

AGREEMENT BETWEEN  
POMPTON LAKES  
BOROUGH EMPLOYEES ASSOCIATION  
AND BOROUGH OF POMPTON LAKES

---

JANUARY 1, 2007 THROUGH DECEMBER 31, 2012

---

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
	PREAMBLE	V
I	RECOGNITION	1
II	EFFECTIVE DATE OF AGREEMENT	2
III	SENIORITY	3
IV	HOURS OF WORK	5
V	GREIVANCE PROCEDURE	7
VI	DISCHARGES AND DISCIPLINE	11
VII	STRIKES AND LOCKOUTS	12
VIII	DEATH IN FAMILY LEAVE	13
IX	HOLIDAYS/PERSONAL DAYS	14
X	ANNUAL VACATION	16
XI	TERMINAL LEAVE	18
XII	JOB CONDITIONS	19
XIII	SICK LEAVE	21
XIV	MANAGEMENT RIGHTS	24
XV	LONGEVITY	26
XVI	MEDICAL INSURANCE	27
XVII	SALARIES	29
XVIII	OVERTIME	31
XIX	DISABILITY COMPENSATION	32
XX	DISCRIMINATION AND COERCION	33

TABLE OF CONTENTS (Continued)

<u>ARTICLE</u>		<u>PAGES</u>
XXI	UNION ACTIVITY	34
XXII	SEPARABILITY AND SAVINGS	36
XXIII	PERSONNEL FILES	37
XXIV	FULLY BARGAINED AGREEMENT	39
XXV	DURATION	40
	SCHEDULE A	41

## CONTRACT

THIS CONTRACT made by and between the POMPTON LAKES EMPLOYEES' ASSOCIATION, Pompton Lakes, New Jersey, hereinafter referred to as the "ASSOCIATION" and the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "BOROUGH".

## PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and conditions of employment will promote a spirit of cooperation between the BOROUGH and its employees represented by the ASSOCIATION and that the employees represented thereby will serve to maintain and increase individual efficiency and quality of service so as to avoid interruption and interference with the efficient operation of the BOROUGH and this contract will express the complete agreement on all negotiable terms and conditions of employment between the parties so that the BOROUGH will receive a fair day's work for a fair day's pay as provided for in this contract. The ASSOCIATION is in full agreement with the objective of employee performance and efficiency consistent with the safety, good health and sustained effort of such employees.

ARTICLE I

RECOGNITION

SECTION I

The BOROUGH hereby recognizes that the ASSOCIATION is the exclusive representative for collective negotiations and bargaining concerning the terms and conditions of employment of the employees in said bargaining unit. However, nothing herein shall be so construed as to prevent any official of the BOROUGH from meeting with any employee organization or individual employee for the purpose of hearing the views and request of the members of said organization or of said individual so long as (a) the ASSOCIATION is informed of the meeting; (b) any changes or modifications in the terms and conditions of employment provided for in this contract are to be made through negotiations and collective bargaining with the ASSOCIATION; and, (c) said individual or minority organization shall not represent or process grievances provided for in this contract.

SECTION II

Nothing shall be construed so as to deny any individual employee of his or her rights under Civil Service Laws or Rules or Regulations promulgated by the State of New Jersey.

SECTION III

The bargaining unit shall include all permanent full-time and part-time employees, including probationary/provisional employees in the Public Works Department, excluding supervisory employees of the rank of foreman and above; all permanent full-time and part-time municipal office staff, including probationary/provisional employees; all full-time and part-time police radio dispatchers, including probationary/provisional employees; and, parking violations officer, full-time and part-time, including probationary/provisional employees.

ARTICLE II

EFFECTIVE DATE OF AGREEMENT

SECTION I

This contract shall cover the period of time from January 1, 2007 to December 31, 2012, inclusive and neither party shall abrogate the terms of the contract during its terms of existence. All salaries and fringe benefits provided for in this contract shall be retroactive to January 1, 2007, unless otherwise specified.

SECTION II

This contract shall become effective only when signed for the BOROUGH by the Mayor and Borough Clerk and by the authorized representatives of the ASSOCIATION.

## ARTICLE III

### SENIORITY

#### SECTION I

Seniority of a regular employee is to be determined by the length of service, computed in years, months and days from the date of his employment. Probationary period will be counted toward seniority. However, in no case, will an employee be given permanent seniority status until after satisfactory completion of ninety (90) calendar day probationary period. All permanent employees shall be given seniority status regardless of membership in any Union Association or other group. Permanent employees shall mean an employee who has received permanent appointment in accordance with the Civil Service Regulations adopted thereunder.

