

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

January 1, 2020 through December 31, 2022

INDEX

ARTICLE I	PREAMBLE	4
ARTICLE II	RECOGNITION	5
ARTICLE III	DEDUCTIONS FROM SALARY	6
ARTICLE IV	MANAGEMENT RIGHTS	7
ARTICLE V	GRIEVANCE PROCEDURE	8
ARTICLE VI	UNION BULLETIN BOARD	11
ARTICLE VII	SAFETY	12
ARTICLE VIII	JURY DUTY PAY	13
ARTICLE IX	SENIORITY	14
ARTICLE X	NO STRIKE CLAUSE	15
ARTICLE XI	BEREAVEMENT AND CONDOLENCE PAY	16
ARTICLE XII	WAGES AND RATE OF PAY	17
ARTICLE XIII	VACATIONS	18
ARTICLE XIV	CALL TIME	20
ARTICLE XV	HOLIDAYS, PERSONAL DAYS, AND BONUS DAYS	21
ARTICLE XVI	DISCIPLINE AND DISCHARGE	23
ARTICLE XVII	HOURS OF WORK AND OVERTIME	24
ARTICLE XVIII	SICK LEAVE	29
ARTICLE XIX	LAYOFFS AND RECALL	31
ARTICLE XX	LEAVES OF ABSENCE	32
ARTICLE XXI	VACANCIES AND NEWLY CREATED JOBS	33
ARTICLE XXII	ALLOWANCE FOR UNIFORMS AND SHOES	34
ARTICLE XXIII	NON-DISCRIMINATION	35
ARTICLE XXIV	MEDICAL COVERAGE	36
ARTICLE XXV	PRESCRIPTION HEALTH PLAN	37
ARTICLE XXVI	DENTAL COVERAGE	38

ARTICLE XXVII	SUCCESSORS	39
ARTICLE XXVIII	SEPARABILITY AND SAVINGS	40
ARTICLE XXIX	COMPLETENESS OF AGREEMENT	41
ARTICLE XXX	WAGE PROGRESSION FOR NEW HIRES	42
ARTICLE XXXI	STIPENDS	43
ARTICLE XXXII	EDUCATION AND TRAINING	45
ARTICLE XXXIII	PENSION	46
ARTICLE XXXIV	JOB DESCRIPTIONS	47
ARTICLE XXXV	TERM AND RENEWAL	48
APPENDIX A	WAGE SCHEDULE	49
APPENDIX B	Borough of Glen Rock- Employee Handbook Chapter III, Section 10: Educational Benefits	50
APPENDIX C	DPW ORGANIZATIONAL CHART-DECEMBER 2020	51

ARTICLE I

PREAMBLE

This AGREEMENT entered into on the 1st day of January 2020, by and between the BOROUGH OF GLEN ROCK, in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and the United Public Service Employees Union (hereinafter called the "Union"), represents the complete and final understanding on all negotiated issues between the Borough and the Union.

ARTICLE II

RECOGNITION

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

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

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 day of each month of the succeeding month after deductions were made.

- B. If, during the life of this Agreement, there shall be any changes in the rate of membership dues, the Union shall furnish to the Borough Administrator written notice sixty (60) days prior to the effective date of said change, and shall furnish to the Borough Administrator new authorization from its membership showing the authorized deduction for each employee.

- C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Borough Administrator. The Union shall indemnify, defend, and hold the Borough harmless against all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.

- D. The employees of the Borough acknowledge that the contribution schedule set forth in Chapter 78, P.L. 2011 for medical coverage contributions shall remain in effect during the term of this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

- B. The exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other National, State, County, or Local Laws or Ordinances.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employees having a grievance to discuss the matter informally with any appropriate member of the department.

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of the Department of Public Works (hereinafter called the "Director"), for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.
- (b) The Director shall render a decision within five (5) days after receipt of the grievance.

Step Two:

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

Step Three:

- (a) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the Borough and the grievant. 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 them involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore.
- (c) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses including but not limited to the presentation of witnesses shall be paid by the party incurring same.
- (d) However, no arbitration hearing shall be held sooner than (30) thirty days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Borough elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the Borough shall pay whatever costs may have been incurred in processing the case to arbitration.

D. Miscellaneous Provisions

- 1. Where the word "days" is used in this Article, it shall be construed as meaning working days.
- 2. If the Borough fails to answer a grievance within the prescribed time limits set forth herein, the Union may immediately process the grievance at the next step of the grievance

procedure and if the grievance is not timely processed to the next step within the time limits, it shall be deemed abandoned.

