

AGREEMENT

BETWEEN

THE BOROUGH OF ROSELAND

AND

TEAMSTERS' LOCAL UNION NO. 469

JANUARY 1, 2021 THROUGH DECEMBER 31,
2026

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CONTRACT FOR THE PERIOD of January 1, 2021 thru December 31, 2026. AGREEMENT is entered into this ____ day of _____ 2022, by and between the BOROUGH OF ROSELAND, New Jersey (hereinafter referred to as the "BOROUGH" or the "EMPLOYER") and LOCAL UNION NO. 469, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"). The effective date of this Agreement is January 1 2021, and shall be effective for five (5) years through December 31, 2026. The Employer and the Union agree as follows:

ARTICLE 1 -RECONITION. The Employer recognizes Local Union No. 469, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the sole and exclusive bargaining agency for all Blue Collar employees, employed by the BOROUGH in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment, as described in Certification of Representation, PERC Docket No. RO 79-191, dated June 28, 1979. Excluded are all Craft Workers, Professionals, Police, Confidential employees, Managerial Executives and Supervisors within the meaning of the Act.

ARTICLE 2 - SUPERVISORY AND OTHER EXCLUDED PERSONNEL. At no time will an excluded employee, or employee with supervisory authority, be permitted to perform any work covered by this Agreement, except in case of emergency or manpower shortage.

ARTICLE 3 - DUES CHECKOFF. The Employer agrees that it will deduct union dues in two (2) equal deductions each month from the pay of each employee to the Secretary - Treasurer of Union Local 469 within fifteen (15) days after the dues are deducted. After an Employee has completed the probationary period, the Employer agrees to deduct the initiation fee in four (4) consecutive payments to transmit the same as set forth above. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

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

ARTICLE 4 -AGENCY SHOP Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may not be employed and who, after thirty (30) days of employment, choose not to become members of the Union shall have deducted from their pay on a monthly basis a representation fee of eighty-five (85%) percent in lieu of dues equivalent to the dues charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for members' deductions.

ARTICLE 5 - SENIORITY. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement. An employee shall lose seniority right on for and of the following reasons:

- (A.) Voluntary Resignation
- (B.) Discharge for just cause
- (C.) Failure to return to work within the prescribed period upon recall, as provided in the layoff and recall provisions of this Agreement.
- (D.) Continuous layoff beyond recall period for re-employment outlines elsewhere in this Agreement. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

ARTICLE 6-PROBATIONARY PERIOD. All newly hired employees shall serve a probationary period on ninety (90) calendar days (which may be extended an additional forty-five (45) days if mutually agreed to in writing). During this probationary period the Employer reserves the right to terminate the probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE 7 - INSEPCION PRIVILEGES. Providing prior notice is given to the Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 8 - UNION BULLETIN BOARD. The Employer agrees to provide a bulletin board in a conspicuous place in the Public Works building. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 9 -NON-DISCRIMINATION CLAUSE. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE 10 - JOB STEWARDS. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances, in accordance with the provisions of the Collective Bargaining Agreement ("CBA").
2. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided the messages and information:

- (a.) Have been reduced to writing, or
- (b.) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by the official action of the Union. The Employer recognizes these limitations upon the authority of job stewards and their alternatives, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage, in violation of this Agreement. Stewards shall be permitted to investigate, present and process grievances on or off property of the Employer, without loss of time or pay with the permission of the Public Works Superintendent. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 11 -HOURS OF WORK. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. Each employee will be allowed a paid ten (10) minute wash up period prior to the finish of his days of work and a five (5) minute wash period prior to the lunch period. There shall be no split shifts. The schedules hours or work are shown below:

7:00 a.m. to 3:30 p.m.

The Employer shall allow a forty-five (45) minute lunch break (thirty (30) minutes unpaid and fifteen (15) minutes paid) each day between 12:00 p.m. [Noon] to 12:45 p.m., provided no emergency exists. If such emergency would occur, then the Employer can schedule the forty-five (45) minute unpaid lunch break at any time between 11:30 a.m. to 12:30 p.m.

Employees required to work past their quitting time shall be guaranteed premium pay at the applicable rate of pay, in increments of one half (1/2) hour overtime pay. EXAMPLE: Less than one half (1/2) hour overtime period of overtime work, one half (1/2) hour overtime pay. More than one half (1/2) hour overtime work, but less than one (1) hour, one (1) hour overtime pay. For every four (4) consecutive hours of overtime worked by an employee shall be paid for a one (1) hour rest period. This would total five (5) hours at the designated premium pay. The Employer shall allow a paid twenty (20) minute break once in the morning.