#### SECTION II

The Superintendent of Public Works, Borough Clerk, Administrator or Administrative Aide or a designee of the Mayor and Council and/or Chief of Police shall post a notice of all job openings on bulletin boards as hereinafter provided. Such postings shall be made in the municipal building located at 25 Lenox Avenue, Pompton Lakes, New Jersey and at the Department of Public Works Building, Mill Street, Pompton Lakes, New Jersey, and shall state:

- a. the job classification
- b. wages
- c. job description and duties
- d. qualifications
- e. filing or qualification deadline

Employees on vacation or off duty or excused for valid and recognized reasons shall retain all filing or bidding rights during such absence. The ASSOCIATION's designated representative may file or bid for such position by proxy for and on behalf of any employee on vacation or otherwise off duty or excused for valid or



recognized absence; however, the BOROUGH shall not be responsible for the ASSOCIATION's representative to designate such person or for the failure of the ASSOCIATION's representative to bid or file for and on behalf of any such employee.

### SECTION III

No substantial changes in working conditions or assignments shall be made without notification to employees affected. Notification shall consist of two (2) weeks prior notice of the changes being made.

Nothing in this contract shall prevent or preclude supervision from assigning duties to any employee outside of his classification during an emergency. An emergency is to be determined solely by such supervision. Supervision shall make a reasonable attempt to secure employees in proper job classification for the performance of particular jobs whenever possible under the particular circumstances. Supervision in the Department of Public Works shall not replace any employee on his job for over a period of four (4) hours if that employee is available for work. Any employee placed in a higher classification job will be paid at the higher rate of pay for all hours worked in the higher classification for all departments.

### SECTION IV – PROBATION EMPLOYEES

The discharge of any employee for any reason during a probationary period is not a matter for a grievance. Probationary employees will not receive seniority during probationary period.

ARTICLE IV  
HOURS OF WORK

SECTION I

The basic workweek for all regular employees shall be as follows:

- a. Department of Public Works – Forty (40) hours per week.

Starting time: 6:30 a.m. – Finishing Time: 3:00 p.m. Eight (8) hours per day with a one half (1/2) hour lunch.

For payroll and other purposes, workweek shall be considered as starting 12:01 a.m. Monday. Regular working time will not be considered to start until 6:30 a.m., except as noted herein.

- b. Municipal Office – 8:30 a.m. to 4:30 p.m. weekdays with one (1) hour for lunch or as otherwise established by the Borough after discussion with the Association, except for legal holidays.

- c. Police Radio Dispatchers – as assigned by a superior officer in charge of the Police Department.

SECTION II – OVERTIME

As set forth in Article XVIII of this Contract, the BOROUGH has the right to schedule overtime work when it is required and in a manner most advantageous to the BOROUGH and consistent with the requirement of Municipal Employment and the public interest. Overtime shall be paid on the following basis:

Employees with the lowest amount of overtime shall be given first choice in his or her classification. If no employee in a classification can be found, the supervisor will then choose qualified employees with the least amount of overtime. However, nothing shall prevent the Superintendent of Public Works or his authorized assistant from reassigning men to work overtime on an emergency basis. An emergency shall be determined by such supervisor.

Overtime shifts for Dispatchers shall be assigned on a rotating basis beginning with the full-time Dispatchers and rotating through the entire Dispatcher roster, including part-time Dispatchers. The Dispatcher

roster shall be kept in the order of the date of hire. This provision shall not be construed as to require the BOROUGH to fill an open shift with a Dispatcher.

### SECTION III – D.P.W. EMERGENCY AND OVERTIME WORK

Employees called into work on an overtime basis shall be given four (4) hours pay at straight time or the premium pay of the same is called for, whichever is greater.

Emergency basis shall be any time not continuous with the regular working hours. A person called in on an emergency basis shall be on stand-by for the four (4) hour period in the event he or she does not work the same.

The snow plowing and removal schedule is as follows:

- a. For every four (4) hours of continuous plowing – one (1) hour of rest or pay for one (1) hour if rest is not permitted or allowed by supervision.
- b. A ten (10) minute coffee break for every four (4) hours of work.
- c. All hours over sixteen (16) continuous hours shall be paid double time with paid meals during snow plowing.
- d. All work prior to 6:30 a.m. starting time – premium salary, except as provided in Article IV, Section I a.

### SECTION IV – COURT ADMINISTRATOR

The Court Administrator shall be paid a minimum of three (3) hours at time and one-half (1-1/2) pay when called into work outside of regularly scheduled hours.

### SECTION V – HOLIDAYS DURING VACATION

Holidays falling during vacation shall be paid at straight time and an additional day shall be attached to the vacation schedule.

## ARTICLE V

### GREIVANCE PROCEDURE

#### PURPOSE:

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.

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 in the Chain of Command as outlined in Steps One through Four of the grievance procedure.

#### DEFINITION:

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to an interpretation or application or violation of any of the provisions of this Agreement.

#### STEPS TO GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety. It is understood that if the BOROUGH, through its Mayor and Council, or its supervisors, Borough Clerk, Administrative Aide or Administrator and/or its designees, by their actions or inactions, either individually or collectively, performs any official action or functions that violate the terms of this Agreement, then the sole method of redress shall be by way of this procedure, as outlined in this Article, this being the sole and exclusive method of resolution.