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

ARTICLE VI

UNION BULLETIN BOARD

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

ARTICLE VII

SAFETY

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

- B. It is in the best interests of the Borough and the Union to ensure that all work areas and operations are safe and that employees wear the safety gear that is provided. This includes, but is not limited to: safety vests when working in streets or other areas in conflict with traffic, eye and ear protection when operating leaf blowers, weed whackers or other potentially dangerous noisy equipment, hard hats, gloves, and shields when operating chain saws, and gloves and proper footwear when cleaning equipment or picking up garbage or recycling.
If a foreperson, supervisor, or other authorized Borough official notices a crew working without proper safety equipment, the crew in question will be reminded to wear the safety gear required with the operation. If an employee fails to wear required safety equipment for the second time, then the disciplinary procedures mentioned in the contract may be used by management to compel the wearing of safety equipment in the future. The Borough will also supply hip waders, on an as needed basis, to Municipal Services employees only.

ARTICLE VIII

JURY DUTY PAY

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

ARTICLE IX

SENIORITY

- A. Seniority is defined as the length of continuous service with the Borough. An employee's continuous service shall be broken for the following reasons:
1. Quitting voluntarily;
 2. Discharge for just cause;
 3. Retirement;
 4. Failure to return to work after being recalled from a layoff within one (1) week after being notified by certified mail to return to work, a copy of said letter being furnished to the Union; and Failure to return to work, without good cause, after the expiration of a leave of absence.
- 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.
- D. Temporary Assignment to Foreperson – On occasion where the crew foreperson is absent from the job (a vacation, sick leave, personal day, etc.) the next senior employee working on that crew will assume all the responsibilities and authority of the absent foreperson. Temporary pay treatment will be at the current foreperson rate of pay and will continue for the duration of the temporary assignment. In the case of one foreperson replacing another in a crew assignment, the rate of pay will remain the same. This section (D) pertains only to the Municipal Services Division of the Department of Public Works.
- E. There will be five (5) full time foreperson positions in the Municipal Services Division.
- F. A foreperson position will be added to the Recycling Division in 2021.

ARTICLE X

NO-STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the residents 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 their position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employees duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Borough.

- C. The Union agrees that it will not authorize any strike during the life of this Agreement. It is understood and agreed, however, that any strike not expressly authorized or ratified in writing by the General President of the Union shall be deemed for all purposes an unauthorized strike for which there shall be no liability on the part of the Union, its Local Unions, or Joint Boards. The Union will actively discourage any of its members or persons acting in their behalf or other employees from taking part in any strike, slowdown, walkout, or job action with the normal operations of the Borough and will take whatever affirmative steps are necessary to prevent and terminate such illegal action. In the event of a strike, work stoppage, slowdown, or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union, its members, other persons acting on its behalf, or other employees.

ARTICLE XI

BEREAVEMENT AND CONDOLENCE PAY

- A. The Borough agrees that an employee who suffers a death of an immediate family member (including spouse, child, mother, father, brother or sister, grandchild, grandparent, mother-in-law, father-in-law) shall be granted (5) consecutive days off without loss of regular pay, including the day of funeral.

- B. An employee who suffers the loss of a member of their extended family, including spouse's relatives (brother, sister, grandparent), or any other relative of employee and spouse that has been living under the same roof of the employee, shall be granted three (3) consecutive days off without loss of regular pay, including the day of funeral.

- C. The Borough also agrees to grant one (1) day off with pay to an employee in the case where there is a death of any aunt or uncle.