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The Employer agrees to guarantee each reporting employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday.

The Employer agrees to guarantee the employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to return to work after quitting time. (Employees will be granted one-half (1/2) hour travel time for emergency call outs). This one-half (1/2) hour travel time for emergency call outs shall not be included in the minimum of two (2) hours work or pay in lieu thereof.

The Employer agrees to guarantee any employee a minimum of four (4) hours work or pay in lieu thereof, at the applicable premium rate of pay whenever such employee is required to work on either a Saturday, Sunday or holiday.

The Employer agrees not to require, or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a work week.

ARTICLE 12 - SNOW REMOVAL. Employees performing emergency work, such as Snow Plowing, Sanding, Flood Control, Storm Damages, etc., for more than four (4) consecutive hours outside their normal workday may take a rest period of one (1) hour after each four (4) hours of work. (Employees will be granted one half (1/2) hour travel time for all emergency call outs). This one half (1/2) hour travel time for emergency call outs shall not be included in the calculation of the four (4) consecutive hours of work after which employees may take a rest period of one (1) hour.

ARTICLE 13 - PREMIUM PAY. The Employer agrees to pay premium wages in accordance with the following rules:

One and one half (1½) times the straight time hourly rate shall be paid for:

1. All hours spent in the services of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the services of the Employer prior to the scheduled starting time.
3. All hours spent in the services of the Employer on any Saturday.
4. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or holiday, see Article 25 on page 10 of this Agreement for the holiday schedule.

5. The Employer agrees to make available any work which is scheduled for a weekend (Saturday and/or Sunday) to regular full-time employees before part-time employees, with the exception of the preparation of Recreation fields.
6. In lieu of overtime pay employees may elect to receive compensatory time. Any compensatory time accrued must be utilized within the same calendar year or it must be cashed out by the employee at the end of the calendar year.

ARTICLE 14 - GRIEVANCE PROCEDURE. A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute. Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the Supervisor. Employees shall have the Union representation present during discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union, or any employee(s) represented by the Union, shall be settled in the following manner:

- STEP I. The aggrieved employee or employees must present the grievance to the First Line Supervisor through the Shop Steward within five (5) working days after knowledge of the grievance or the reason the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of the Agreement. If satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2. In the event there is not a satisfactory resolution of the grievance at Step 2, the aggrieved employee may present his grievance with the Union business representative to the Borough Council. The Borough Council shall investigate the grievance and render a decision three (3) workdays after the Borough Council meeting.
- STEP 2. The Union Business Representative shall then take the matter up with a representative of the Employer with the authority to act upon such grievance. A decision must be made within five (5) working days.
- STEP 3. In the event there is not a satisfactory resolution of the grievance at Step 2, the Union's Business Representative and the aggrieved employee may present the grievance to the Grievance Committee. The Grievance Committee shall investigate the grievance and render a decision three (3) working days following the next Grievance Committee meeting.

STEP 4. If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Board of Mediation within sixty (60) days of the decision, or due date for the decision, of the Grievance Committee, for arbitration. After the New Jersey Board submits a list of Arbitrators to the Union and the Employer, the parties shall reply with their preferred selection no later than five (5) working days after the receipt of such list. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. A mutual settlement of the grievance, pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and employees involved. The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union. The Union, or its authorized representative, shall have the right to examine the time sheets and any other records pertaining to the computing of compensation of any employee to a specific grievance. The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union. If the Employer fails to comply with the Award of the Arbitrator, or with the procedures of this Article, the Union has the right to take all legal economic action to enforce compliance.

ARTICLE 15 - DISCHARGE OR SUSPENSION. The Employer shall not discharge, nor suspend, any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union's Local office within one (1) working day from the time of discharge or suspension. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice, as herein provided, shall not remain in effect for a period of time more than nine (9) months from the date of the occurrence upon which the complaint and warning notice are based.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge, and as soon thereafter as it is practicable to do so, a conference held between the Union and the Employer for the purpose of reviewing the matter. Notice of Appeal from the discharge and/or suspension must be made by the employee to the Employer in writing within ten (10) days from the date of the discharge and/or suspension. The Appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for the lost work opportunity.

