

AGREEMENT

between

BOROUGH OF MADISON

and the

TEAMSTERS LOCAL UNION NO. 469

FOR THE TERM COMMENCING JANUARY 1, 2015
AND ENDING DECEMBER 31, 2017

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ARTICLE I

RECOGNITION

The Borough of Madison, New Jersey recognizes Local Union 469 I.B.T. as the sole and exclusive bargaining agency for all full-time employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment. ✓

ARTICLE II

SCOPE OF BARGAINING UNIT

This Agreement covers all full-time employees employed by the Borough of Madison, Madison, New Jersey in: WATER, SANITATION, ROADS AND PARKS AND MECHANICAL SERVICE CLASSIFIED AS TRUCK DRIVERS, LABORERS, EQUIPMENT OPERATORS, FOREMEN, LEAD MEN, METER READERS, CUSTOMER SERVICEMAN, SECOND CLASS TRUCK DRIVER, MECHANICS AND WATER UTILITY MEN, STATION OPERATOR AND BUILDING CUSTODIAN AND HEAD CUSTODIAN, BUT EXCLUDING OFFICE CLERICAL, CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES, POLICEMEN, FIREMEN AND SUPERVISORS WITHIN THE MEANING OF THE ACT. The current General Foreman James Sodano shall remain in the Local Union 469 I.B.T. until his retirement. Thereafter, the title of General Foreman shall not be within the scope of the bargaining unit.

* Supervisors and other excluded personnel shall not be permitted to perform any work normally performed by employees covered by this Agreement except under emergency conditions. *omitted*

The Borough shall not employ any contractor(s) while any employee is on layoff, nor shall any employee be laid off if any contractor(s) is performing work associated with the bargaining unit.

ARTICLE III

RATES OF PAY

- OK
1. Each full-time employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and Rate of Pay in the Schedule which is attached hereto and made part of this Agreement. Foremen shall not perform work of any other classification except as follows:
 - (a) Under emergency conditions, or
 - (b) According to present practice in the Mechanical Service Department, or
 - (c) In the absence from work of regular employees.

The base salaries shall be increased as follows:

2015 - 2%;
2016 - 2%;
2017 - 2%.

2. Any full-time position not covered by the attached Schedules or any full-time positions which may be established during the life of this Agreement shall be subject to negotiations between the Borough and the Union. The employer maintains the right to create a new classification

and rate of pay for that position. In the event of dispute between the Union and the employer regarding such classification and rate of pay, such dispute shall be submitted to grievance procedure for settlement, and if the parties cannot agree, to arbitration.

3. a) The work week shall commence at 12:01 a.m. Monday and end 12:00 midnight the following Sunday.
b) Paydays will be on the 1st and 15th of each month for a total of twenty-four pays per year. The first pay of the year will be paid on the first working day of the year. In all other cases, when the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.
4. The Progression Schedules attached to and a part of this agreement, marked Public Works Wages, are to be followed for all employees covered by this article (Article III) for the life of this Agreement.
5. \$2,500 shall be paid annually to the licensed water operator (LWO) responsible for Madison's water system. The LWO shall be required to post and utilize his/her license as a term and condition of employment.
6. \$2,500 shall be paid annually to the licensed sewer operator (LSO) responsible for Madison's sewer system. The LSO shall be required to post and utilize his/her license as a term and condition of their employment.

A R T I C L E I V

HOURS OF WORK

All full-time employees covered by this agreement shall be scheduled for eight (8) hours each day, Monday through Friday. Unless otherwise specified herein, the day shall start at 7:00 a.m. and end at 3:30 p.m. The Borough shall allow, without pay, a one-half (1/2) hour lunch period each day between 11:30 a.m. and 1:00 p.m.

SWEeper: 5:00 a.m. to 1:00 p.m. (no lunch period) Monday through Friday. The DPW Superintendent has the discretion to adjust the Sweeper's work hours on a seasonal basis if operating conditions make this necessary.

BUILDING CUSTODIAN - 3:30 p.m. to 12:00 midnight (with one half hour lunch period without pay) Monday through Friday.

It is understood that these working hours are subject to change if operating conditions make this necessary.

STATION OPERATOR: Station Operators will work a daily schedule of 7:00 a.m. to 3:30 p.m., Monday through Friday, with a one-half (1/2) hour staggered lunch period (without pay):

One man - 12:00 p.m. to 12:30 p.m.

