who has depleted their sick time due to illness.

G. Sick Leave Incentives

1. If an employee takes zero (0) sick days in any calendar year, then the employee may agree to exchange such days for five (5) days' pay, payable the first payroll in the preceding year.
2. An employee who takes three (3) or less sick days in any calendar year, may agree to exchange such days for three (3) days' pay, payable the first payroll in the preceding year.
3. An employee who takes five (5) or less sick days in any calendar, may agree to exchange such days for two (2) days' pay, payable the first payroll in the preceding year.

ARTICLE XIX

LAYOFFS AND RECALL

- A. In the event the Borough deems a layoff to be necessary said layoffs will be made in the inverse order of seniority with the least senior employee of the Borough the first to be laid off.
- B. Recalls shall be made in the reverse order of Section A and in addition, no new employees may be hired by the Borough until all laid off employees have been recalled.
- C. There shall be no layoffs for economic reasons. This shall not preclude the employer from taking any appropriate disciplinary action.
- D. Any layoffs and/or subsequent recalls shall take place in strict accord with statutory requirements only.
- E. In the event the Borough exercises its management right to privatize bargaining unit work, it will provide the union with 60 days notice of said intention at the time of bid openings. Within 30 days of bid opening, the union will have the opportunity to consult with and provide input to the administration and governing body. The union will also be given the opportunity to review bid specifications.

Should the Borough decide to subcontract or privatize bargaining unit work, it will negotiate with the union over issues of severance pay and COBRA benefits for displaced employees.

Displaced employees will be given the choice of bumping into another bargaining unit position for which they are qualified, based on seniority, or of being laid-off.

ARTICLE XX

LEAVES OF ABSENCE

- A. It is mutually understood and agreed by the Borough and the Union that unpaid leaves of absence, upon expiration of accumulated sick leave, may be granted upon application for reasons of sickness or disability in the discretion of the Borough which shall not be grievable. It is further understood that during such leaves of absence seniority shall be maintained and accumulated.

- B. Employees of the Borough shall have the right to make application for unpaid leave of absence in pursuit of personal cause for a period not to exceed ninety (90) days. Said leaves will be granted by the Borough in its discretion which shall not be grievable, and seniority shall be maintained and accumulated.

- C. Any employee entering the military service shall be required to obtain a written unpaid leave of absence. It is agreed that the seniority rights of any employee who volunteers or is drafted into the United States Armed Forces, or is commandeered by the government into some other industry shall be maintained and said employee shall be returned to this former position with thirty (30) days after his discharge.

- D. One (1) elected delegate shall be granted up to ten (10) days unpaid leave to attend a Union convention.

- E. Records shall be kept on all leaves of absence granted by the Borough and shall be made available to the Union.

ARTICLE XXI

VACANCIES AND NEWLY CREATED JOBS

- A. All vacancies and newly created jobs, shall be posted for a period of two (2) weeks on the Union Bulletin Board to give employees opportunity to make application for said job to be considered by Borough.
- B. Such vacancies and newly created jobs shall be filled by the Borough and ability to perform and seniority shall be the factors in the decision in order of priority for the filling of said position.
- C. An employee transferred to a newly created job or to fill a vacancy pursuant to Sections A and B shall, prior to the completion of thirty (30) calendar days on the new job, have the right to return to his former job and the Borough shall have the right to transfer him back to his old job within said (30) thirty days.
- D. The Borough shall have the right to set the wage rates for all newly created jobs subject to negotiation with the Union. The Borough shall provide the Union (2) two weeks' notice of the creation of the position during which time negotiations will commence concerning the job rate. The Borough may fill the position after two (2) weeks' notice and upon eventual agreement, all conditions which are agreed upon shall be retroactive to the date the position was filled.
- E. A solid waste employee may apply for an open position in the Municipal Services, however, factors such as qualifications and ability to perform the job at that position shall be the determining factors in making the appointment. Seniority shall not be criteria.
- F. At times the Department is required to use temporary assistant in order to help the mechanics. In the event temporaries are employed from the Department's staff the temporary employee(s) will be paid for their time working as a temporary assistant mechanic at the assistant mechanic pay rate.
- G. For DPW activities only:
Whenever a stipend is offered to any Borough employee that stipend will be posted as if it were a new job posting and subject to the conditions set forth in Article XXI Section A.
- H. The Union will receive notice of all borough wide posted stipends.

ARTICLE XXII

ALLOWANCE FOR UNIFORMS AND SHOES

- A. The Borough shall provide \$400.00 for each employee to purchase from an approved vendor clothing for use in performing their job duties. The employee shall be responsible for cleaning and maintaining clothing.
- B. The Borough shall provide \$300.00 annually for each employee to purchase by voucher from any vendor with whom the Borough has an account, footwear for use in performing their job duties.
- C. The Borough shall purchase and keep cleaned a supply of work coveralls for use by employees when their particular duties require their use in order to keep their regular work uniform free of grease and other forms of unusual soiling.
- D. When requested by the individual employee, uniforms purchase shall be 100% cotton.
- E. If an employee reports to work without the proper uniform, they will be required to punch out, and given the opportunity to go home to attain the proper uniform and punch back in for compensation purposes.

