

Contract no. 1631

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A G R E E M E N T

Between

BOROUGH OF GLEN ROCK,
BERGEN COUNTY, NEW JERSEY

and

NEW YORK - NEW JERSEY JOINT BOARD
AMALGAMATED CLOTHING AND
TEXTILE WORKERS UNION, AFL-CIO

JANUARY 1, 1992 - through - DECEMBER 31, 1994

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ARTICLE I

PREAMBLE

This AGREEMENT entered into this 15 day of April 1992, 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 NEW YORK-NEW JERSEY JOINT BOARD AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION, AFL-CIO, (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE II

RECOGNITION

A. The Borough, pursuant to Public Employment Relations Commission, Docket No. RO-76-87, recognizes the Union as the representative for the purposes of collective negotiations for all full time blue collar employees employed by the Borough, but excluding all other employees, clerical employees, Policemen, 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. Whenever 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.) 52:14-15.9(c), 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 (15th) day of each month of the succeeding month after the deductions were made.

B. If, during the life of this Agreement, there shall be any change 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 authorizations 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 any and 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.

Deductions from Salary continued:

D. Agency Shop

In accordance with N.J. 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 50% of the current monthly dues being withheld for union members of the same bargaining group.

E. Prescription Health Plan

In accordance with provisions outlined in Article XXV of the contract, eligible employees of the Public Works Department who enroll as members of the Workers Prescription Health Plan agree to have the Borough deduct from their pay on a bi-weekly basis, that amount necessary to cover the monthly charges assessed and payable by the Borough. The Borough shall be responsible for administering the plan on behalf of the enrolled employees, through payroll deductions; however, the Borough shall not assume any costs associated with the plan benefits.

F. Dental Plan - Contributory

In accordance with provisions outlined in Article XXVI of the contract, eligible employees of the Department of Public Works who enroll in the dental plan, agree to have the Borough deduct an amount equal to 15% of the monthly premium cost from their pay on a bi-weekly basis, to help offset the Borough's share of expenses in funding the plan.

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 employee 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:

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 Superintendent, 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 Superintendent 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 Director within five (5) days following the determination at Step One.

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

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Business Administrator who shall review the matter and make a determination within thirty (30) days from the receipt of the grievance.

Step Four:

(a) If no satisfactory resolution of the grievance is reached at Step Three, 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.

(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 thirty (30) days after the final decision of the Administrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be canceled 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 canceled 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 to be abandoned.

3. Union stewards will be allowed the necessary time off to investigate and process grievances and attend grievance 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 Superintendent to be detrimental to the good order of the Department be posted on the bulletin board.

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.

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 a current seniority list every six (6) months.

ARTICLE I
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 interfering with the normal operations of the Borough and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. 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.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right 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

CONDOLENCE PAY

A. The Borough agrees that an employee who suffers a death in his immediate family shall be granted three (3) consecutive days off without loss of regular pay, including the day of the funeral. Immediate family shall be defined as the employee's relatives of mother, father, brothers, sisters, and spouse's relatives of mother, father, brothers, sisters; or any other relative of employee and spouse that has been living under the same roof of the employee.

B. The Borough also agrees to grant one day off with pay to an employee in the case where there is a death of any aunt, uncle, grandchildren, parent-in-law or grandparent-in-law.

ARTICLE XII

WAGES AND RATES OF PAY

A. Employees in the Department of Streets and Roads shall be paid on an hourly basis pursuant to Appendix A of this Agreement attached to and made a part hereof.

B. Employees in the Department of Solid Waste shall be paid on a per diem basis pursuant to Appendix B of this Agreement attached to and made a part hereof.

C. 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 December 31, 1982 shall not be qualified at any time for longevity payments.

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

E. An employee assigned the duty of tree climbing shall be paid at the rate of \$1.25 per hour above his normal hourly rate of pay.

