

## **LABOR AGREEMENT**

**THIS AGREEMENT** is entered into on this \_\_\_\_ day of May, 2011 by and between

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

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

The parties agree that the effective date of this Agreement is January 1, 2010  
The Borough and the Union agree as follows:

### **ARTICLE 1 - RECOGNITION**

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

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

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

### **ARTICLE 2 - MANAGEMENT FUNCTIONS AND RIGHTS**

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

### **ARTICLE 3 - SUPERVISORY AND OTHER EXCLUDED PERSONNEL**

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

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

### **ARTICLE 4 - DUES CHECK-OFF**

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

After an employee has completed the probationary period of this Agreement, the Borough agrees to deduct the initiation fee from the employee's next paycheck and to transmit same to the Secretary-Treasurer of Local Union No. 469 as set forth above.

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

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

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

### **ARTICLE 5 - AGENCY SHOP**

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

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

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

## **ARTICLE 6 - PROBATIONARY PERIOD**

All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the *Grievance and Arbitration* provisions of this Agreement.

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

## **ARTICLE 7 - SENIORITY**

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

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

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

## **ARTICLE 8 - PROMOTIONS AND DEMOTIONS**

### **A. Job Posting**

To provide promotional and lateral job opportunities for employees in the bargaining unit, the Borough must post all vacancies within the bargaining unit for eight (8) calendar days before filling such vacancies. The posting shall include a description of the job, the job classification, the location of the assignment, any required qualifications and the deadline for applying. It is understood that the procedure set forth in this Article shall not hinder the Borough in filling the vacancy at the earliest time through a temporary assignment.

### **B. Procedures**

Employees shall have the opportunity to fill vacant positions within the bargaining unit

through either promotions or lateral job openings using the procedures in this Article. Nothing in this Article, however, shall be interpreted as precluding the Borough from exercising its managerial right to decide not to fill a particular vacancy:

1. Employees that are qualified and interested in a posted position should submit written notification to the Department Head, or his designee, by the posted deadline. Any employee that meets the requirements of the posted position may make such application, except those employees who have been in their current position for less than six (6) months.

2. In considering who to select to fill a posted position, the Borough shall consider how the applicant's qualifications, including their skills, knowledge, abilities, experience and educational background (i.e. High School diploma or equivalent) match up with the essential requirements and functions of the job in question. Other factors that shall be considered by the Borough include seniority, disciplinary records, performance evaluations, attendance, interpersonal skills, interest in the position, leadership potential, and supervisors' recommendations.

3. Based solely on the criteria set forth above, the Borough must select the applicant that it deems, in its sole discretion, to be most qualified to fill the posted position. Assuming two or more employees have equal qualifications for the vacant position, the Borough shall promote the most senior qualified applicant to the position.

4. The successful qualified bidder must be placed within the job classification within sixty (60) calendar days after the posting.

5. The Borough reserves the right to hire from outside the bargaining unit to fill a vacant position in the Waste Water Treatment plant when the qualifications of an outside applicant exceeds the qualifications of any current bargaining unit member that volunteers to fill the vacant position. In Public Works, however, the Borough can only hire from outside the bargaining unit to fill a vacant position when there are no qualified bidders for the vacant position from amongst the current bargaining unit members.

6. An employee who accepts a promotion or lateral job opening will retain all sick leave, comp time, and vacation balances.

7. If a job opening must be filled before the procedure in this Article can be used to make a permanent selection for the job opening, the job opening can be filled as a temporary reassignment, for a maximum of the 60 days provided in paragraph 4 above.

### **C. Trial Period**

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

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

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

#### **D. Surplus in Classification**

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

### **ARTICLE 9 - LAYOFFS AND RECALL**

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

1. Employees shall be laid off in order of the least total employment seniority, regardless of classification. The Borough shall have the right to retain those employees with licenses or critical skills regardless of seniority, until any employee with higher seniority qualifies.
2. Notice of such layoff will be given at least one calendar month before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of two years.
4. The Borough shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Borough hire from the open market while any employee has an unexpired term of preference for re-employment and who is ready, willing and able to be re-employed.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

6. Employees must respond within five (5) working days from the date the letter is postmarked or the employee's recall rights will be voided. It is the employee's responsibility to keep the Borough aware of his/her current address.