#### FAILURE TO RESPOND:

Failure to respond to any step in this procedure by the BOROUGH or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

Time limits may be extended to the parties by mutual written agreement and all days refer to calendar days.

If the BOROUGH, by resolution of the Mayor and Council, believes that the ASSOCIATION or its members or representatives has violated the terms of the Agreement, then the BOROUGH may file, in writing, a grievance on its behalf with the Executive Board of the PLBEA, which shall conduct a conference with the representatives of the BOROUGH, as designated by resolution of the Mayor and Council, within ten (10) days of the BOROUGH filing the grievance.

In the event the grievance is not resolved at the conference with the Executive Board of the PLBEA, then within ten (10) calendar days after the conference, the matter may be referred to the Public Employment Relations Commission, pursuant to the rules of PERC. The remaining provisions of Step Four of the Grievance Procedure shall apply. In the event the BOROUGH exercises its right to proceed to arbitration under this paragraph and the decision is rendered unfavorable to the BOROUGH, the BOROUGH will pay all arbitration costs and related costs of the ASSOCIATION's defenses of the arbitration, but not legal costs of the ASSOCIATION.

STEP ONE:

(a) An aggrieved employee or the PLBEA on behalf of the aggrieved employee or employees or the BOROUGH shall institute action under the provisions hereof, within ten (10) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within ten (10) calendar days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached between the employee or the PLBEA and their immediate supervisor, the employee may, in writing and signed, file their grievance with the next immediate supervisor (Dispatchers and Parking Violations Officer with the Chief of Police) (Office workers with the Mayor and Council or their designated representative) (Public Works employees with the Superintendent of Public Works) within ten (10) calendar days after receipt of the grievance response.

(b) The supervisor shall render a written decision within ten (10) calendar days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved at Step Two, then within ten (10) calendar days following the determination, the matter may be referred to the Mayor and Council or their designated representative, who shall review the matter and make written determination within ten (10) calendar days from receipt of the grievance.

(b) In the event the grievance has not been resolved at Step Three, Part (a), then within ten (10) calendar days following the determination, the matter may be referred to the Mayor and Council, who shall review the matter and make written determination within fifteen (15) calendar days from receipt of the grievance.

STEP FOUR:

(a) In the event the grievance has not been resolved at Step Three, then within ten (10) calendar days, the matter may be referred to arbitration by the parties for resolution and disposition, and will be referred to the Public Employees Relations Commission pursuant to the rules of PERC.

(b) The arbitrator shall have no power to modify, alter or amend the provisions of this contract; shall be bound and limited by the submission presented to the arbitrator by the parties; shall set forth their findings of fact and conclusion of law; and, shall be bound by the provisions of State and Federal Laws.

(c) The costs of the arbitrator shall be shared equally by the parties.

(d) The arbitrator's decision shall be in writing.

(e) The arbitrator's decision shall be final and binding.

(f) Only the PLBEA and/or the BOROUGH shall have the right to submit a matter to arbitration.

MISCELLANEOUS:

The following items are specifically not subject matters for a grievance:

A. Failure or refusal of the BOROUGH to review the contract of a probationary or part-time departmental employee or matters in which the BOROUGH is without authority to act upon.

B. Where the grieved employee utilizes the Civil Service Act, the Courts or any other method of review.

C. Disputes or differences regarding classifications of positions, promotions of employees, pension and elimination of positions where such disputes and grievances are regulated by Civil Service Law, Rules and Regulations or by any other State Statute.

## ARTICLE VI

### DISCHARGES AND DISCIPLINE

#### SECTION I – CONFERENCE PRIOR TO DISCHARGE OR DISCIPLINE

The BOROUGH shall not discharge, discipline or suspend any employee without just cause. Before any employee shall be discharged, disciplined or suspended, there shall be a conference held between the ASSOCIATION's representative and a duly authorized representative of the BOROUGH.

#### SECTION II – NOTICE REQUIREMENT

A grievance by any employee claiming that he or she has been unjustly disciplined or discharged must be submitted to the BOROUGH in writing within ten (10) days of such discipline, suspension or discharge; otherwise, the same will be considered and agreed to have been made for just cause.

#### SECTION III – WARNINGS

All warnings to an employee shall be given in writing and a copy of any such warning shall be given to the ASSOCIATION's representative. If no grievance is made in writing to the BOROUGH to dispute such warning within ten (10) days of any such warning, it will be considered and agreed that the warning was justified.



ARTICLE VII

STRIKE AND LOCKOUTS

During the term of this Agreement, the ASSOCIATION guarantees and assures the BOROUGH, on behalf of itself and each of its represented employees, that there will be no authorized strike, walkout, job action or interference with the regular functioning of the BOROUGH.