ARTICLE XIII

VACATIONS

A. Effective January 1, 1989, the following vacation schedule shall be in effect:

<u>Years of Service</u>	-	<u>Days Vacation</u> (work days)
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 his vacation leave.

Article XIII continued:

D. An employee who becomes hospitalized during his vacation will not be charged vacation leave for his period of hospitalization provided he furnished a doctor's excuse to the Borough.

E. Any employee separated from the service of the Borough for any reason prior to taking his vacation, shall be compensated for the unused vacation leave he has 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.

ARTICLE XIV

CALL TIME

A. A minimum of two (2) hours of pay, at the rate of one and one-half (1 1/2) times his regular rate of pay shall be paid to each employee who is called in for emergency work, including snow removal, at other than his regular shift. This shall be paid in addition to stand-by pay.

B. The stand-by crew shall consist of two (2) men.

C. The Borough shall purchase and provide for stand-by employees the use of two portable pagers so that the two scheduled-duty employees can be alerted for emergency duty when not available by telephone. It shall be the responsibility of the stand-by crew foreman or leadmen to sign out and in the pagers when crews change each week, so that a record is maintained as to which employees have pagers in their possession.

D. Effective upon the signing of this contract, employees within the Streets and Roads Department who are scheduled for stand-by time duty and are available for such duty, will be paid twelve (12) hours at regular pay per week; however, when a scheduled holiday occurs during a Monday to Friday work week, the employees on call will receive an extra hour for the week.

ARTICLE XV

HOLIDAYS AND PERSONAL DAY

A. Effective immediately the following (13) days are hereby designated as holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
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
13. Martin Luther King's Birthday

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, 1989, each employee will be entitled to one (1) personal day per year, non-accumulative. Employees desiring to use their personal day must notify their supervisor at least three (3) days in advance except in cases of extreme emergency.

Article XV

Holidays and Personal Day Continued:

D. Bonus Personal Day - Each employee shall be entitled to a second personal day per year, non-accumulative, provided by November 1st of that year he has used five or less sick days during January through October of that year. Should the employee earn and use the bonus personal day by November 1st, but then exceeds the maximum 5 sick days in November or December of that year, he shall lose a personal day the following year.

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.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

A. Department of Streets and Roads

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.

3. It is agreed that all employees shall be granted one (1) paid fifteen (15) minute rest period and one (1) thirty (30) minute unpaid lunch period each day.

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

5. One and one-half (1 1/2) 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.

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

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.

Hours of work and overtime

Department of Streets and Roads continued;

9. It shall be the policy of the Borough not to require employees assigned to Streets and Roads duties, to perform the duties of a solid waste employee.

Hours of Work and Overtime continued

B. Department of Solid Waste

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

2. The work week shall commence on Monday morning at 7:00 and the incentive system shall be maintained.

3. One and one-half (1 1/2) 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.

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.

9. In the event of snow days or other similar types of emergency conditions which prevent the Solid Waste employees from performing their regular-scheduled duties, and said employees report for regular duty that day, those employees

Hours of Work and Overtime continued

shall be paid the regular days wages.

ARTICLE XVIII

SICK LEAVE

A. Employees shall continue to accumulate twenty (20) sick days per year with a maximum accumulation of one hundred and twenty (120) days, pursuant to the provisions of the present Ordinance #763 Chapter 5.

B. At an employee's normal retirement, he shall receive fifty (50) per cent of his unused sick leave at his regular rate of pay.

C. Reporting of Absence on Sick Leave:

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified each day within thirty (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 two (2) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

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 in calendar year 1992. 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.

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 his former position within 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 one (1) week 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 thirty (30) 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 two (2) 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.

ARTICLE XXI

Vacancies and Newly Created Jobs continued

E. A solid waste employee may apply for an open position in the Streets and Roads; 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 a criteria.