#### **ARTICLE 10 - RATES OF PAY**

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

Effective January 1, 2010      0.00% on base pay.

Effective January 1, 2011      1.00% on base pay.

All increases shall be inclusive of any increment where applicable.

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

#### **ARTICLE 11 - PAY DAY**

- A. Employees will be paid all earnings by direct deposit only (no manual checks) each bi-weekly period, with the payday as established by the payroll department.
- B. Employees will be paid any overtime earned by the fifteenth day of each succeeding month.
- C. Employees will be paid during working hours.
- D. When payday falls on a Holiday, then the preceding day will be payday.
- E. Vacation pay will be paid on the day prior to the start of the vacation period, upon the written request of the individual employee at least four (4) weeks in advance.

#### **ARTICLE 12 - WORKING AT DIFFERENT RATES**

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

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

**ARTICLE 13 - LONGEVITY**

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

Employees hired prior to prior to January 1, 1996 are entitled to receive longevity pay in the amount of \$2,400 annually.

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

**ARTICLE 14 - HOURS OF WORK**

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

The scheduled hours of work are shown below:

7:00 A.M. - 3:30 P.M. (One-half hour unpaid lunch period)	Roads, Grounds Maintenance, Waste Water Treatment Plant, Mechanic
---	--

6:00 A.M. - 2:30 P.M. (One-half hour unpaid lunch period)	Day Time Custodian, Facilities Maintenance Mechanic
---	--

2. The sweeper operator will work in accordance with a schedule prepared by the Public Works Manager or the Public Works Manager's Supervisor, which may be required by conditions, law or desire of the Borough. The sweeper operator's schedule shall be established at least one week prior to commencement.
3. A. The Borough shall allow a paid fifteen (15) minute break in the morning (at 9:00 a.m. unless otherwise directed by the supervisor) and a paid fifteen (15) minute break in the afternoon, which shall be added to the one half hour unpaid lunch break, effective upon execution of this Agreement as set forth below. The location of the break is immaterial. The intent is to be back at the work location and ready to work fifteen-(15) minutes after it (the break) begins.  
  
B. Employees working Monday through Friday shall be entitled to a 50 minute lunch break, of which 30 minutes shall be unpaid.  
  
C. The Borough agrees to guarantee each full time employee a minimum of eight-(8) hours' work or pay in lieu thereof, each day, Monday through Friday.
4. A. The Borough agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof, at the applicable rate of pay, whenever an employee is called to return to work or required to start work before regular

starting time. When an employee is called to return to work, or called in to work, the employee will be required to perform duties related to the call in or any other assigned duties, for which the employee is qualified at the discretion of the Borough.

B. The Borough agrees to guarantee an employee a minimum of four (4) hours of pay whenever such employee is called to return to work, or called in to work on either a Saturday, Sunday or Holiday. When an employee is called to return to work, or called in to work on either a Saturday, Sunday or a Holiday, the employee will be required to perform duties related to the call-in or any other assigned duties, for which the employee is qualified, at the discretion of the Borough.

C. Employees have the option of electing to receive compensation for overtime in the form of compensatory time off instead of overtime pay. An employee shall be entitled to 1.5 hours of compensatory time off for every 1 hour of overtime worked. Employees may accumulate compensatory time off only up to a maximum of 40 hours. Any compensation for overtime once an employee has reached the 40 hour maximum shall be in the form of pay. The Borough agrees not to require, or in any way solicit; any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

5. The Borough agrees to allow an unpaid one-half (1/2) hour meal period for overtime work on Saturday or Sunday in excess of four (4) consecutive hours. Separate and distinct from the meal allowance provision of Article *X N* regarding emergency overtime work, the performance of overtime work on Saturday or Sunday followed immediately by the performance of emergency overtime work, may be combined for the purpose of computing a period in excess of four (4) hours as set forth above.
6. The Borough agrees to allow an unpaid one-half (1/2) hour meal period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each additional four (4) hours of work. Meal periods occurring after ten (10) consecutive hours entitle an employee to a paid lunch period.