ARTICLE XII

WAGES AND RATE OF PAY

- A. All employees in the Department of Public Works shall be paid on an hourly basis pursuant to the Appendix A. No employee covered by this Agreement is entitled to any form of longevity pay.
- B. In the event of temporary transfer to a lower paying classification, the employee shall suffer no loss in pay.
- C. An employee assigned the duty of tree climbing shall be paid at the rate of \$39.25 per hour.
- D. When an employee is approved for transfer between one division and another, the employee will be compensated at the rate of pay for that division. The probation period for this transfer will be 120 days, with a review at 60 days of satisfactory performance by the Director. It will be at the discretion of the Director to determine the permanency of such transfer at the end of the probation period.
- E. Beginning 1-1-01 Municipal Services Division personnel working on line painting will receive a ten (10%) shift differential when shift begins prior to regular working hours to a maximum of \$500 extra per person per year.
- F. Beginning 1-1-01 Municipal Services Division personnel operating the street sweeper will receive a ten (10%) shift differential when shift begins at 4 a.m.
- G. Employees shall receive the following increase in salary for each given year of the Contract:
 - January 1, 2020: 2.5%
 - January 1, 2021: 2.5%
 - January 1, 2022: 2.5%
- H. As of January 1, 2020, employees of the Municipal Services Division will have \$1,000 added to their base pay prior to the aforementioned 2.5% salary increase.
- I. As of January 1, 2021, employees of the Municipal Services Division will have \$250 added to their base pay prior to the aforementioned 2.5% salary increase.
- J. As of January 1, 2022, employees of the Municipal Services Division will have \$250 added to their base pay prior to the aforementioned 2.5% salary increase.

ARTICLE XIII

VACATIONS

A. The following vacation schedule shall be in effect:

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

- B. New hires will receive a prorated number of vacation days based on their hire date.
- C. 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.
- D. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to vacation leave.

- E. An employee who becomes hospitalized during their vacation will not be charged vacation leave for their period of hospitalization provided they furnish a doctor's excuse to the Borough.
- F. Any employee separated from service of the Borough for any reason prior to taking their vacation shall be compensated for the unused vacation leave accumulated up to the time of separation.
- G. 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 their anniversary date of employment.
- H. Employees who have not had the opportunity to use all vacation time in a given year may carry over no greater than 50% of their earned vacation time. Vacation carry-over shall be used between January 1st and February 28th of each year.
- I. Employees may submit their requests for vacation time off one year prior to their vacation. All vacation requests are to be submitted by February 1 of the year in which they are to be taken. Seniority will control only for the vacation requests submitted by February 1 of any given year. Thereafter, vacation time off will be granted on a first come-first served basis. Employees have the ability to change their vacation time with written notice to the Director at a minimum of 3 (three) working days prior to the scheduled vacation. Up to 2 (two) employees in each division may be allowed to take vacation at the same time from January 1st to May 31st and from September 1st to December 31st. From June 1st to August 30th, up to 3 (three) employees in each division may be allowed to take their vacation at the same time.
- J. Employees may request to take single vacation days, even when they provide less than two (2) days' notice, provided that there is sufficient staffing on the requested day.
- K. An employee who has bereavement during their vacation will not be charged vacation time for their bereavement period.

ARTICLE XIV

CALL TIME

- A. A minimum of two (2) hours of pay, at the rate of one and one-half (1.5) times the regular rate of pay shall be paid to each employee who is called for emergency work, including snow removal, at other than their regular shift. This shall be paid in addition to any standby pay.
- B. The standby crew shall consist of two (2) employees.
- C. Standby time shall be compensated as follows:
 - i. Employees within the Municipal Services Division will be scheduled for standby duty on a rotating basis, two (2) person crews.
 - ii. Employees scheduled for one week of standby duty, shall receive twelve (12) hours of pay at the straight time call out rate for performing this duty.
 - iii. Employees shall receive 2.5 hours of pay for Saturday Station Time.
 - iv. Employees shall receive 2.5 hours of pay for Sunday Station Time, including garbage pick-up on Rock Road.
 - v. Employees shall be eligible for a minimum of 3 hours pay for an after-hours callout.
 - vi. Employees will be scheduled for standby time on a rotating basis. The senior laborer shall be responsible for the standby crew response.
 - vii. No separate check will be processed for this payment. Such payment will be included in the regular payrolls set by the calendar.
- D. The Director will determine the need for certain personnel to be assigned a cell phone. The cell phone will be in use by the employee during regular tour of duty as well as emergency duty and standby assignments for work-related business, only.
- E. The Borough agrees to provide portable radios for use in three (3) sanitation trucks.
- F. An employee may switch standby assignment one week prior to assignment for the duration of the assignment. Notification will be made to the office administration in writing to ensure compensation to the proper employee. Payment of standby will be made in the following pay period after submitting appropriate documentation. Standby pay will be paid following the standby assignment, or the following pay period.