ARTICLE VIII

DEATH IN FAMILY LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only husband, wife, child, parents, grandparents, sister, brother or in-laws (mother, father, brother and sister) and civil union partners of the employee.

C. Reasonable verification of the event may be required by the BOROUGH.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

F. Leave granted and taken under this Article shall be in full or half (1/2) day increments only.

ARTICLE IX

HOLIDAYS / PERSONAL DAYS

SECTION I – HOLIDAYS

A. Paid holidays shall be:

- New Year's Day;
- Martin Luther King, Jr.'s Birthday; (Celebrated on the third Monday in January);
- Lincoln's Birthday shall be celebrated on "President's Day" (Celebrated on the third Monday in February);
- Good Friday;
- Easter Sunday (Police Dispatchers Only);
- Memorial Day;
- Independence Day;
- Labor Day;
- General Election Day;
- Veteran's Day;
- Columbus Day (Dispatchers Only);
- Thanksgiving Day and the Friday after Thanksgiving;
- One-Half (1/2) Day Christmas Eve (Municipal Office & D.P.W. Only);
- Christmas Day;
- One-Half (1/2) Day New Year's Eve (Municipal Office & D.P.W. Only);
- "Old" Floating Holiday (Police Dispatchers Only)
  - "New" Floating Holiday – to be scheduled each year in exchange for "Washington's Birthday", beginning in the year 2004 following discussion between management and the leadership of the PLBEA Floating Holiday not implemented in year 2003 because of the delay in arriving at a negotiated agreement and because "Washington's Birthday" had already been celebrated in its place.
  - D.P.W. has agreed to surrender their "Columbus Day" Holiday in exchange for the day after Thanksgiving, beginning with the year 2003.

B. Employees in the Municipal Office, the D.P.W. and the Police Dispatchers shall receive their birthday as a paid holiday.

C. If a paid holiday falls on Saturday, the preceding Friday shall be considered a holiday. If the holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION II – PERSONAL DAYS

Each employee shall receive, in addition to holidays set forth herein, three (3) personal days which shall be determined by the employee and approved in advance by their supervisor.

### SECTION III – PROCEDURES FOR PERSONAL DAY USAGE

A. Personal days may be used for any purpose that the employee chooses. Personal days must be scheduled in advance and approved by the appropriate department head or designee of the employee requesting same, except in cases of emergency, which decision shall be in the sole discretion of the department head or designee, but not unreasonably withheld. Except in emergency situations as set forth above, personal days must be scheduled at least seventy-two (72) hours in advance and may not be taken without the written approval of the appropriate department head or designee, which approval shall not be unreasonably withheld.

B. If an employee is notified of an emergency situation, the determination of which is in the sole discretion of the employee's department head or designee who shall not unreasonably deny same, while on the job and the employee desires to use a personal day to handle the emergent matter, the employee must notify the appropriate department head or designee and may take a personal day upon receiving permission. The employee must either sign or punch out as required by their position.

C. The provisions set forth in Article XIII, C6 and C7 shall apply to this Article.

D. Personal days shall be used in full or half (1/2) day increments only. Under emergency situations, at the discretion of the employee's supervisor, an employee may be permitted to use emergency leave on a time for time basis which shall be made up within ten (10) days.

## ARTICLE X

### ANNUAL VACATION

Each employee shall be entitled to one (1) working day vacation for each month up to and including December 31<sup>st</sup> next following such date of appointment, twelve (12) working days for each succeeding year up to and including five (5) years of service; fifteen (15) working days in each succeeding year up to and including ten (10) years; eighteen (18) working days in each succeeding year up to and including fifteen (15) years of service; twenty (20) days in each succeeding year up to and including twenty (20) years of service. In addition, there shall be paid one (1) day for each year of service in excess of twenty (20) years of service to a maximum of twenty-five (25) days.

When, in any year, the annual vacation leave or any part thereof is not granted and taken by reason of pressures of work, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual employee, and shall be granted and may be taken during the next succeeding year only. When the employee's vacation entitlement based upon continuous service changes during the calendar year, the additional annual entitlement shall be granted at the beginning of the calendar year in which the change takes place.

Before any employee shall take vacation, the employee shall receive prior written approval from their department supervisor, if they are in a department that has a supervisor, or, if they are the supervisor of the department, or there is no supervisor of the department, they then must receive prior written approval from the Mayor or Administrative Aide or Borough Administrator or designee of the Mayor and Council. All requests for vacation must be directed to the supervisor or Mayor or Administrative Aide or Borough Administrator or the Borough's designee, as designated above prior to the time request for vacation. Such requests shall not be unreasonably denied. Failure to obtain said approval and the subsequent taking of a vacation will result in disciplinary action. The written approval or denial of the vacation request shall be given to the employee within

five (5) days of receipt of the request by the supervisor or Mayor or Administrative Aide or Borough Administrator or Borough's designee.

Vacation days shall be used in full or half (1/2) day increments only.