## **ARTICLE 15 - SNOW REMOVAL**

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

## **ARTICLE 16 - PREMIUM PAY**

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

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

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

- (4) Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each job classification, provided the employee is qualified to perform the overtime assignment and further provided that, the employee is able to respond and be available to begin working within 60 minutes of being requested to do so, except where there is an immediate threat to public safety in which case Borough can offer the premium pay opportunity to those that are able to respond and begin working in 30 minutes or less. It is understood that employees in the Waste Water Treatment Plant will be given the first opportunity for overtime in the Waste Water Treatment Plant, but if additional manpower is needed on overtime for the Waste Water Treatment Plant, then other employees will be called on a rotating basis from the Public Works Overtime Call Out List.
- (5) It is the employee's responsibility to leave a telephone number where he/she can be contacted.
- (6) A list shall be posted on the overtime worked and refused by each employee for the purpose of equalizing overtime.
- (7) There shall be no mandatory stand-by, but all available employees shall make every effort to work emergency overtime when requested unless excused by the Borough.

## **ARTICLE 17 - HOLIDAYS**

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

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

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

## **ARTICLE 18 - PERSONAL DAYS OF ABSENCE**

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

## **ARTICLE 19 - SICKTIME - SERVICE CREDIT FOR SICK LEAVE**

### **A. Eligibility**

1. Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to the employee's own injury, illness or disability.
2. Taking sick leave under false pretenses is a violation of the public trust that is subject to disciplinary action.

### **B. Notification**

1. Employees are required to give their Supervisor advance notice that they will be taking sick leave for one of the purposes set forth in Section A, above. The notice shall include the probable start date and, if known, the

duration of the absence. Advance notice shall be defined as providing notice prior to the scheduled starting time for the work day for which sick leave will be used. Employees must keep their supervisor advised of any changes to their planned schedule of absence. Failure to follow this procedure may result in an unauthorized absence without pay and a recommendation for disciplinary action.

2. Any employee requesting sick leave for three (3) or more consecutive scheduled work days must provide the appropriate Health Care Provider's Certification within five (5) calendar days from the onset of the absence. If the Health Care Provider's Certification is not received within this time period the employee will be in no pay status and subject to disciplinary action.
3. An employee that has an unexcused absence of three (3) or more consecutive scheduled workdays shall, in the sole discretion of the Borough, be deemed to have resigned.

#### **C. Amount of Sick Time**

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month up to a maximum of ten (10) during the first calendar year of employment after initial employment and fifteen (15) working days in every calendar thereafter..
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment, except as provided in Article 21.
4. An employee who leaves the Borough's employ after having utilized more than his pro rata share of paid sick days for the year in question, shall pay back to the Borough the amount used in excess of his share, by way of deduction from his last pay check.

#### **D. Medical Verification**

1. An employee absent on sick leave for three or more consecutive days must bring in a note from his/her health care practitioner certifying that the employee was unable to work for health reasons and that the employee may return to work with or without restrictions. Until such certification is presented to the employee's supervisor, the employee will not be allowed to return to work. If an employee returns from sick leave earlier than stipulated on the last medical certificate submitted, a new certification which

authorizes the new return date must be provided, or the employee will not be permitted to begin work.

2. The Borough may require proof of illness or injury from a health care provider when there is reason to believe that an employee is abusing sick leave. Examples of such situations include, but are not limited to, an established pattern of sick leave on Fridays, Mondays, or at the end or start of designated holidays or vacation leave, or during inclement weather. In addition, the Borough reserves the right to require such employee to undergo a medical examination by a health care provider selected and paid for by the Borough to verify the alleged illness/injury. If the medical condition is not substantiated by the employee's health care provider or by the health care provider selected by the Borough, the employee may be subject to disciplinary action.
3. On days of sick leave, during the hours that the employee would otherwise have been working, the employee shall remain at his/her residence to recuperate unless they advise their supervisor of a different location that they will be recuperating at. Employees not recuperating at their reported location of confinement during sick leave shall be subject to discipline, unless they can document that the reason that they were not at their reported location was because they were at a doctor's appointment related to the injury or illness that is the basis for the sick leave, or because they were at a pharmacy to obtain needed medication for the illness or injury that is the basis for the sick leave.
4. In cases of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
5. The Union agrees to cooperate with the Borough in reducing absenteeism to as low a rate as possible.