One man - 12:30 p.m. to 1:00 p.m.

SATURDAY: One man from 8:00 a.m. to 10:00 a.m., at one and one-half (1-1/2) times the regular rate.

SUNDAY: One man from 8:00 a.m. to 10:00 a.m. at two (2) times the regular rate. Minimum Sunday callout provisions of ARTICLE VI do not apply. ✓

HOLIDAYS: One man each Holiday from 8:00 a.m. to 10:00 a.m. The Station Operator who works on a Holiday shall receive, in addition to Holiday pay, one and one half (1-1/2) times his/her straight time hourly rate for a minimum of four hours except for Christmas and New Year's Day when all hours worked shall be at double time. All hours worked in excess of four hours shall be paid at one and one half (1-1/2) times the rate for actual hours worked except on Christmas and New Year's Day when pay shall be at double time. ✓

VOLUNTARY SECOND SHIFT: Employees may volunteer to work a shift which starts and ends two hours after the normal shift whenever the Borough needs this second shift at no additional compensation. ✓

The following additional conditions shall apply to all full-time employees covered by this Article: ✓

1. The Borough shall allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) or more hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work. ✓
2. The Borough shall allow employees sufficient time to return to the Garage or to the Water and Light Plant to eat their lunches. The foreman is responsible for the punctual arrival of employees. In no case shall employees arrive at the garage or Water and Light Plant earlier than five minutes before lunchtime. ✓
3. The Borough shall also allow a paid coffee break not to exceed fifteen (15) minutes once during each four (4) hour period. ✓
4. Employees on active payroll who report to work shall be guaranteed a minimum of eight (8) hours work or straight time pay in lieu thereof. ✓
5. The Borough shall grant employees, for each overtime lunch period, a meal allowance up to fifteen dollars (\$15.00). An allowance up to thirteen dollars (\$13.00) for breakfast will be allowed to an individual called out one hour or more before the normal morning starting time. The Borough shall grant employees for each one-hour dinner period a meal allowance up to eighteen dollars (\$18.00). ✓
6. Employees performing emergency work for more than four (4) consecutive hours outside their normal workday may take a rest period of one (1) hour after the fourth consecutive hour of such work. ✓
7. The Borough shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty hours in the work week. ✓
8. If, because of severe weather conditions, the Governor or Mayor orders closing of the Municipal offices, those essential employees who come to work shall be given a compensating day off at a time mutually convenient to the employee and his/her department head. ✓

A R T I C L E V

OVERTIME-PREMIUM PAY

1. One and one-half (1-1/2) times the straight time rate of pay shall be paid for all work:
 - a) Performed in excess of eight (8) hours in any twenty-four (24) hour period.
 - b) Performed prior to starting time (as defined in SECTION B).
 - c) Performed after quitting time (as defined in SECTION B).
 - d) Performed on Saturday.
2. In addition to Holiday pay, an employee who works on the Holiday (except Christmas and New Year's Day, when all hours worked shall be paid at double time) will be paid one and one-half (1-1/2) times his/her straight time hourly rate for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid for at one and one half (1-1/2) times rate for actual hours worked. ✓
3. Employees called in to work on Sunday shall be given a minimum pay of four (4) hours at double their regularly hourly rate of pay. For all hours worked on Sunday beyond the four (4) hours minimum the employee shall receive double his/her regular straight time rate for all hours worked. ✓
4. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked after the normal quitting time as defined in ARTICLE V on Christmas and New Year's eves. ✓
5. *MISSING OR NEW LANG.* Employees called in to work on Saturday, or following the regular scheduled day's work Monday through Friday, shall be guaranteed a minimum pay of two (2) hours at one and one-half (1-1/2) times the straight time hourly rate of pay. The minimum call-in guarantee of two (2) hours does not apply when early start hours are scheduled.
6. When a water survey project requires evening hours for four (4) or more days, the employees involved shall be paid a time and one half rate for this evening work as a differential for changing their hours to the evening shift. *OMITTED*
7. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work. ✓
8. An employee in Public Works, Sewer and Water Utility who is on standby for a one week period shall be paid an amount equal to eighteen (18) hours pay at the employee's straight time rate. ✓
9. Employees on Standby need not remain at home, however, they shall leave a telephone number whereby on callout they can readily be reached so that they can arrive at the destination within one-half (1/2) hour. This Standby provision applies to all departments.