ARTICLE XV

HOLIDAYS, PERSONAL DAYS AND BONUS DAYS

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

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

B. Notwithstanding the above, employees assigned to the Sanitation Division shall work on the following holidays:

1. Martin Luther King, Jr. Day
2. Presidents' Day
3. Good Friday
4. Columbus Day
5. Veterans Day

Employees in the Sanitation Division will be paid time and one half ~~at 1.5 times their normal rate of pay~~ for working on the aforementioned holidays. They should also be granted five (5) floating holidays that must be used within the calendar year they are earned. The use of these floating holidays is dependent on the Borough maintaining a sufficient number of employees available for work on the date an employee requests to use a floating holiday.

C. 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.

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

1. No more than (2) two employees in any Division (Sanitation, Municipal Services, or Recycling) have approval for the same day being requested. Mechanics shall be placed on a separate

vacation list not to conflict with other members of Municipal Services requesting days off. Both mechanics shall not schedule the same vacation day(s).

2. No emergency condition exists (e.g., snowstorm, major wind, or ice damage, etc.) whereby all available employees are required to work their scheduled tours.
 3. Where there are two (2) employees in any Division with prior approval for the same day off and a request is made by a 3rd employee for that specific day, management will consider the nature of the request and grant or deny the request accordingly.
 4. Personal days must be used within the calendar year assigned.
 5. New hires will receive a prorated number of personal days based on their hire date.
- E. Bonus Personal Day – Each employee shall be entitled to an additional personal day per year, non-accumulative, provided by November 1st of that year, five (5) or less sick days have been used between January and October of that year. Should the employee earn the bonus by November 1st, and then exceed the maximum of five (5) days sick in November and December of that year, they shall lose a personal day the following year. The same guidelines in paragraph C will govern management in granting the employee the requested date for use of this day. The bonus day will be extended for use between November 1 and February 28th, or February 29th in leap years.

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 Chairperson.
- B. An employee may appeal a suspension or discharge beginning at Step Two of the Grievance Procedure.
- C. The Borough is free to evaluate members of the bargaining unit however, the evaluation shall not be the basis of discipline or discharge. Employees will have the right of response to any personnel evaluations conducted by management. Such response shall be placed in the employee's personnel folder.
- D. An employee who feels that their evaluation is inaccurate may choose to grieve their evaluation.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

A. Division of Municipal Services:

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 a.m., (except Sweeper and Stripe Crews occasionally), and shall end at 3:30 p.m. on Friday from Labor Day, to Memorial Day and 6:30 a.m. – 3:00 p.m. from Memorial Day to Labor Day.
3. It is agreed that all employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall punch in/punch out for lunch breaks. Employees shall have 15 minutes wash up time prior to the lunch break and at the end of each workday.
5. Overtime shall be equalized within the Department where practicable.
6. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for:
 - a. Any hours worked in excess of eight (8) hours in any one (1) work day;
 - b. Any hours worked in excess of forty (40) hours in any one (1) work week.;
 - c. Any hours worked on Saturday.
7. For any hours worked on Sunday, employees shall be paid at two (2) times their hourly rate of pay.
8. There shall be no pyramiding of overtime pay.
9. Holidays worked will be paid double time in addition to a regular day's wages.
10. It shall be the policy of the Borough that Municipal Services Employees shall not be required to perform the duties of the Sanitation Division & Recycling with only the following exceptions: On the day of curbside pick-up of comingled or cardboard, newspapers, magazines, and junk mail, up to five (5) Municipal Services Employees (volunteer) can be used to assist in this work. When performing this work, the Municipal Services employees will be considered to be on the incentive pay basis and will be released upon completion of their work and receive a full (8) eight hours day/pay compensation.

11. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Such compensatory time must be used within one (1) year of the time it accrued. In case of an emergency, the Director shall extend the time within which compensatory time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency, the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee. Compensatory time is limited to no more than 16 hours per employee per year, and may not be used until the payroll cycle following the time in which it was earned. If in the event of emergency situations where an employee is mandated to report for work, and the employee who is scheduled for a compensatory day off but is required to work, the compensatory day will be rescheduled.