#### **E. Confidentiality of Medical Information**

1. Employees' health matters are their own concern, except when the Borough needs information to verify the sick leave request in accordance with the provisions of this Article, estimate how long an employee is likely to be absent, or evaluate and communicate the need for work restrictions and/or accommodations. Managers and Supervisors should not expect or require employees to explain why they need sick leave or FMLA leave, except for the reasons set forth above. All information about an employee's medical condition, once provided to the Borough by the employee pursuant to the terms of this Article, must be kept confidential.

**ARTICLE 20 – VACATIONS**

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

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

4. Vacations may be scheduled throughout the calendar year. Employees may schedule one (1) week of vacation in single day periods.
5. Vacation schedules shall be posted by April 15th each year.
6. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.
7. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.
8. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be changed to either personal time or sick time and vacation time rescheduled at the employee's request. The Borough may request proof substantiating death or disability.
9. An employee may request vacation days in either units of a single day or in one-half (1/2) day increments subject to prior approval of the Department Head, provided that a written request is made at least twenty-four (24) hours ahead of the day on which the single day or one-half (1/2) day of vacation is to be taken.
10. Employees shall not be permitted to carry over unused vacation to the following calendar year, except that the Borough may, in its sole discretion, approve an employee's written request to carry over unused vacation days into the following calendar year.

## **ARTICLE 21 - TERMINAL LEAVES**

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

## **ARTICLE 22 - HEALTH CARE INSURANCE PROGRAM**

### A. Medical Coverage

The Borough shall provide each employee the following Health Care Insurance with dependent coverage:

1. Comprehensive Health Insurance, including the following: Comprehensive Surgical Insurance, Diagnostic Insurance, Major Medical
2. Out-of-Network Deductible: \$300/Single, \$600/Family
3. All employees must enroll in the "Point of Service" (POS) health insurance plan. The Borough will discontinue all other health insurance plans. All employees enrolled in the "Traditional" or PPO Traditional health insurance plan must enroll in the POS plan effective October 1, 2003. Notwithstanding the foregoing, effective as soon as practicable following February 24, 2011, all employees will be switched to the Plan covering other Borough employees and the existing POS plan shall be discontinued. Benefits will be in accordance with the Summary of Benefits attached as Schedule C.
4. The Borough agrees to adopt an Insurance Waiver Program whereby employees may elect to waive their health insurance coverage. Employees choosing to waive their health insurance coverage will receive 50% of the POS premium cost incurred by the Borough, based on the employee's coverage level at the time of waiver, as that value may be adjusted each year based on changes in the POS premium cost incurred. Payments under this program will be made quarterly in arrears and will be subject to federal and state tax deductions. Employees who waive their health insurance coverage will be able to resume coverage in accordance with plan guidelines.

B. Dental Insurance

1. Deductible: \$50 single, \$100/Family
2. \$1,000 maximum benefit per year per covered person.
3. Effective October 1, 2003 the Borough will adopt an Insurance Waiver Program whereby employees may elect to waive their dental insurance coverage. Employees choosing to waive their dental insurance coverage will receive 50% of the premium cost incurred by the Borough, based on their coverage level at the time of waiver, as that value may be adjusted each year based on changes in the Dental premium cost incurred. Payments under this program will be made quarterly in arrears and will be subject to federal and state tax deductions. Employees who waive their dental insurance coverage will be able to resume coverage in accordance with plan guidelines.

C. Optical Insurance

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

D. Miscellaneous Provisions

1. The Borough shall provide the above described Health Care Insurance Program only for full-time employees who have been employed by the Borough for at least two (2) months, including a family plan if so desired. Coverage for new employees shall be effective the first day of the month following said initial two (2) months of employment with the Borough. All employees shall contribute 1.5% of their base salary toward the cost of these health benefits in accordance with applicable law.
2. When an employee is terminated, laid off or recalled to work, the Borough will be required to pay the full amount of coverage for any part of the month for which the employee works.
3. The Borough reserves the right to change insurance carriers or change insurance coverage long as benefits are provided and they are equal to or better than. Such change will require forty-five (45) days advance notice to the Union. The Union is to be supplied with all information available to the Borough at the time, in order to do its own comparability study. The Union recognizes the information available to the Borough may not fully satisfy what it needs but will accept what the Borough has.
4. The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.
5. The Borough will provide Hospitalization upon retirement (as defined by PERS) in accordance with the following criteria. A combination of age at retirement and a

minimum of fifteen (15) years service with the Borough will be the basis for determining eligibility and length of coverage.