ARTICLE 16 - SUBCONTRACTING. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by and presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees.

The Employer may subcontract work only if the following conditions are met:

- I. There are no employees on layoff with unexpired recall rights.
2. No employees will be laid off during the period of the work being subcontracted.
3. The work cannot be done by the existing employee within the time such work is required to be completed.
4. The use of subcontractors shall not be used to circumvent the terms of this Agreement.

ARTICLE 17 - VACATIONS. All full-time employees shall be granted vacation based upon their length of active service with the Borough as of their anniversary date of employment, according to the following schedule:

Six (6) months to one (1) year	seven (7) working days
One (1) through five (5) years	twelve (12) working days
Six (6) through ten (10) years	seventeen (17) working days
Eleven (11) through fifteen (15) years	twenty-two (22) working days.

Each succeeding year after fifteen (15) years, one (1) additional working day to a maximum of twenty-five (25) working days.

For Employees hired after January 1, 2013 the vacation schedule shall be as follows:

Initial hire to six months	0 vacation days
6 mos. to one year	1 vacation day per month
1 through 5 years	10 vacation days
6 through 10 years	15 vacation days
11 years and thereafter	20 vacation days

Vacation days shall be taken in the calendar year they are earned, except that vacation time may be saved for succeeding year upon prior permission of the Superintendent of Public Works. Up to ten (10) days will be allowed to be carried over from one (1) year to the next, however, the time must be taken by June 30th of that year. Vacations may be taken year-round January through December. Vacations shall be scheduled by the Department Head to ensure adequate work force, so as not to be detrimental to the operation of the Department. Preference for choice

of vacations shall prevail and preference shall be within the rank and seniority. With approval of the working supervisor vacation days may be taken in one half (1/2) day increments, if needed. The vacation schedule shall be posted by April 30th each year. In the event that a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay. In the event a death occurs in an employee's immediate family, or the employee is hospitalized during his vacation period the remaining vacation time shall be cancelled and rescheduled at the employee's request. The Employer may request proof substantiating the death of a relative or hospitalization of the employee.

ARTICLE 18 - SAFETY. The Employer shall not require, direct or assign any employee to work under an unsafe or hazardous condition. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work. The Employer shall not require an employee to take out on the streets or highways any vehicle that is not in a safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

The parties agree to establish a safety committee to consist of two (2) union and two (2) management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE 19 - NOTIFICATION TO THE UNION. The Employer will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges within one (1) week. The Employer will provide the Union with an updated list of covered employees showing names, addresses, classification, Social Security number and Rate of Pay. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. The Employer will notify the Union within one (1) week of any new hires.

ARTICLE 20 - LONGEVITY. Employees hired prior to January 1, 1996 are entitled to receive longevity pay for each completed five (5) years of employment. All employees hired after January 1, 1996 shall not be entitled to longevity. Longevity pay shall be considered as part of base wages for the purpose of computing Holiday pay, Vacation pay, Sick pay, Retirement pay and Overtime. Longevity entitlement is based on each employee's initial date of hire.

After five (5) years of employment	two (2%) percent of base salary
After ten (10) years of employment	four (4%) percent of base salary
After fifteen (15) years of employment	six (6%) percent of base salary
After twenty (20) years of employment	eight (8%) percent of base salary
After twenty-five (25) years of employment	ten (10%) percent of base salary

Any change in the longevity schedule, whether upgraded or downgraded, will apply to all personnel, including union members hired after January 1, 1996. All Borough personnel will be treated equally regarding this item, even if longevity is eliminated entirely in the future.

Effective January 1, 2014, longevity shall be capped at the dollar amount received by the employee in 2013 for those employees eligible to receive longevity. There shall be no further increase in longevity for any employee currently eligible to receive longevity.

ARTICLE 21 - PROMOTION AND DEMOTION.

The Employer agrees to fill all job vacancies from within the bargaining unit before hiring new employees. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees have the right to bid laterally. Lateral transfers shall be awarded to the most senior qualified employee who bids for the job. The successful bidder shall receive a trial period of ninety (90) days on the new assignment. Such employee shall be compensated at the rate of pay for the new classification. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left. In the event that a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification.