10. There shall be one Water Utility Employee on Standby each week. The employee on Standby will be called out on all Water calls listed below:
 - A. When an electrical interruption of any type occurs which adversely affects water operations.
 - B. When alarms at Kings Road or James Park Substations go off affecting water operations.
 - C. When alarms for High Water and Low Water go off.
 - D. Water main leaks, hydrants and water meter leaks.
11. There shall likewise be two (2) employees only from Public Works and Sewer Workers selected to serve on Standby each week.
12. The period of Standby shall be from the end of the regular workday as defined by ARTICLE V on Friday through seven (7) days ending at the end of the regular workday on Friday.
13. There shall be no pyramiding of overtime and/or premium pay provisions.

A R T I C L E V I

UNIFORMS AND SAFETY EQUIPMENT

1. The Borough shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner which will ensure safety operation.

Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline. Employees are to report to their immediate supervisor any defects or unsafe conditions discovered on any equipment. The supervisor shall thereupon call the Shop Mechanic Foreman to inspect the equipment in question and in case of defect order the equipment into the shop for correction.

The Borough shall provide each employee on a fair, wear and tear basis safety glasses, safety hats, gloves, galoshes, raingear and other protective clothing or equipment necessary in the performance of his/her duties.

The Borough shall further provide uniforms for each employee:

5 Cotton Pants	6 T-Shirts
3 Cotton long-sleeve shirts	1 Jacket
1 Hat	

Employees are solely responsible for the purchase and maintenance of his/her boots. Employees are solely responsible for the maintenance of his/her uniforms. The Borough will supply each member of the Water, Sewer and Mechanics Department with a pair of coveralls and will replace them as needed.

Safety flashing lights shall be conspicuously mounted on all motorized equipment.

The Borough shall make available clean and adequate wash, toilet and locker facilities.

ARTICLE VII

HOLIDAYS

Each of the following Holidays are recognized by the Borough and shall be paid for as eight (8) hours at the straight time hourly rate without performing work:

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Presidents' Day | 8. Veterans' Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Floating Holiday |

A paid Holiday shall be considered as a day worked for the purpose of computing overtime.

Should any of the listed Holidays fall on Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed Holidays fall on Sunday, the following Monday shall be considered the Holiday and paid accordingly.

The floating holiday will be selected by management after consultation with the Union.

ARTICLE VIII

VACATIONS

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

Period of Employment	Vacation
0-1 year of service	.83 days for each full month worked up to a maximum of ten 10 workdays in the first calendar year
Each year thereafter:	
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks
20 years service	21 days
21 years service	22 days
22 years service	23 days
23 years service	24 days
24 years service	5 weeks

1. In the matter of five (5) weeks vacation allowance, it is agreed that in an emergency an employee entitled to five (5) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted four (4) consecutive weeks vacation whenever possible.

2. In the matter of four (4) weeks vacation allowance, it is agreed that in an emergency an employee entitled to four (4) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted three (3) consecutive weeks vacation whenever possible.
3. In the matter of three (3) weeks vacation allowance, it is agreed that in an emergency an employee entitled to three (3) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted two (2) consecutive weeks vacation whenever possible.
4. In such cases where the Borough makes a request for an employee to work one week of his/her vacation, the Borough will be neither unreasonable nor arbitrary.
5. Vacation may be taken at any time during the year subject to the approval of the Department Head. Vacations shall be selected and scheduled by April 15th of each year. Employees shall be given preference in the selection of vacation periods within each department on the basis of bargaining unit seniority.
6. In the event of a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.
7. The vacation entitlement of each employee will be determined according to the anniversary date of hire. If an employee severs employment with the Borough prior to taking vacation, he/she or she will be granted pay for vacation days earned. Vacation days earned during the last year of service will be determined by dividing the total vacation days allowable by twelve (12), multiplied by actual months served during that anniversary year.
8. If an employee severs employment with the Borough after taking vacation in advance, said employee shall reimburse the Borough for days taken in excess of those allowed. Allowable days will be determined by the provision set forth in Section 7 above. An employee does not accrue vacation time when on a leave of absence. During a calendar year in which an employee has been granted a leave of absence, the employee shall earn vacation time on a monthly basis based on the number of years of service.
9. Vacation benefits will be paid on the basis of a forty (40) hour week. Vacation pay will be paid, upon request, on the payday prior to the start of the vacation period.
10. A discharged employee will not be entitled to vacation benefits.