*Age Determination:*

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

*Service Determination:*

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

*Physical Disability Retirement:*

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

**Length of Coverage:**

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

**ARTICLE 23 - UNIFORMS**

- 1. The Borough shall provide each employee clothing and work boot allowance to purchase and maintain the approved Public Works uniform, as listed below. Clothing and work boot allowance will be paid on the first payday in June of each year in the amount of \$1,000.00.

**UNIFORM REQUIREMENTS**

**SUMMER**

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

**WINTER**

- Long Pants (dark green color)
- Pull Over Sweat Shirt (green or orange)
- Winter Coat (dark green color)
- Winter Hat (dark green or orange)



Long Sleeve Button Down Shirt (green color with employee's name)

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

2. The Borough shall provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties: Safety glasses, gloves, safety hat, flashlight, rain suit, and rain boots.
3. The Borough shall replace protective clothing and other issued equipment on fair, wear and tear basis.

#### **ARTICLE 24 - MILITARY LEAVE**

Employees shall be entitled to Military Leave pursuant to and in accordance with the Borough's Personnel Policy Handbook.

#### **ARTICLE 25 - JURY DUTY**

1. An employee who is called to Jury Duty must immediately notify the Employer.
2. An employee must not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.
3. The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.
4. Employees must furnish their Jury Duty number to the Borough, with employees returning any fees received to the Borough.

#### **ARTICLE 26 - SUSPENSION OR REVOCATION OF LICENSE**

A. Weight and Size Penalties:

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

B. Special Licenses:

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

C. Notification of Suspension:

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

**ARTICLE 27 - SEPARATION OF EMPLOYMENT**

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

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

**ARTICLE 28 - SANITARY CONDITIONS**

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

**ARTICLE 29 - COMPENSATION CLAIMS**

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

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

## **ARTICLE 30 - JOB STEWARDS**

The Borough recognizes the right of the Union to designate a maximum of two (2) job stewards and two (2) alternates.

The authority of the job stewards and alternates so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

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

## **ARTICLE 31 - DISCHARGE OR SUSPENSION**

### **A. General Procedures**

1. This Article shall be the exclusive procedure for the processing of disciplinary actions for employees covered by this Agreement. Employees on a probationary period in accordance with Article 6 are not entitled to recourse pursuant to these provisions.

2. The Borough has the right to discipline employees for just cause. Discipline under this Article includes only the following: (1) written reprimand, (2) suspension without pay, (3) demotion, or (4) termination.
3. Where the Borough imposes discipline or intends to impose discipline, the Borough must provide the employee with written notice of the disciplinary action, which shall contain: (a) a general description of the alleged act(s) and/or conduct upon which the discipline is based, and (b) the penalty to be imposed.
4. The time limits set forth in this procedure can only be extended by mutual agreement of the parties, which must be in writing. However, the waiver of a time limit in any given circumstance shall not constitute precedent or a waiver of any time limits in future circumstances or be utilized as an excuse or defense for future failures to observe any time limit set forth in this Article.

## **B. Appeals**

1. Step 1: The Shop Steward may appeal any discipline by submitting a written appeal to Borough Administrator within five (5) working days of the date that the employee receives the written notice of discipline. The written appeal shall set forth the employee's position as to why the disciplinary action taken was unfair or unwarranted. A meeting among the union business agent, the aggrieved employee, the shop steward and the Borough Administrator (or his designee) will be held within ten (10) working days of the Borough Administrator's receipt of the written appeal. At the meeting, the Public Works Manager or designee shall act as spokesperson for the Borough and one person shall act as spokesperson for the employee. The employee's spokesperson may set forth its position as to why the discipline was unfair or unwarranted. The Borough's spokesperson shall be permitted to ask questions of the employee or employee's spokesperson to obtain a better understanding of the employee's basis for claiming that the discipline was unfair or unwarranted. The parties are encouraged to resolve any disputes over the discipline at this meeting. The written decision of the Borough Administrator shall be given to all parties within ten (10) working days of the meeting. The Borough Administrator has the authority to uphold, reject or modify the Public Works Manager's decision.
2. Step 2 – If the discipline is not satisfactorily resolved at Step 1, it may be submitted to binding arbitration by the union on behalf of the aggrieved employee within ten (10) working days from the date of the Step 2 decision. Such filing shall be in writing and shall be submitted to the Public Employees Relations Commission (copy must be simultaneously provided to the Borough Administrator) where a selection of arbitrators shall be forwarded to both the union and the employer under PERC's rules of assignment. No arbitrator shall have any authority or jurisdiction over any disciplinary appeal that was not initially timely filed at Step 1, or not timely appealed to arbitration at Step