## ARTICLE XI

### TERMINAL LEAVE

Upon application for retirement and if qualified therefore, each full-time employee shall receive fifteen (15) working days Terminal Leave after fifteen (15) years of employment with full wages and benefits, thirty (30) working days Terminal Leave after twenty (20) years of employment with full wages and benefits, and sixty (60) working days Terminal Leave after twenty-five (25) years of employment with full wages and benefits. Terminal Leave shall commence so that the effective date of a full-time employee's retirement shall coincide and be the same day as the last day of Terminal Leave, and the employee shall not be required to report for or perform any duties during such period of Terminal Leave. All employees hired on or after January 1, 1994 shall not be entitled to the benefits of this Article. Current employees shall continue to receive the benefits of this Article.

## ARTICLE XII

### JOB CONDITIONS

#### SECTION I – TRANSFERS

Transfers within departments will be at the discretion of supervision, subject to bidding procedures, departmental policy and Civil Service Rules and Regulations.

#### SECTION II – CLOTHING ALLOWANCE

##### DPW

1. DPW employees shall be required to wear the following uniform at all times while on duty.
  - A. steel toed safety work shoes
  - B. short sleeve shirts during summer hours as determined by the borough
  - C. long sleeve sweatshirts during winter hours as determined by the borough
  - D. long pants
  - E. work gloves
  - F. safety glasses
  - G. safety vests
  - H. rain gear & rain boots when appropriate
  
2. The Borough shall provide each DPW employee with work uniforms, under contract with a third party vendor. The work uniforms shall be maintained by the Borough. Each employee shall be provided the following.
  - A. eleven (11) sets pants and shirts
  - B. one (1) set steel toed safety work shoes
  - C. two (2) pair safety glasses
  - D. two (2) pair work gloves
  - E. reflectorized vest or jacket
  - F. rain gear and rain boots, when appropriate
  - G. winter hat, winter gloves and winter face mask
  
3. The Borough shall replace the following items in the following manner and at the following times.
  - A. one (1) set steel toed safety work shoes per year
  - B. safety glasses, as needed, if damaged or worn
  - C. work gloves, as needed, if damaged or worn
  - D. reflectorized vest or jacket, as needed, if damaged or worn.
  - E. rain gear and rain boots, as needed, if damaged or worn.



4. In the event an employee damages any article of clothing required to be worn while on duty, the employee shall provide the damaged article to the DPW supervisor. If the article is damaged while on duty and not as a result of the negligence of the employee, in the determination of the Borough, the Borough shall replace the damaged item. Otherwise, the employee shall replace the damaged item.

#### DISPATCHERS

The Borough shall provide an annual clothing allowance of \$599.00 which shall begin in year 2010 and shall not be retroactive. Funds so provided are to be used only for the acquisition and maintenance of uniforms. The uniform shall be determined by the Borough Administrator and Chief of Police.

Any employees required to be in uniform by the Borough shall be subject to appropriate discipline in such cases where the required uniform is not worn.

#### SECTION III – JOB DESCRIPTION

A job description for every employee shall be prepared by the head of each department and shall be approved by the BOROUGH COUNCIL.

#### SECTION IV – REPLACEMENT AND REASSIGNMENT

No employee shall be replaced on his or her job for more than four (4) hours at one time provided an employee in the proper classification is available. Nothing is to prevent supervision from placing an employee on the job for any length of time where there is no work in his or her classification in the Department of Public Works.

#### SECTION V – ADDITIONAL ITEMS

No substantial changes in working conditions or assignments shall be made without notification to employees affected and the ASSOCIATION. Nothing in this Article shall be construed to grant any further rights to the employee or ASSOCIATION other than notice.

## ARTICLE XIII

### SICK LEAVE

A. Employees will be granted sick leave in accordance with the Rules and Regulations issued pursuant to the Civil Service Act. In addition, all full-time employees, upon retirement, death or voluntary separation from the employ of the BOROUGH shall receive one (1) day of terminal leave for each two (2) days of sick leave accumulated since 1969.

B. Sick days are not to be used for personal purposes or for personal business.

C. The parties to this Agreement do hereby agree to the following policy/procedures for sick leave usage:

1. Regular and punctual attendance of employees is essential for the efficient operation of the business of the BOROUGH. For purposes of this policy, sick days are hereby defined as days for personal illness or injury of the employee, exposure to contagious disease (subject to doctor-written confirmation), care of, for a reasonable period of time, a seriously ill member of the employee's family member (parents, spouse, civil union partner and children); and, in the case of a handicapped employee, for absences related to the acquisition or use of an aid for the handicapped employee when the aid is necessary to function on the job.

2. Unsatisfactory attendance will include abuse of sick leave; excessive absenteeism; absences that precede or follow regularly scheduled days off or holidays; and excessive tardiness as defined below. An abuse of sick leave shall occur when an employee takes sick leave without medical proof, when required. If the BOROUGH requires medical certification of illness, it shall pay the cost of the employee's medical examination. In such circumstances, however, the BOROUGH reserves the right to require that the employee be examined by the BOROUGH's physician. Abuse of the attendance policy may be cause for disciplinary action.