11. There shall be posted in each department an open schedule on which employees shall indicate their vacation preferences, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preferences to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.
12. The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Shop Steward and the Department Head.
13. If while on vacation an employee is hospitalized, at the employee's option, the vacation may be canceled in place of sick benefits. The remaining vacation period will be rescheduled upon return to work by agreement with the Department Head.
14. One half of a workday is the smallest unit considered in computing and/or utilizing vacation leave.
15. For those employees who were hired on or after 1985, vacation days earned during the last year of service will be determined by dividing the total vacation days allowable by 12, multiplied by the actual months served in the last year of service.

ARTICLE IX

PERSONAL DAYS

1. Each employee shall be allowed three (3) days of personal leave per calendar year with full pay.
2. A personal day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal days cannot be used in connection with a Holiday and must be taken one at a time.
3. Whenever possible, an employee shall submit notice forty-eight (48) hours in advance to his/her supervisor of his/her intention to use a personal day.

ARTICLE X

SICK LEAVE

1. New employees with less than two (2) full years of service shall accumulate 1.083 sick leave days for each full month worked. New employees shall be entitled to thirteen (13) sick leave days at the beginning of their third calendar year. *LANG ADDED*
2. Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year.
3. Unused sick leave days shall be cumulative from year to year with the maximum accumulation of 325 days.

4. An employee on sick leave more than four (4) consecutive days shall submit acceptable medical evidence substantiating the illness.
5. For a maximum of one (1) year following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Worker's Compensation payments he/she may receive and the amount he/she would have earned in straight time wages working a regular forty (40) hour week. Sick days shall not be used for this purpose.
6. Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by Council through the Borough Administrator of extension beyond six months.
7. Employees on sick leave will continue to accrue seniority.
8. Employees hired before January 1, 2006 reaching retirement age will be entitled to receive one (1) day pay for every two (2) sick days, up to a total of one hundred (100) days' pay. Employees hired after January 1, 2006 shall receive one (1) day pay for every three (3) sick days up to a maximum of one hundred (100) days' pay. Employees hired after November 1, 2015 shall receive one (1) day pay for every four (4) sick days up to a maximum of one hundred (100) days' pay.

A R T I C L E X I

FUNERAL LEAVE

In the event of a death of a spouse, parent or child a five-day leave of absence with pay will be granted to the employee. In the event of the death of a father-in-law, mother-in-law, sister or brother or a relative who resides with the employee, a three-day leave of absence with pay will be granted to the employee. For all other relatives a one-day leave with pay will be granted.

A R T I C L E X I I

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he/she will be paid his/her regular daily earnings for such times as he/she is required to be in attendance in Court.

A R T I C L E X I I I

MILITARY LEAVE

1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.
2. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance.

ARTICLE XIV

HEALTH CARE INSURANCE PROGRAM

1. Employees of the department covered by this Agreement and eligible members of their families shall receive medical and health insurance coverage as provided by the Borough to its other full-time employees. All employees will be eligible to participate in the State Health Benefits Direct 15 Program as it may be amended or modified hereafter. All employees will contribute toward the cost of full coverage for them and their eligible dependents in accordance with State law. Should the Borough decide to provide insurance coverage outside the State Health Benefits Program, the plan will be substantially equivalent to the SHBP Direct 15 Program. The prior medical reimbursement fund is no longer in force and effect.
2. A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased with a maximum employer contribution of \$300 per each employee that elects coverage.
3. Subject to the requirements of State law, an employee who agrees to turn down Health Insurance coverage shall be eligible to receive twenty-five (25%) of the annual premium savings not to exceed \$5,000.00 from the Borough at the end of each full year the Borough does not pay for this employee's health insurance.

ARTICLE XV

LEAVE OF ABSENCE

1. A recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business outside the premises of the Borough.
2. In case of necessity, an employee may request permission from the Council, through the Borough Administrator, for leave of absence without loss of pay. Approval by the Administrator must be in writing fixing the duration of absence.

ARTICLE XVI

PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

ARTICLE XVII

SENIORITY

1. The first ninety (90) business days of employment shall constitute a trial period. The Borough shall have the right to discharge a newly hired employee during the trial period without assigning any reason for the discharge and such employee shall not have any recourse whatsoever under the Grievance Procedure.