2 by the union. Rather, if an appeal of the discipline at Step 1 or appeal of the Step 1 decision to arbitration at Step 2 is not timely filed in accordance with the time limits set forth herein, the discipline shall be deemed final and binding and shall not thereafter be considered subject to the disciplinary arbitration provisions of this Agreement. The Arbitrator shall conduct a hearing to determine the facts relating to the discipline imposed. The issue before the Arbitrator shall be limited to a determination of whether the Borough had just cause to impose discipline on the employee, and if so, whether the penalty imposed was appropriate. The Arbitrator shall render a written Award that sets forth the basis for his determination on these issues. The Arbitrator shall be confined to these issues and shall not have authority to determine any other issue. The decision of the Arbitrator on these issues shall be final and binding except as provided by applicable law. The expense of the arbitrator assigned shall be borne equally by both the union and the borough.

3. Time limits throughout the procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties.
4. The shop steward or alternate shall be permitted reasonable time to investigate and attempt to resolve the discipline of any employee after notification to the Public Works Manager. Employees have the right to have a union representative present during discussion of any discipline with representatives of the Borough pursuant to this disciplinary procedure.

### **ARTICLE 32 - UNION BULLETIN BOARD**

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

### **ARTICLE 33 - NON-DISCRIMINATION**

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

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

### **ARTICLE 34 - SUBCONTRACTING**

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

### **ARTICLE 35 - SAFETY**

1. The Borough and the Union are committed to a safe work place and to the observation of applicable state and federal regulations.
2. Employees shall immediately report to the Employer any unsafe or hazardous conditions, accident or injury.
3. The Borough shall not require an employee to work under conditions, which subject him to risk of serious bodily harm in violation of state and federal law.
4. If an employee believes that he is assigned an unsafe job (as set forth above), he shall inform his supervisor. The supervisor shall determine that:
  - (a) the work is safe; or
  - (b) how the work can be performed safely; or
  - (c) the work should be stopped.
5. In the event the employee refuses to perform work which the supervisor has determined as being performed in accordance with documented safety protocols and in a safe manner, the employee may request further review by the Borough Engineer, and in his absence by the Borough Administrator. The decision of the Borough Engineer or Borough Administrator will be considered final and the employee can then either perform the task as directed or be relieved of his duties, with no further compensation, until the matter has been resolved.

### **ARTICLE 36 - NOTIFICATION TO THE UNION**

1. The Borough will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges.
2. The Borough will notify the Union in writing prior to a layoff.
3. The Borough will provide the Union with an updated list of covered employees showing name, address, classification, social security number and rate of pay.
4. The Borough will notify the Union of additions and deletions to the payroll of covered employees as they occur.
5. The Borough will notify the Union within one (1) week of any new hires.

## **ARTICLE 37 - INSPECTION PRIVILEGES**

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

## **ARTICLE 38 - GRIEVANCE PROCEDURE**

### **A. 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 contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations. Such oral communications, however, shall not impact the obligation of the grievant or union to timely file the written grievance in accordance with the procedures set forth below.

### **B. Definition**

The term "grievance" means any controversy arising over the interpretation, application or adherence to the terms and conditions of this agreement, and may be raised by the employee, or the Union at the request of and on behalf of an individual or group of individuals.

### **C. Steps of the Grievance Procedure**

The procedure set forth below shall be the sole and exclusive method for processing grievances and shall be as follows:

**Step 1** – The grievance must be presented in writing to the Public Works Manager within five (5) working days from the date the employee knew or should have known of the circumstances relating to the grievance. The written grievance shall set forth the details of the claimed breach, misinterpretation or misapplication of the Agreement, as well as the Article and Section of the Agreement claimed to have been breached, misinterpreted or misapplied and the date of such alleged breach, misinterpretation or misapplication. Within 10 days of receipt of the written grievance, the Public Works Manager must hold an informal meeting with the Union concerning the grievance. The grievance must be answered, in writing, within ten (10) working days after the Step 1 meeting.