3. Excessive tardiness shall be defined as any permanent, full-time employee or permanent part-time employee who is late more than ten (10) minutes from the starting time at least three (3) or more times in any one calendar year without authorization from the DPW department head or designee, or justification by the employee as to why he was tardy. Such tardiness will be subject to progressive disciplinary action according to the following schedule:

4 times in any one calendar year: documented oral warning

5 times in any one calendar year: one-day suspension

6 times in any one calendar year: three-day suspension

7 times in any one calendar year: five-day suspension

8 times in any one calendar year: termination of employment

4. When taking a sick day, DPW employees must notify the DPW department head or designee and all other employees, their department head or designee, prior to starting time, if they are going to be absent on a particular day. If there is no supervisor available at the DPW garage or in the employee's department, the employee must notify the police dispatcher. Furthermore, if an employee takes a sick day before or one (1) day after an approved vacation or scheduled holiday as designated in this Agreement, the BOROUGH may, at its own expense, request, in writing, a doctor's note (whether from the BOROUGH physician or the employee's physician) be provided by the employee within ten (10) calendar days of the request substantiating the employee's absence from work due to illness. Failure to produce a doctor's note within the time period set forth herein will result in denial of sick pay for the day in question.

5. If an employee encounters a situation which requires the taking of a sick day, as defined in this Article while on the job, the employee must notify the DPW department head or designee, or, for employees other than the DPW employees, the Administrator or Administrative Aide or his designee, of the intent to take a sick day and the reasons. The appropriate department head or designee will arrange for transportation of the

employee back to the employee's reporting station, if necessary, to either sign out or punch the time clock. The employee may then take the sick day.

6. Any permanent full-time employee or permanent part-time employee who is absent from duty for one (1) work day without authorized leave may be docked pay for the day he or she was absence without leave. On the second offense, the employee may be subject to suspension from work and suspension of pay for up to three (3) days. For a third such offense, the employee may be subject to suspension from work and suspension of pay for up to five (5) days. For a fourth or subsequent offense, the employee may be subject to suspension from work and suspension of pay for more than five (5) days in length and/or termination, subject to the applicable circumstances.

7. None of the policies set forth herein preclude the affected employee and/or the POMPTON LAKES BOROUGH EMPLOYEES ASSOCIATION from exercising their rights to grieve, dispute, litigate and/or appeal, through the collective bargaining agreement or other available legal means, the effect of BOROUGH decisions based on these policies. Furthermore, the policies set forth herein do not abrogate the BOROUGH's responsibility to follow the dictates, rules and/or regulations of the New Jersey State Department of Personnel as to discipline of employees based upon these policies.

8. Sick days may be taken in full or half (1/2) day increments only. In emergency situations, at the discretion of the employee's supervisor, an employee may be permitted to use emergency leave on a time for time basis, which shall be made up within ten (10) days.

## ARTICLE XIV

### MANAGEMENT RIGHTS

A. The BOROUGH OF POMPTON LAKES hereby retains and reserved 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, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the BOROUGH.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the BOROUGH.

5. Nothing contained herein shall prohibit the BOROUGH from contracting out any work.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The BOROUGH reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the BOROUGH, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express 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. 40A:1-1 et. seq. or any national, state or local ordinances or override Civil Service.

D. The parties recognize that the exercise of managerial rights is a responsibility of the BOROUGH on behalf of the taxpayers and that the BOROUGH cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial executives of supervisory personnel.

ARTICLE XV

LONGEVITY

Three (3) years of continuous service.....	1% of base pay
Four (4) years of continuous service.....	2% of base pay
Seven (7) years of continuous service.....	3% of base pay
Eight (8) years of continuous service.....	4% of base pay
Eleven (11) years of continuous service.....	5% of base pay
Twelve (12) years of continuous service.....	6% of base pay
Fifteen (15) years of continuous service.....	7% of base pay
Sixteen (16) years of continuous service.....	8% of base pay
Nineteen (19) years of continuous service.....	9% of base pay
Twenty (20) years of continuous service.....	10% of base pay

Effective the date of the execution of this Agreement, all employees hired on or after January 1, 1994 shall not be entitled to the benefits of this Article. Current employees shall continue to receive the benefits of this Article.

## ARTICLE XVI

### MEDICAL, DISABILITY, DENTAL AND LIFE INSURANCE

A. Active eligible employees shall receive medical benefits provided by the State of New Jersey Health Benefits Plan as hereafter set forth, or a plan offered by the State of New Jersey or such other medical insurance provider. The Borough retains the right to change insurance carriers so long as benefits are provided compatible to the plans offered in this agreement.