ARTICLE XXIII

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin or political affiliation.

ARTICLE XXIV

MEDICAL COVERAGE

- A. The Borough will provide hospitalization and major medical benefit program and prescription drug program through the New Jersey State Health Benefits Plan (NJSHB) for full time employees exceeding 30 hours per week.
- B. As per P.L. 2010, c.2, N.J.S.A. 40A:10-21 (b) employees are required to contribute 1.5% of base pay annually for health care benefits, deducted bi-monthly through payroll.
- C. Newly hired employees shall become eligible for NJSHB coverage the 60 days following their first day of active employment.
- D. The Borough reserves the right to change carriers, so long as the coverage is equal or greater to the coverage that is currently provided by NJSHB.
- E. Consistent with language of Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981, the Borough agrees to provide medical coverage to employees who retire from the Borough with 25 years of service accredited under the Public Employees Retirement System. (PERS).
- F. The Borough agrees to continue coverage in the Borough's hospitalization and major medical insurance program for any surviving spouse of a retired member who is not qualified under any Federal, State or private medical insurance program, consistent with language of Chapter 88, P.L. 1974, as amended by Chapter 436, P.O. 1981. For employees who begin employment on or after July 1, 2014, the Borough will discontinue paid medical coverage for the surviving spouse of a deceased retired employee once the surviving spouse becomes eligible for medical coverage.
- G. The employees of the Borough acknowledge Chapter 78, P.L. 2011 for medical coverage contribution.

ARTICLE XXV

PRESCRIPTION HEALTH PLAN

* See Article XXIV

ARTICLE XXVI

DENTAL COVERAGE

- A. The Borough provides elective dental coverage to those employees who qualify for medical benefit coverage, currently through Delta Dental. Enrollment can be processed through the Benefits Coordinator at any time of employment.
- B. The Borough reserves the right to change the dental plan based on cost analysis, provided the cost savings does not reduce the service benefits of the existing plan.
- C. The Borough and employees shall be governed by the plans policy rules and regulations in all procedural matters relating to enrollment and discharge.

ARTICLE XXVII

SUCCESSORS

- A. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE XXV III

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be Inoperative, but all other provisions of this Agreement shall not be affected hereby and shall continue in full force and effect.

ARTICLE XXIX

COMPLETENESS OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiated issues which were or could have been the subject of negotiations.

- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, 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 and signed this Agreement.

ARTICLE XXX

WAGE PROGRESSION FOR NEW HIRES

- A. New full time hires in the Municipal Services Department will be subject of a two (2) year wage progression prior to reaching top salary for their job classification. Initial salary will be at a minimum of 80% of the current scale. After one (1) year of satisfactory employment, the salary will be increased to 90% of the current scale. After two (2) full years of satisfactory employment, the salary will be increased to 100% of current scale. It will be at the sole option of the Borough to increase the new employee's salary after 6 months of employment to 85% of top scale and after 18 months of employment to 95% of top scale based on his/her performance.

- B. For employees hired after January 1, 2017, shall be subject of a four (4) year wage progression prior to reaching top salary for their job classification. After each year of satisfactory employment, the salary will be increased as follows:
 - a. Year 1: 70% of the current scale (starting pay)
 - b. Year 2: 80% of the current scale
 - c. Year 3: 90% of the current scale
 - d. Year 4: 100% of the current scale

- C. Any full-time employee hired after January 1, 2017 will have a six (6) month probationary period for the Director to observe and analyze performance. It is during this probationary period that if such employee does not meet the performance standard set by the Director, there will be grounds for not making the permanent employment appointment.

- D. The Borough will be conscious to not authorize the hiring of multiple employees on the same day. If employees are hired on the same day, time of appointment by resolution of the Governing Body shall prevail for seniority purposes

ARTICLE XXXI

STIPENDS

A. Pick-Up of Dead Animals from Public Property:

As the Public Works Department is responsible for the pick-up and disposal of dead animals on public property and right of ways, an employee of Municipal Services will be assigned on a weekly basis to pick up dead animals. A stipend of \$1,875 per year to be divided equally among the workers assigned to dead animal pick-up. For any call-outs or overtime involved, the normal pay treatment will occur according to the current contract. This assignment will be rotated among four (4) Municipal Services employees (volunteer) on a monthly basis. During their "month" each employee will pick up these dead animals during their normal workday, as well as on an out of hours basis, as needed.

B. Back-Up Bus Driver:

An employee who is qualified to serve as a back-up bus driver will be paid a differential for any day that he/she is assigned to perform back-up bus driver duty. The differential will be calculated at 10% of the employee's per diem rate. Said employee will be paid the full 10% differential even if he/she only performs the duty for part of the day. Back-up driver duty will be assigned on a rotational basis among those who have the necessary qualifications.