ARTICLE XXII
UNIFORMS AND SHOES

A. The Borough shall purchase for each employee six (6) uniforms per year, three (3) summer-type pants and shirts and three (3) winter-type pants and shirts. Each employee shall also be provided bi-annually one (1) general-weight jacket and one (1) winter-type heavy-weight jacket. Employees shall be responsible for the cleaning and repairing of those uniforms and work clothes provided by the Borough.

B. Effective January 1, 1989 and thereafter for the term of the contract, the Borough shall provide \$125.00 annually for each employee to purchase by voucher from a mutually agreed upon supplier, a pair of safety shoes or boots 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.

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
HEALTH INSURANCE

A. Hospitalization.

The Borough will provide the hospitalization and major medical benefit program presently being provided to the Department of Public Works. In addition to the foregoing, the Borough will provide the same hospitalization and major medical coverage received by the full-time members of the Department to members who have retired or who do retire from the Department during the term of this Agreement provided, however, the right of a retired member to such hospitalization and major medical coverage shall be subject to the following:

1. The retired member shall have had twenty-five (25) years of accredited service prior to retirement.
2. In the event the retired member, after retirement, becomes employed by an employer who makes available to him a hospitalization plan, whether contributory or non contributory, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.
3. In the event a retired member, after retirement, becomes gainfully self-employed in excess of twenty (20) hours per week, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.

Article XXIV

Health Insurance - Hospitalization continued:

4. Upon written request of the Borough, any retired member, from time to time, will supply, under oath such information relative to his employment, if any, and the availability of hospitalization from his employer, as the Borough may reasonably deem necessary as a condition for such retired member's continued participation in the Borough's hospitalization program.

B. The Borough will, as may be required by law or regulation, adopt such resolutions or ordinances necessary to make effective the hospitalization program for retired members.

C. Nothing herein, however, shall be deemed to limit a retired member's rights to hospitalization at the Borough's expense in the event the retirement is due to disability prior to the member having acquired twenty-five (25) years of accredited service.

D. The Borough reserves the right to change carriers, so long as not less coverage is provided.

E. 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. This provision is consistent with the language of Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981.

ARTICLE XXV

PRESCRIPTION HEALTH PLAN

- A. The Borough of Glen Rock will become a Participating Employer of the ACTWU Textile Workers Health Plan, and shall remit to the Plan by the tenth of each month for each employee eligible for Plan membership as of the 1st of that month the following amount:

For Employee Without Dependent Coverage\$ 7.25
For Employee With Dependent Coverage\$13.50 x 12 mo =\$162.00
X 27 Men = \$4,374.

- B. In consideration of the Borough's remittance, the Plan shall provide eligible employees with prescription drug benefits.
- C. In the event State or Federal government establishes employee health or welfare benefits similar to those provided by the Plan's benefit program, the Employer, the Union and the Plan shall reconsider the Plan program in order to avoid duplication of benefits and contributions.

If federal law, state statute or a governmental agency requires changes in Plan benefits or if the service benefit organizations (such as Blue Cross, Blue Shield or Group Health Insurance) which may provide benefits under the program institute subscription or premium rate increases, or if upon annual actuarial re-evaluation the costs of other Plan benefits increase, the Employer agrees to pay in addition to the above monthly remittances the applicable increased costs as requested in writing by the Plan.

- D. ELIGIBILITY - All full-time active employees in the collective bargaining unit as of the effective date of this agreement shall become eligible, covered Plan members as of that date.
1. The effective date of an employee's prescription benefits will be the first of the month after six monthly contributions have been made on his behalf except that those employees enrolled on the initial date of the Borough's participation will be eligible for benefits as of that date. The benefits are to be provided for covered employees on the same basis as they are provided for ACTWU Health Plan members.
 2. Newly hired employees shall become eligible for Plan membership and coverage the first of the month after 90 days of active employment or, if not an active employee on that day, on the first of the month after they resume active employment.
 3. Employees reinstated after layoff, shall resume Plan membership and coverage effective immediately after reinstatement.
 4. Employees who cease to be actively employed shall have their Plan membership and coverage terminated at the end of the month in which they are last actively employed, except that:

Prescription Health Plan continued.