B. Division of Sanitation;

1. Employees shall work until they have completed their regular work.
2. The work week shall commence on Monday morning at 6:30 a.m. from Labor Day, to Memorial Day and 6:00 a.m. from Memorial Day, to Labor Day. The incentive system shall be maintained.
3. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for:
 - a. Any hours worked in excess of eight (8) hours in any one (1) workday;
 - 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 Sanitation Division 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 Division where practicable.
7. Sanitation Drivers shall be considered the supervisor in charge of each vehicle, including pre- and post-trip verification and inspection, documents in each vehicle.
8. The Sanitation Division shall have three (3) "swing positions," and Management shall have the ability to add more "swing positions" if budget considerations allow for it.
9. Only three (3) Sanitation Drivers shall be assigned to work each day for compensation purposes.
10. There shall be no pyramiding of overtime pay.
11. Holidays worked will be paid double time in addition to a regular day's wages with the following exception:

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

Martin Luther King's Birthday

Presidents' Day

Good Friday

Memorial Day

Labor Day

Columbus Day

Veterans Day

Day after Thanksgiving (beginning in 2007, this day will be paid at double time)

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

12. Snow Days and Similar Types of Emergencies:

- a) At the discretion of the Director and the Borough Administrator, weather that poses a safety issue for the collection of sanitation will solicit authority from the Mayor to declare curbside garbage trash collection in lieu of rear-yard pickup.
- b) In the event solid waste pickup is cancelled due to weather that poses a safety issue, drivers and loaders will be notified that regular sanitation collection has been cancelled and those employees shall be paid the regular day's wages. Swing positions must report to work as scheduled.

13. When snow conditions require the Borough to hire additional labor for plowing or shoveling, (not for equipment rental), the Director will first ask Sanitation Division employees to work before subcontractors are called in.

14. Start time for the Sanitation Division will be 6:30 am Labor Day, to Memorial Day and 6:00 am Memorial Day, to Labor Day. Municipal Services employees, respectively, will start at 7:00 am and 6:30 am.

15. One hour of overtime will be paid for special pickups in the Sanitation Division.

16. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Compensatory time is limited to no more than 16 hours per employee per year, and may not be used until the payroll cycle following the time it was earned. Such compensatory time must be used within one (1) year of being earned. In case of emergency, the Director shall extend the

time within which comp time can be taken. Compensatory time off shall not be granted during an emergency. In the case of emergency compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied.

17. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off (but) is required to work the compensatory day will be rescheduled.

18. Substitute Drivers

Any Sanitation Division employee filling in for an absent sanitation driver will receive driver's pay for an eight (8) hour day. Such employee will receive driver's pay when acting as the driver on the truck until such time the driver returns from absence. The selection of 'fill-in driver' is based on seniority.

19. There shall be a rotating overtime list established for the Sanitation Division.
20. The position of "Swing position" in this contract is hereby acknowledged and such distinction will be given to the three (3) employees last hired in the Sanitation Division (comprised of ~~11~~ 12 employees in total: 3 drivers, 6 loaders and ~~2~~ 3 swing positions).
21. As of January 1, 2018, the sanitation department employees will have the responsibility of picking up cardboard, newspaper, magazines and junk mail, Borough-wide.

C. Recycling Division:

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.
2. The work week shall normally commence on Monday morning at 7:00 am and end at 3:30 pm on Friday.
3. It is agreed that all full-time employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall have fifteen (15) minutes paid wash up time at the end of each work day.
5. Overtime shall be equalized within the Division where practicable.
6. Employees will be paid time and one half for all hours worked over 8 hours in one day or any hours worked in excess of forty (40) hours in one week.
7. If an employee has worked forty (40) or more hours during a week and is required to work on a Sunday of that same week they will be paid at double time.
8. There shall be no pyramiding of overtime pay.

9. Holidays worked will be paid double time in addition to a regular day's wages.
10. It shall be the policy of the Borough that Recycling employees shall not be required to perform duties of Sanitation Division with only the following exception:
 - a) As of January 1, 2018, the Recycling Division employees will have the responsibility of picking up commingled aluminum, tin and metal cans, glass, plastic #1,2,5, and aseptic cartons. ~~bottles/cans.~~
 - b) On the day of curbside pickup of cardboard and paper products, Recycling employees can be used to assist in this work but are not required to pick up rear yard household trash.
11. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Compensatory time is limited to no more than 16 hours per employee per year, and may not be used until the payroll cycle following the time it was earned. Such compensatory time must be used within one (1) year of being earned. In case of emergency, the Director shall extend the time within which compensatory time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency, the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee.
12. The Borough has the option of instituting summer hours per prior practice. One (1) week prior to the start of summer hours, the appropriate change will be posted on the Union bulletin board.
13. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off is required to work the compensatory day will be rescheduled.
14. In the event of snow days or other similar types of emergency conditions, the Recycling Division will receive the same consideration with regard to hours to be worked as the Municipal Services Division employees.