1. New Jersey Direct 15
2. New Jersey Direct 10
3. Aetna HMO
4. Cigna HMO

B. The Borough shall pay the full cost of coverage provided to any employee who chooses either New Jersey Direct 15 or Aetna HMO. Any employee who chooses New Jersey Direct 10 or Cigna shall pay the difference in premium over and above the premium for the New Jersey Direct 15 plan, by way of payroll deductions evenly divided among all pay periods for the year of enrollment. In the event the cost of the Aetna HMO plan shall fall below the cost of New Jersey Direct 15, no credit shall be due the employee. Notwithstanding any other language in this agreement, the requirement to make payment for coverage by an employee as set forth above shall be effective on the open enrollment date affecting the calendar year 2010.

C. Upon retirement from the Borough, after twenty-five (25) years of service in the Public Employee Retirement System and fifteen (15) years of service with the Borough of Pompton Lakes, each employee shall receive those medical insurance benefits that they were receiving at the time of retirement from Pompton Lakes.

D. Effective January 1, 1993 employees covered by this contract shall be provided with a disability compensation program. The type of program and level of coverage shall be as is presently defined in what is commonly known as the State of New Jersey Temporary Disability program. A copy of the present form of program is annexed as Schedule B. The public employer and the individual employee shall each pay one-half (1/2) of the cost of this plan upon its implementation.

E. The Borough adopts an opt out provision for employees covered by bona fide health plans from their spouse or other source as provided by statute and agrees to refund 50% of the premium of the NJ Direct 15



plan for which the employee is eligible to the opting out employee, payable in equal installments by pay period during the course of the plan year, and as long as the employee is covered by such optional insurance. The employee shall provide proof of such coverage in a manner satisfactory to the Borough at any time requested but at least on the date of open enrollment each year.

F. The Borough shall provide and pay the annual premium for a Life Insurance Policy in the amount of \$15,000.00 for each employee covered by this agreement and for each retiree receiving benefits under this Article.

G. The Borough shall make available a dental insurance plan. The entire premium for such plan shall be the responsibility of the employee and shall be made by payroll deduction.

ARTICLE XVII

SALARIES

A. All full time, except as may be set forth otherwise, members of the ASSOCIATION employed as of the effective date of this contract shall receive annual increases as follows, which increases shall be prorated for any partial year in which an employee became employed:

2007 - \$1,180.00

2008 - \$1,215.00

2009 - \$1,252.00

2010 - \$1,289.00

2011 - \$1,328.00

2012 - \$1,368.00

A list of the applicable titles and starting salaries is set forth in Schedule A.

B. In addition to the above yearly increases, each full time employee shall receive a one time payment of \$1,553.00 to be paid with the first paycheck of December, 2009 and which shall not be included in base pay or be pensionable. Part time permanent dispatchers shall receive a similar one time payment which shall be \$450.00.

C. Increases for the years 2007, 2008 and 2009 are retroactive increases which shall be paid to the employee at the same time as the one time payment set forth in paragraph C above.

D. Part-time dispatcher, regardless of date hired, shall receive the following hourly rates:

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
\$18.70	\$19.26	\$19.84	\$20.44	\$21.05	21.68

E. Any employee who is promoted by the BOROUGH to a position higher than that in which they were previously working/assigned, either on a provisional or permanent basis, shall receive a new salary which

shall be the greater of either the starting salary of the new position or the current salary of the employee plus \$1,500.00, during any calendar year in which the promotion is made. A promotion shall not affect any annual increase to which the employee may be entitled. The differential shall be paid to the individual so long as they are in the promotional position, whether on a provisional or permanent basis. The promotional differential increase shall become effective on the date of promotion. The promotional differential shall be forfeited on the date of title change in the event a provisional employee no longer holds the higher title.

ARTICLE XVIII

OVERTIME

The BOROUGH agrees to enforce exclusively 29 U.S.C. 207 et. seq. concerning overtime payments to bargaining unit members.

The BOROUGH will endeavor to distribute separate checks for overtime on a bi-weekly basis, as soon as this Agreement is executed by both parties. This provision shall be adopted only as allowed by law.

ARTICLE XIX

DISABILITY COMPENSATION

EFFECTIVE January 1, 1993, employees covered by this Agreement shall be provided with a Disability Compensation program. The type of program and level of coverage shall be as presently defined in the New Jersey State Temporary Disability Insurance Program. The BOROUGH and each individual employee covered by this Contract shall each pay one-half of the cost of the plan for that employee upon its implementation and throughout the term of coverage. The individual employee's share shall be paid through a payroll deduction or by direct billing by the BOROUGH.

ARTICLE XX

DISCRIMINATION AND COERCION

A. The employer and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The employer and the ASSOCIATION agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to from, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the employer or the ASSOCIATION against any employee because of the employee's membership or non-membership or activity or non-activity in the ASSOCIATION.