In an effort to encourage additional employees to participate in the back-up bus driver stipend, the Borough will pay for the employee to obtain the following required credentials:

1. Commercial Passenger Endorsement (P)
2. Initial and future NJ DOT medical physical (required annually)
3. Related registration NJDMV fees

The Borough is looking for an additional two (2) employees to rotate the position, and after posting, will determine eligibility on a seniority basis.

C. Back-Up Sidewalk Inspector:

An employee will be trained to perform sidewalk inspections as "back-up" to the employee who regularly performs this duty. On any day that the back-up employee is assigned to perform sidewalk inspections, he/she will be paid a differential which is calculated at 10% of his/her per diem rate. Said employee will be paid the full 10% differential even if he/she only performs the duty for part of the day. The Borough will pay for the training of one employee to serve as back-up sidewalk inspector. If more than one employee applies, the most senior employee will be selected.

Article XXXI: Stipends (continued):

D. New Jersey Licensed Sewer Operators

- a. The Sewer Operator stipend will be an annual appropriation of thirty five hundred (\$3,500) dollars per year (of the contract retroactive to January 1, 2016) paid in June and December.

- b. The Assistant Sewer Operator stipend will be an annual appropriation of fifteen hundred (\$1,500) dollars per year (of the contract retroactive to January 1, 2016) paid in June and December.

ARTICLE XXXII

EDUCATION AND TRAINING

Education and training shall be in accord with the Borough's Employee Handbook.

ARTICLE XXXIII

PENSION

All permanent employees, appointed or elected officials, earning over \$1,500 in a calendar year, must enroll in the New Jersey Public Employees Retirement System. Employees and officials have the option to participate in the supplemental Annuity System.

ARTICLE XXXIV

JOB DESCRIPTIONS

- A. The Borough shall maintain in the office of the Borough Administrator job descriptions for current job titles covered by this agreement. The Borough shall make these job descriptions available to individual employees and their union representatives during regular business hours.

ARTICLE XXXV

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2017 and shall be in effect to and including December 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days no later than ninety (90) days prior to the expiration date of this agreement, of a desire to change, modify or terminate the agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals at Glen Rock, New Jersey, this 10TH day of JULY, 2019.

UNITED PUBLIC SERVICE EMPLOYEES UNION

By: 
Kevin E. Romano
PRESIDENT

Witness:

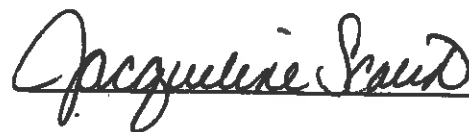

Marilynn E. Vickus-Hubold

BOROUGH OF GLEN ROCK

BERGEN COUNTY, NEW JERSEY

By: 
Thomas Benjamin

Witness:


Jacqueline Scaud

ARTICLE XXXV

(Continued)

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2017 and shall be in effect to and including December 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days no later than ninety (90) days prior to the expiration date of this agreement, of a desire to change, modify or terminate the agreement.

SHOP STEWARDS:

BOROUGH ADMINISTRATOR:

MUNICIPAL SERVICES



David Stuber



Lenora Benjamin

RECYCLING



Aaron Harris Jr.

SANITATION



Alfonso DiPopolo

APPENDIX A

WAGE SCHEDULE

	Base (2016)	2017	2018	2019
		2.00%	2.00%	2.00%
<u>ROADS</u>				
Foreman	36.87	37.61	38.36	39.13
Mechanic	38.94	39.72	40.51	41.32
Asst. Mech.	37.46	38.21	38.97	39.75
Laborer	34.82	35.52	36.23	36.95
<u>SANITATION</u>				
Driver	35.98	36.70	37.43	38.18
Loader	33.11	33.77	34.45	35.14
Swingman ('17-)	27.56	28.71	31.01	34.45
	(@80%)	(@85%)	(@90%)	(@100%)
Swingman ('17+)	23.65	27.56	31.01	34.45
	(@70%)	(@ 80%)	(@90%)	(@100%)
<u>RECYCLING</u>				
Driver	35.98	36.70	37.43	38.18
Laborer	34.82	35.52	36.23	36.95

APPENDIX B

BOROUGH OF GLEN ROCK- EMPLOYEE HANDBOOK

Chapter III. Section 10: Educational Benefits

The Borough of Glen Rock encourages employees to receive job related training and education through attendance at college courses, seminars and professional conferences directly related to their positions with the Borough.

No employee will register for a course which conflicts with the employee's working hours without the prior approval of the Borough Administrator. Employees requiring special consideration to fulfill required courses for an advanced degree shall request and receive approval from the Borough Administrator.

Prior to enrolling or registering in any class, seminar, conference, etc., the employee must first receive approval from the Borough Administrator if said employee will be applying for reimbursement of the cost of said class, seminar, conference, etc.