ARTICLE 22 - LAYOFF(S) AND RECALL(S). The Employer may reduce the working force due to lack of work, efficiency, economy or financial crisis. In such event, the Borough shall notify the Union two (2) weeks prior to any layoff with the financial or economic reasons for such layoff and the following shall prevail:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff;
3. A laid off employee shall have preference for re-employment for a period of two (2) years.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
6. Response from employee must be received within ten (10) days.

ARTICLE 23 -MANAGEMENT RIGHTS. The Employer shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE 24-PAY DAY. Employees will be paid all earnings by check every two (2) weeks. Employees will be paid their overtime pay every other Friday, with two (2) weeks hold back. Employees will be paid during working hours. Any errors in the payroll shall be corrected by the next payroll. When pay day falls on a holiday then the preceding day will be pay day. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon written request of the individual employee, this request should be at least one (1) month prior to the start of vacation. Each employee will be allowed an additional fifteen (15) minutes to the lunch break each pay day in order to case payroll checks.

ARTICLE 25 - HOLIDAYS. Effective January 1, 2022, employees shall be entitled to the same paid holidays as the non-unionized employees of the Borough as set by Resolution of the Governing Body.

ARTICLE 26 - SICK LEAVE AND PERSONAL DAYS.

- A. Employees with one (1) or more years of employment with the Borough shall be entitled to sixteen (16) sick leave days. Effective January 1, 2014 the number of sick days for those with one (1) or more years of employment shall be reduced to ten (10). All sick leave days will be without loss of pay. When an employee is out sick for three (3) or more consecutive days he must submit a written note from a medical professional. Employees with less than one (1) year of employment shall be entitled to one (1) sick leave day for each month worked.

For employees hired before January 1, 2016, unused sick leave days shall be accumulated from year to year with no maximum accumulation and upon retirement, a maximum of sixty (60) days unused sick leave may be paid out as retirement leave.

For employees hired on or after January 1, 2016, unused sick leave shall be accumulated from year to year with no maximum accumulation and upon retirement employees may be paid for one-half (1/2) of their accrued sick days up to a maximum of sixty (60) days unused sick leave as retirement leave. Such payout shall not exceed \$15,000.00.

- B. Sick leave may be used to cover an employee's absence from work because of the employee's illness, accident, exposure to contagious disease, or for attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. The term immediate family shall mean Father, Mother, spouse, child, Brother or Sister of the employee or their spouse. It shall also include relatives of the employee residing in his/her household.
- C. As of January 1, 1996, all employees with one (1) or more years of employment shall be entitled to Personal Leave Time of twenty-four (24) hours Personal Time in each year of the Agreement. Advance notice of twenty-four (24) hours for Personal Time is required except in an emergency. In case of an emergency the immediate supervisor should be notified. Personal Time cannot be carried over

from year to year and is NOT cumulative. Employees are not entitled to any payment for unused Personal Time.

- D. Regular employees may be granted a leave of absence without pay with the approval of the Borough Council for up to a three (3) month period, which may be extended up to a maximum of one (1) year. Each case is considered on its merit and does not set a precedent. Leave of absence may be requested for temporary incapacity, attendance at school or job related advance study, parenting, national emergency and for any reason deemed valid by the Borough Council.
- E. Upon return from leave the employee may be entitled, at the Employer's sole discretion, to a position of equal status and pay to that which was held when the employee went on leave.
- F. Denial of a leave of absence shall not be grievable.
- G. Sick leave days shall be taken in increments of no less than one-half (1/2) day. Personal leave may be taken in increments of one (1) hour.
- H. To be eligible for sick pay, employees unable to report to work due to illness or to care for a seriously ill family member must report his/her illness directly to the Time Keeper as designated by the Superintendent at least one hour prior to his/her start time on the day that the absence will occur. If the Time Keeper is not available, the Superintendent will designate an alternate representative who must be contacted. Failure to notify the Time Keeper or his/her designee in a timely manner may be cause for denial of the use of sick leave and may constitute cause for disciplinary action.

No employee, while on sick leave from the Borough, shall otherwise be employed or engaged in any outside work or employment. While on sick leave an employee is required to remain at their home or place of confinement during their regular work hours. Exceptions will be permitted only for the purpose of attending a medical appointment and/or travelling to and from the pharmacy. Employees using sick leave to care for a member of their immediate family will be expected to remain home or at the home of the family member during their regular work hours unless bringing the family member to a medical appointment and/or travelling to and from the pharmacy.