(a) Disabled employees on sick leave shall continue to be eligible employees for whom remittance is payable for 30 days after the month in which they last worked.

5. Eligible dependents shall be an employee's spouse and unmarried dependent children or wards up to 19 years of age.

E. The Borough shall provide the Plan office with information about the employees necessary for administering the benefit program and shall abide by the terms of the Agreement and Declaration of Trust which established the ACTWU Textile Workers Health Plan as a jointly administered union-management trust fund.

The Borough will make available to the Plan or its authorized representative employee information requested for the purpose of determining that employees are being correctly enrolled and covered under the Plan's program.

F. If the Borough is more than thirty days delinquent in a monthly remittance due the Plan, coverage for employees may be discontinued as of the end of the last month paid for and the Borough shall be solely responsible for payment of benefits to employees or heirs that would have been payable under the Plan program if coverage had not been discontinued. In such event, however, the Borough's obligation to pay overdue and current remittance shall continue in accordance with the terms of this Agreement. The Borough shall similarly be responsible for benefits for eligible employees for whom he has failed to remit.

In addition to any other remedies available to the Plan or the Union, if the Borough is in default more than thirty days, he shall pay the Plan the greater of \$25.00 or the current IRS penalty rate on the remittance due, for each month such remittance is overdue to compensate the Plan for lost interest and administrative expenses resulting from the delinquency, together with all legal and other fees involved in collection procedures. Further, after a five-day notice to the Borough, the Union shall be permitted to direct employees to discontinue work for the Borough until the default is corrected. This remedy may be exercised by the Union notwithstanding anything in this Agreement to the contrary such as the provisions of the no-strike clause.

ARTICLE XXVI

DENTAL PLAN (Contributory)

A. The Borough of Glen Rock will become a participating employer of the Delta Dental Plan of New Jersey, Inc. a national member of the Delta Dental Plan Association; a not-for-profit service plan.

B. The Borough of Glen Rock reserves the right to change the Dental Plan annually when due to cost analysis, it will save the borough and the employee; provided the cost saving does not reduce the service benefits of the existing plan.

C. The dental plan is a contributory plan whereby each employee participant in the plan will share in the premium costs by a payroll deduction. The employee payroll deduction share each year shall be 15% of the monthly premium cost, figured to the closest whole dollar figure. (Example: if it is over .50¢, it will be the next highest dollar; if it is less than .50¢, it will be the next lowest dollar figure.)

D. Like all dental plans, it requires that all employees in the bargaining group must participate in the plan, and based upon their individual service need of coverage "Single," "Husband and Wife," or "Three Party - Family;" they shall authorize and permit the borough, through payroll deduction - bi-weekly - make deductions to equal the 15% share of the total monthly premium to be paid by the borough to the Delta Dental Plan on behalf of the employee.

Article XXV

Dental Plan continued

E. The borough and the employees shall be governed by the plans policy rules and regulations in all procedural matters relating to enrollment and discharge.

F. Attached is exhibit A. "Current Dental Plan" premium cost schedule. The schedule will be updated from contract to contract and reflect their current premium costs.

EXHIBIT A

Dental Plan

Premium Schedule

<u>Monthly Rates</u>	<u>One Party</u>	<u>Two Party</u>	<u>Three Party (Family)</u>
Program II-A	\$14.76	\$24.74	\$40.91

The above rates are guaranteed for 1989 and 1990 by Delta Dental Associates.

ARTICLE XXVII

SUCCESSORS

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

ARTICLE XXVIII

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 thereby 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 bargainable 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
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992 and shall be in effect to and including December 31, 1994. 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) nor 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 hands and seals at Glen Rock, New Jersey, on this 15 day of April, 1992.