ANY ON EXTENSION.

2. Seniority for the purpose of this Agreement is defined as follows: ✓

- (a) Bargaining unit Seniority is the employee's total employment service within the bargaining unit and is determined by the date the employee enters the bargaining unit.
- (b) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee enters the classification.
- (c) Departmental Seniority is the employee's employment service within a particular department. Departmental Seniority is determined by the date the employee enters the department.

Employees shall have preference to employment, recall from layoff, transfer, promotions, bidding and vacation selection in accordance with their applicable Seniority position.

Seniority shall prevail in all matters where a preference of selection involves two or more employees.

MISSING IN
NEW CONTRACT

ARTICLE XVIII

PROMOTIONS, DEMOTIONS AND TRANSFERS

- 1. It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees. ✓
- 2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.
- 3. Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for forty-eight (48) hours and will include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.
- 4. Promotions shall first be offered to the most senior qualified employee within the department where the vacancy occurs, if he/she has bid for the job. If no such employee bids then the job shall be offered to the most senior qualified employee who bids from within the bargaining unit. If no such employee exists, then the Borough may hire outside for the job.
- 5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.
- 6. Any employee at the top of a salary range who is promoted to a higher range shall be granted a step increase in that range after six (6) months of satisfactory work.
- 7. An employee hired as a Second Class Truck Driver, Mechanic, Utility Man or Equipment Operator shall be eligible for advancement to the first class range after two years of satisfactory performance. Upon completion of his/her second year of satisfactory service the employee is eligible to test for the

on file
open

first class position in his/her job title. If he/she passes the standard test established, he/she is promoted. If he/she fails, he/she is eligible on his/her next anniversary to retake the test. The senior man in the job title to be tested shall have input in this process.

8. The Borough will notify the Union, in writing, of any promotions, demotions, transfers. *NEW LANG*
9. The establishment of a Lead Man position on the salary schedule will not affect existing foremen positions in Parks, Roads and Mechanical Services. The Borough will do everything it can to fill openings in foremen titles as it has in the past, subject to the budgetary constraints and the recommendations of a DPW personnel and management study currently underway at the time of contract execution. *MISSING LANG*
10. The Borough and Union have agreed on the creation of a Laborer position with a salary range of \$32,640 to \$53,040. Laborers shall be eligible for overtime immediately and stand-by pay after six (6) months of meritorious service. Laborers are eligible to be promoted to Truck Driver 2 after three (3) years of meritorious service and acquisition of his/her CDL License. Promotion is at the recommendation of the DPW Superintendent and formal approval by the Madison governing body.

A R T I C L E X I X

LAYOFFS AND RECALL

1. The Borough may lay off employees only due to a permanent lack of work. *MISSING LANG*
2. In such event employees may be laid off in the order of least bargaining unit seniority within their respective department and classification.
3. Notice of such layoffs shall be given one (1) month before the scheduled layoff.
4. Any employee laid off shall be placed on the recall list for a period of one year.
5. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall.
6. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.
7. The Borough will notify the Union, in writing, of a layoff or termination of employment.

A R T I C L E X X

DISCHARGE AND DISCIPLINE

1. The Borough shall not discharge, discipline or suspend any employee without just cause.

2. Before an employee is disciplined or suspended, the appropriate Union Steward shall be notified and may be present when the action is taken. In the case of a suspension, the Union shall be notified at its office at the earliest possible time after the action has been taken.
3. The Union shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; a Union representative may meet with the Borough representative to review and discuss the matter within said twenty-four (24) hour period.
4. When warnings are given in writing, a copy of such warning shall be given to the employee, the Union at its office, and the Shop Stewards.

A R T I C L E X X I

NOTIFICATION TO THE UNION

1. The Borough will notify the Union, in writing, of any promotions, demotions, transfers.
2. The Borough will notify the Union, in writing, of a layoff or termination of employment.
3. The Borough will provide the Union with an updated list of covered employees which shall be a copy of the salary and wage ordinance.
4. All written notification shall be made to:

Secretary-Treasurer
Teamsters Local Union 469
3400 Highway 35 - Suite 7
Hazlet, New Jersey 07730

with copies to Shop Stewards.

A R T I C L E X X I I

PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line.

A R T I C L E X X I I I

GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.
2. An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.