ARTICLE 27 - HEALTHCARE INSURANCE PROGRAM. The Employer shall provide each employee the following healthcare insurance with dependent coverage:

- A. All employees shall be covered by Fifteen Thousand and xx/100 (\$15,000.00) Dollars Group Accidental Death and Dismemberment Policy by Standard Life Insurance or the policy in effect paid by the Borough of Roseland after thirty (30) days of continuous service. It should be noted that the Fifteen Thousand and xx/100 (\$15,000.00) Dollars amount decreases with age. The current policy in force with Standard Group Life is as follows:

Sixty-five (65%) percent or Nine Thousand Seven Hundred Fifty and xx/100 (\$9,750.00) Dollars policy at the age of 65.

Fifty (50%) percent or Seven Thousand Five Hundred and xx/100 (\$7,500.00) Dollars policy at the age of 70.

Thirty-five (35%) percent or Five Thousand Two Hundred Fifty and xx/100 (\$5,250.00) Dollars policy at the age of 75.

These reductions could change depending on the insurance company under contract.

- B. All employees shall be covered under the New Jersey Health Benefits Plan ("SHBP" or the "Plan") for medical, surgical and major medical coverage, including dependents, paid for by the Borough of Roseland after satisfying the ninety (90) day waiting period as required by the Plan. Employees shall contribute towards the cost of their health insurance plans, in accordance with the requirements of, and contribution levels contained in, Chapter 78, P.L. 2011. The chart for health contributions is attached to this Agreement as Schedule B.
- C. All employees shall be covered for dental insurance with family coverage under the policy issued by Delta Dental Plan of New Jersey paid for by the Borough of Roseland after ninety (90) days or as required by the plan.
- D. All employees who are on a sanctioned leave of absence, shall be carried on the health insurance roles for the first thirty (30) days of his/her leave.
- E. Effective January 1, 2014 employees, at retirement, shall be entitled to receive retiree health benefits in accordance with the terms and subject to the limitations contained in the Borough's Chapter 48 Ordinance.
- F. The Borough reserves the right to change insurance plans and/or carriers as long as substantially equivalent coverage is provided. "

ARTICLE 28 - UNIFORMS. Uniform color shall be a standardized blue for all workers, light blue for summer and dark blue for winter. All summer and winter shirts shall carry the "Borough of Roseland DPW and the first name of the Employee" on it. Any type of jean or dungarees will not be considered a uniform. An employee reporting to work out of uniform may be sent home for the day without pay by the Superintendent of Public Works or his or her designee. The uniform requirement, as per color and design, shall be established by the Director of Public Works and a represented group from the Department of Public Works. All other language shall be declared null and void. The Borough shall purchase and provide to employees up to five (5) uniform shirts each year. Employees will be responsible for keeping such uniforms clean and presentable at all times when reporting for work

ARTICLE 29-MILITARY LEAVE. Employees enlisting or entering into the Military or Naval Services of the United States, pursuant to the provisions of the Universal Military Training and Service Act amendments thereof, shall be granted all rights and privileges provided by the Act. Upon return from the Military Service leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE 30 - JURY DUTY. An employee who is called to Jury Duty shall immediately notify the Employer. An employee shall not be required to report back to work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift. The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE 31 - EDUCATION. Employees attending schools, seminars or special courses for the betterment of the Borough will be reimbursed by the Borough for costs incurred upon completion of the course or seminars. A passing grade will be necessary, if applicable. Prior approval by the Public Works Committee will be required for eligibility.

ARTICLE 32 - SPECIAL LICENSES. The Employer shall pay the fee for the granting or renewal of any special licenses, except standard driver's license, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

ARTICLE 33 - SUSPENSION FOR REVOCATION OF LICENSE. In the event an employee shall suffer a suspension or revocation of his driver's license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and layoff provisions applicable to him at the time of suspension.

ARTICLE 34 - FUNERAL LEAVE. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's family. The employee's immediate family includes the Employees: spouse, children, brothers, sisters, parents, parents-in law, grandchildren, grandparents, sisters and/or brothers-in law. Funeral leave with pay shall not exceed four (4) days and shall terminate the day following the funeral. Leave for step relatives shall also be controlled by the four (4) day provision. One (1) day shall be afforded to the Employee to cover aunts, uncles and cousins.

ARTICLE 35 - SEPARATION FROM EMPLOYMENT. Upon discharge the Employer will immediately pay all monies, including pro-rata vacation pay, due to the employee. Upon quitting, the Employer shall pay all monies due to the employee, including pro-rata vacation pay, on the day in the week following such quitting.