NEW YORK-NEW JERSEY JOINT BOARD
AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION, AFL-CIO

BOROUGH OF GLEN ROCK
BERGEN COUNTY, NEW JERSEY

By: Murray D. Forens

By: Jacqueline Kost

Witness:

Witness:

Carmello DeVita

Robert Stuedemann

Smith Lubin

Article XXXII - Wage Progression for New Hires

New full time hires in the Department of Public Works 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 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.

Article XXXIV - 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 Streets and Roads will be assigned on a weekly basis to pick up dead animals. There shall be a \$25.00 per week stipend paid for this assignment regardless whether or not any animals are recovered from public property. For any call outs or overtime involved, the normal pay treatment will occur according to the current contract. This assignment will be first on a voluntary basis for those employees interested. If there are no volunteers, the assignment will be rotated through all employees and drawn first from one of the standby men assigned for the week. A pager will be assigned to the selected employee for in/out of hour calls.

APPENDIX A

DEPARTMENT OF PUBLIC WORKS

WAGE SCHEDULE - 1992 - 1994

The contract agreement provides for a 5.5% hourly rate increase in 1992, 5.5% in 1993 and 5.5% in 1994.

Streets and Roads

<u>Positions</u>	<u>Base 1991 Rate</u>	<u>5.5% 1992</u>	<u>5.5% 1993</u>	<u>5.5% 1994</u>
Foreman	\$15.41	.85-\$16.26	.89-\$17.15	.94-\$18.09
Mechanic	16.28	.90-\$17.18	.94-\$18.12	1.00-\$19.12
Ass't. Mechanic	15.02	.83-\$15.85	.87-\$16.72	.92-\$17.64
Leadman	14.69	.81-\$15.50	.85-\$16.35	.90-\$17.25
Laborer	14.56	.80-\$15.36	.84-\$16.20	.89-\$17.09

Solid Waste

Positions

Driver	\$15.03	.83-\$15.86	.87-\$16.73	.92-\$17.65
Loader	13.83	.76-\$14.59	.80-\$15.39	.85-\$16.24

2 YR
File Copy

AMENDMENT TO THE AGREEMENT

GLEN ROCK BOROUGH DPW

GROUP NO. 1960-01

IT IS AGREED that in accordance with ARTICLE VI, Section 3 of the Contract between Delta Dental Plan of New Jersey, Inc. and the above group, said Contract is hereby amended effective May 1, 1991 with the changes indicated below:

ARTICLE III, Section 8 is amended to read:

Subscription charges under this Contract shall be as follows:

<u>COVERAGE</u>	<u>MONTHLY CHARGES</u>	<u>Net</u>	<u>Boc</u>
One Party	\$ 20.14	13.27	13.8
Two Party	33.77	27.00	23.15
Three Party	55.82	44.30	24.9

Fixed

24%
2 YR

The above rate(s) is/are guaranteed from May 1, 1991 to April 30, 1993.

ARTICLE VI, Section 3 is amended to read:

(a) The Contract's Subscription Charges in ARTICLE III, Section 8 as stated above may be amended by Delta as of any Anniversary Date by giving at least thirty (30) days prior written notice to the Employer. Employer's payment of the amended charges shall be deemed acceptance of the amendment. If the Employer does not accept the amended subscription charges, this Contract will terminate at the end of the month before the date on which the amended charges would have taken effect.

(b) The other provisions of the Contract may be amended at any time by mutual agreement of the parties provided that such amendment is reduced to writing, executed by the President or his designated representatives and specifies the date the provisions of such amendment shall be effective.

Except as herein amended, all terms and provisions of the Contract shall remain in full force.

GLEN ROCK BOROUGH DPW

DELTA DENTAL PLAN OF NEW JERSEY, INC.

Ronald Sechaf

J. W. Oxford
Executive Vice President

Thomas C. Kahler
Vice President
Underwriting & Actuarial Services