## ARTICLE XXI

### UNION ACTIVITY

- A. The ASSOCIATION president or designee shall be permitted to conduct union business during his work time and/or during the work time of the affected employee so long as it does not interfere with the normal operations of the BOROUGH.
- B. When conducting meetings concerning union business during employee's working hours, the ASSOCIATION shall follow these conditions:
- (1) The ASSOCIATION shall first obtain permission from the BOROUGH Administrator, Administrative Aide or designee of the Mayor and Council, Chief of Police or other appropriate BOROUGH designee for the employee to meet with the ASSOCIATION president or designee so as to ensure adequate operational coverage. Such permission shall not be unreasonably withheld.
  - (2) Such meetings for the conducting of union business during work time will be conducted out of view of the public. The BOROUGH will provide space out of the public's view for such meetings.
  - (3) The ASSOCIATION shall limit such meetings to fifteen (15) minute duration, excluding such meetings as are held during the employee's break time or lunchtime, except those meetings which are held in exigent circumstances.
  - (4) The ASSOCIATION president or designee shall generally meet with only one (1) employee at a time when conducting meetings concerning union business during work hours (as set forth in paragraph (3) above), but where two (2) or more employees were involved in the same incident or set of events, rather than conducting multiple meetings with each involved employee, the ASSOCIATION will give notice to the BOROUGH and seek permission, which shall not be unreasonably withheld, to conduct one (1) fifteen (15) minute meeting with all employees involved in the event.
  - (5) Any employee involved in a union meeting conducted during their work time shall make up the work time spent in the meeting within three (3) calendar days of the meeting.
- C. These provisions concerning meetings for union business which are conducted during employees' work time shall not apply to meetings conducted before or after the employees' work time, during employees' breaks or lunch hours, or while the involved employees are off for any reason. The ASSOCIATION president (or designee) shall not be prohibited at any time from any of the BOROUGH's buildings where ASSOCIATION members are located.

D. Either party may refer to an alleged violation to the grievance procedure set forth in this Agreement.



ARTICLE XXII

SEPARABILITY AND SAVIGNS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XXIII

### PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator, Administrative Aide or designee of the Mayor and Council, and/or Chief of Police, and may be reviewed by the Mayor and/or Governing Body. There shall be only one (1) official personnel file for each of the members of the ASSOCIATION. All official documents shall be placed in that file only.

B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file only. However, this appointment for review must be made through the Chief of Police, Borough Administrator, Administrative Aide or his designated representative and the Chief of Police, Borough Administrator and/or designee shall be present during such review.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. Copies of a written complaint against any employee covered by this Agreement shall also be given to an officer of the ASSOCIATION.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom unless the Chief of Police or Borough Administrator in his sole discretion decides to remove a past disciplinary action. Removal of any material from the personnel file by any member of the bargaining unit shall subject that employee to appropriate disciplinary action.

E. Only disciplinary citations arising out of Paragraph D shall be subject to the grievance procedure.

F. Each employee shall be supplied with a written certification from the BOROUGH, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to each employee.

ARTICLE XXIV

FULLY BARGAINED AGREEMENT

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

ARTICLE XXV

DURATION

This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2012, without any reopening date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Pompton Lakes, New Jersey this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

BOROUGH OF POMPTON LAKES

*Elyse B. Bressano*  
Borough Clerk

By: *Kathleen M. Cole*  
Mayor

ATTEST:

POMPTON LAKES BOROUGH  
EMPLOYEES ASSOCIATION, INC.

*Ben Polina*  
Vice-President

By: *Jain M. ...*  
President

SCHEDULE A

	FULL TIME
LABORER/SANITATION WORKER	\$23,500
TRUCK DRIVER/EQUIPMENT OPERATOR*	\$25,000
MECHANICS HELPER*	\$27,500
MECHANIC*	\$40,000
POLICE RECORDS CLERK	\$23,500
SENIOR POLICE RECORDS CLERK	\$25,000
PUBLIC SAFETY TELECOMMUNICATOR	\$23,750
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	\$27,500
PRINCIPAL CLERK (ALL DEPTS.)	\$27,500**
CLERK TYPIST	\$23,500
SENIOR CLERK TYPIST	\$25,000**
DEPUTY COURT ADMINISTRATOR	\$25,000
COURT ADMINISTRATOR	\$35,000
VIOLATIONS CLERK	\$23,500
PARKING VIOLATIONS OFFICER	\$23,500

\*REQUIRES CDL

\*\*THOSE EMPLOYEES PROMOTED TO THE SENIOR CLERK TYPIST OR PRINCIPAL CLERK POSITIONS, WHOSE SALARY IS GREATER THAN THE BASE SALARY REFLECTED IN THE ABOVE SCHEDULE, SHALL RECEIVE A STIPEND OF \$1,500.

\*\*\* NEW STARTING SALARIES EFFECTIVE 1/1/10

\*\*\*\*THOSE EMPLOYEES SERVING IN THE TITLE OF TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL (TACO) SHALL RECEIVE A STIPEND OF \$1,500.