D. Vehicle Maintenance Division (Mechanics):

1. Three (3) mechanics in this Division will be allotted a seven hundred and 50 dollars (\$750.00) per year tool allowance. A list of tools purchased on an annual basis will be kept and filed with the Director.
2. Mechanics shall be placed on a separate vacation list as not to conflict with other members of the Municipal Services Division requesting days off. Both mechanics shall not schedule the same vacation day(s).

ARTICLE XVIII

SICK LEAVE

- A. Individuals employed by the Borough as of 6/30/14 will be entitled to fifteen (15) sick days per year with a maximum accumulation of 120 days.
- B. All other employees shall earn sick time at a rate of ten (10) hours of sick time per one (1) month work.
- C. Employees may use accrued sick time hourly.
- D. Employees who begin their employment with the Borough on or after 7/1/14 will be capped at \$12,000 for payment for unused sick leave under this section.
- E. Reporting of Absence or Sick Leave:
 - 1. If an employee is absent for reasons that entitle them to sick leave, their Supervisor shall be notified each day within (30) minutes of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
 - 2. Failure to so notify their supervisor may be cause of a denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- F. Verification of Sick Leave:
 - 1. An employee who has been absent on sick leave for three (3) consecutive days will be required to submit acceptable medical evidence (signed doctor's note) substantiating the illness.
 - 2. If an employee has accumulated one hundred twenty (120) days of sick leave, they may be absent for four (4) consecutive days before being required to submit acceptable needed evidence (signed doctor's note) substantiating the illness.
 - 3. After twelve (12) sick day absences in a given calendar year, the employee is required to submit acceptable medical evidence (signed doctor's note) substantiating illness for any additional sick days for that calendar year. If a note is not submitted, the sick day will be unpaid.
- G. Sick Bank

Employees who were employed by the Borough on or before 6/30/14 will be permitted to accrue up to 240 sick days after 18 years of employment. Employees who begin employment with the Borough on or after 7/1/14 will not be entitled to accrue more than 120 days. Sick days will only be deducted from these accumulated days in those instances where a member exceeds the allotted sick days in any given calendar year. However, no sick leave accumulated under this section is intended to increase compensation due upon retirement set forth in Section "D" of this Article.

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

I. Sick Leave Incentives

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

ARTICLE XIX

LAYOFFS AND RECALL

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

Should the Borough decide to subcontract or privatize bargaining unit work, it will negotiate with the Union over issues of severance pay and COBRA benefits for displaced employees. Displaced employees will be given the choice of bumping into another bargaining unit position for which they are qualified, based on seniority, or of being laid off.

ARTICLE XX

LEAVES OF ABSENCE

- A. It is mutually understood and agreed by the Borough and the Union that unpaid leaves of absence, upon expiration of accumulated sick leave, may be granted upon application for reasons of sickness or disability in the discretion of the Borough which shall not be grievable. It is further understood that during such leaves of absence seniority shall be maintained and accumulated.
- B. Employees of the Borough shall have the right to make application for unpaid leave of absence in pursuit of personal cause for a period not to exceed ninety (90) days. Said leaves will be granted by the Borough in its discretion which shall not be grievable, and seniority shall be maintained and accumulated.
- C. Any employee entering the military service shall be required to obtain a written unpaid leave of absence. It is agreed that the seniority rights of any employee who volunteers or is drafted into the United States Armed Forces, or is commandeered by the government into some other industry shall be maintained and said employee shall be returned to this former position with thirty (30) days after their discharge.
- D. One (1) elected delegate shall be granted up to ten (10) days unpaid leave to attend a Union convention.
- E. Records shall be kept on all leaves of absence granted by the Borough and shall be made available to the Union.

ARTICLE XXI

VACANCIES AND NEWLY CREATED JOBS

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

ARTICLE XXII

ALLOWANCE FOR UNIFORMS AND SHOES

- A. The Borough shall provide employees with uniforms for each year this Agreement is in effect.
- B. The Borough-issued uniforms will include rain gear and a winter jacket mutually approved by management and the Union.
- C. The Borough-Issued uniforms must be worn during the entire work day. Employees who fail to wear a Borough-Issued uniform will be subject to discipline.
- D. 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.
- E. When requested by the individual employee, uniforms purchased shall be 100% cotton.
- F. If an employee reports to work without the proper uniform, they will be required to punch out, and given the opportunity to go home to attain the proper uniform and punch back in for compensation purposes.