**Step 2** – If the grievance is not satisfactorily resolved by the Public Works Manager, the Shop Steward may submit a written appeal to the Borough Administrator within five (5) working days of receipt of the Step 1 decision. The submission must include all documentation pertaining to the grievance introduced at Step 1. A meeting among the union business agent, the aggrieved employee, the shop steward and the Borough Administrator (or his designee) will be held within ten (10) working days of the administrator's receipt of the grievance. The written response shall be given to all parties within ten (10) working days of the meeting.

**Step 3** – If the grievance is not satisfactorily resolved at Step 3, the grievance may be submitted to binding arbitration by the union on behalf of the aggrieved employee within ten (10) working days from the date of the Step 2 decision. Such filing shall be in writing and shall be submitted to the Public Employees Relations Commission (copy must be simultaneously provided to the Borough Administrator) where a selection of arbitrators shall be forwarded to both the union and the employer under their rules of assignment. The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this agreement at issue between the Union and the Borough. No arbitrator shall have any authority or jurisdiction over any grievance that was not initially timely filed at Step 1, or a grievance that was not timely appealed to Step 2 or Step 3 by the union. Rather, if an appeal of the Step 1 or Step 2 decision is not timely filed in accordance with the time limits set forth herein, the decision of the Borough at the prior step shall be deemed final and binding and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The arbitrator shall be restricted to the application of the facts presented and shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement to impose on either party a limitation or obligation not explicitly provided for in this agreement, or to establish or alter wage rate or wage structure. The arbitrator's award shall be final and binding on all parties involved. The expense of the arbitrator assigned shall be borne equally by both the union and the borough.

Time limits throughout the procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties.

The shop steward or alternate shall be permitted reasonable time to investigate and attempt to resolve the grievance of any employee after notification to the Public Works Manager. Employees have the right to have a union representative present during discussion of any grievance with representatives of the Borough pursuant to the grievance procedure.

### **ARTICLE 39 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement



and of any supplements and riders thereof or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either the Borough or the Union for the purpose of arriving at a mutually satisfactory replacement for such Articles or Section during the period of invalidity or restraint.

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

#### **ARTICLE 40 - FULLY BARGAINED PROVISION**

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

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

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

#### **ARTICLE 41 - MISUSE OF BOROUGH PROPERTY**

1. Any unauthorized use of Borough equipment for personal use or for hire shall make an employee subject to discipline.
2. In the event a union member is involved in an accident which results in the damage to Borough property, a full investigation will be conducted. In the event of a finding of negligence, the employee shall be subject to discipline.

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

#### **ARTICLE 42 - OTHER CONDITIONS**

1. Manning.

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

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

2. Licenses

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

#### **ARTICLE 43 - NO STRIKE - NO LOCKOUT**

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

**ARTICLE 44 – DRUG/ALCOHOL-FREE WORKPLACE**

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

**ARTICLE 45 - TERMINATION CLAUSE**

This Agreement shall have a term from January 1, 2010 through December 31, 2011. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals this \_\_\_\_ day of May 2011, to be retroactively effective to January 1, 2010.

**BOROUGH OF NEW PROVIDENCE**

**TEAMSTER LOCAL 469,**  
affiliated with the International  
Brotherhood of teamsters

By: \_\_\_\_\_  
J. Brooke Hern, Mayor

By: \_\_\_\_\_  
Michael Broderick, VP

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Wendi B. Barry

By: \_\_\_\_\_

***Schedule A***  
***Position Classification***

Road Personnel  
Equipment/Sweeper Operator  
Chief Mechanic  
Mechanic  
Fleet Mechanic

Foreman  
Assistant Foreman – Streets and Roads Division  
Assistant Foreman – Mechanic  
Facilities Maintenance Mechanic

Assistant Plant Operator  
Second Plant Operator  
Third Plant Operator

Ground Maintenance Personnel  
Part-Time Laboratory Technician