ARTICLE XXIII
NON-DISCRIMINATION

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

ARTICLE XXIV

MEDICAL COVERAGE

- A. The Borough will provide hospitalization and major medical benefit program and prescription drug program through the New Jersey State Health Benefits Plan (NJSHB) for full time employees exceeding 30 hours per week. Employees shall continue to contribute towards their health care benefits in accordance with the contribution schedule set forth in P.L. 2011, c. 78.
- B. Newly hired employees shall become eligible for NJSHB coverage 60 days following their first day of active employment.
- C. The Borough reserves the right to change carriers, so long as the coverage is equal or greater to the coverage that is currently provided by NJSHB.
- D. Consistent with language of Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981, the Borough agrees to provide medical coverage to employees who retire from the Borough with 25 years of service accredited under the Public Employees Retirement System (PERS). However, employees will continue to be required to contribute towards their health care benefits in retirement, consistent with the terms set forth in P.L. 2011, c. 78.
- 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, consistent with language of Chapter 88, P.L. 1974, as amended by Chapter 436, P.O. 1981. For employees who begin employment on or after July 1, 2014, the Borough will discontinue paid medical coverage for the surviving spouse of a deceased retired employee once the surviving spouse becomes eligible for medical coverage. The terms and conditions set forth in P.L. 2011, c. 78 shall remain in effect for the duration of this Agreement.
- F. The employees of the Borough acknowledge Chapter 78, P.L. 2011 for medical coverage contribution.

ARTICLE XXV

PRESCRIPTION HEALTH PLAN

* See Article XXIV

ARTICLE XXVI

DENTAL COVERAGE

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

ARTICLE XXVII

SUCCESSORS

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

ARTICLE XXV III

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

COMPLETENESS OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiated issues which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXX

WAGE PROGRESSION FOR NEW HIRES

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

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

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

ARTICLE XXXI

STIPENDS AND PAY DIFFERENTIAL

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

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

- a. The annual 2.5% salary increases set forth in Article VII above, shall be applied to this stipend for the years 2021 and 2022.**

B. Back-Up Bus Driver:

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

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

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

Eligibility to participate as a back-up bus driver will be determined on a seniority basis.

C. Back-Up Sidewalk Inspector: A

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

D. New Jersey Licensed Sewer Operators:

- a. The Sewer Operator stipend will be an annual appropriation of four thousand (\$4,000) dollars per year added to the base pay of the individual holding the position. This amount shall be increased by 2.5% on January 1, 2022.**

- b. The Assistant Sewer Operator stipend will be an annual appropriation of fifteen hundred (\$1,500) dollars per year added to base pay of the individual holding the position. This amount shall be increased by 2.5% on January 1, 2022.**

ARTICLE XXXII

EDUCATION AND TRAINING

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

ARTICLE XXXIII

PENSION

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

ARTICLE XXXIV

JOB DESCRIPTIONS

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

ARTICLE XXXV
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2020 and shall be in effect to and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals at Glen Rock, New Jersey, this 20th day of July, 2021.

UNITED PUBLIC SERVICE EMPLOYEES UNION

By: _____

Witness:

Marie E. Richard-Haubold

[Signature]
[Signature]
[Signature]

BOROUGH OF GLEN ROCK
BERGEN COUNTY, NEW JERSEY

By: _____

Witness:

[Signature]

APPENDIX A

WAGES

	<u>2020</u>	<u>2021</u>	<u>2022</u>
MUNICIPAL SERVICES			
FOREPERSON	\$40.60	\$41.74	\$42.91
MECHANIC	\$42.85	\$44.04	\$45.26
ASST MECHANIC	\$41.24	\$42.39	\$43.57
LABORER	\$38.37	\$39.45	\$40.56
SANITATION			
DRIVER	\$39.13	\$40.11	\$41.12
LOADER/SWING	\$36.02	\$36.92	\$37.84
RECYCLING			
DRIVER	\$39.13	\$40.11	\$41.12
LABORER	\$36.95	\$37.87	\$39.79

APPENDIX B

BOROUGH OF GLEN ROCK- EMPLOYEE HANDBOOK

Chapter III, Section 10: Educational Benefits

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

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

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

**Borough of Glen Rock – Department of Public Works
Organizational Chart**