ARTICLE 36- SANITARY CONDITIONS. The Employer agrees to maintain a clean and sanitary washroom, having hot and cold running water, toilet facilities, showers and individual lockers.

ARTICLE 37 -COMPENSATION CLAIMS. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by the law. The Employer shall provide Worker's Compensation protection for all employees, or the equivalent thereof, if the injury arose out of, or in the course of, employment. In the event that an employee is injured on the job he or she shall be compensated for work missed due to such injury through worker's compensation insurance and benefits in accordance with the requirements of state law. An employee who is injured on the job is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee on that day. An employee who has returned to regular duties after sustaining a compensable injury, who is required by the Worker's

Compensation doctor to receive additional medical treatment during the regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 38 -PROTECTION OF RIGHTS. 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 primary picket line, including the primary picket line, of Union's party to this Agreement, and including primary picket lines at the Employer's place of business. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 39 - SEPARABILITY AND SAVING CLAUSE. If any Article or Section of this Agreement, or any Supplement or Riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demand notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 40 -- TEAMSTERS' DESCRIPTION OF JOB SKILLS REQUIRED PER STEP AND RATE OF PAY.

A. JOB SKILLS REQUIRED PER STEP

Probationary Period /Step 1

The Probationary Period shall last for 180 days. Upon the completion of the Probationary Period, the probationary employee shall be automatically elevated to Step 1. The employee should have a basic understanding of the unskilled tasks that DPW Completes. Should be able to work with hand tools to complete basic tasks; raking, shoveling, storm inlet cleaning, trash collection on their own and basic understanding of power tools. The employee should also be assisting the more experienced staff in completing more complex functions to obtain job knowledge. The employee should also have their CDL permit and be working towards their Class B license.

Step 2

The employee should be completing the unskilled tasks with ease and looking toward more complex operations. These operations require the use of power tools and various gas-powered equipment. These functions include but are not limited to building repairs, water meter replacement, water meter readings, recreation field work, road repair, storm inlet repair, right of way maintenance, utility mark outs and curb box operation. The employee should be proficient in the use of hand tools, and they should have obtained their Class B CDL and be confident in the use of all everyday use non-CDL vehicles.

Step 3

The employee should be familiar with basic building repairs. The employee should be confident in the use of power tools and gas-powered equipment including but not limited to chainsaws, demo saws, lawn maintenance/ field maintenance equipment, woodchipper, circular saws, air compressor, jack hammer, and drills. The employee should understand the basics of field maintenance and sewer pump station operation. The employee should be familiar with the basic operation of the sewer jet. They should also be familiar with meter reading.

Step 4

The employee should be comfortable operating all heavy equipment (excavation equipment and loaders) under supervision and be proficient in the use of all CDL vehicles without direct supervision. The employee should be able to assist the Water Department in meter readings, trouble shooting and replacement. They should also be able to assist the Water Department with curb box repairs, other scheduled maintenance, and emergency repairs.

Step 5

The employee should be comfortable with all day-to-day operations of the Department and be proficient in all of those operations; as well as recreation, building repairs and maintenance, right of way maintenance, road repairs, storm inlet repairs and rebuilds. They should also be operating the excavation equipment and loaders with skill and be able to fully operate the sewer jet.

Step 6

The employee should be comfortable overseeing and completing any task given to them without direct supervision or in the absence of the Superintendent or foreman.

Working Foreman

The employee oversees daily operations of the Department of Public Works, including staffing, developing schedules, inspecting facilities and handling complaints or customer service issues.

As of the date of this Agreement, any Step 2 Employee shall be immediately promoted to Step 3 provided he/she has an annual review, which states that he/she is proficient in the skills necessary for promotion. Any promotions made at such time shall be retroactive to January 1, 2021. These employees shall not be eligible to a promotion to Step 4 until July 1, 2022

As of the date of this Agreement, the current Assistant Foreman and Foreman positions shall be eliminated following the promotion of the Assistant Foreman to Working Foreman.

As of the date of this Agreement, the current Assistant Foreman shall be immediately promoted to Working Foreman provided he/she has an annual review, which states he/she is proficient in the skills necessary for promotion. At any one time, there shall be no more than one (1) Working Foreman.

B. SALARY GUIDE

Current Employees shall be eligible for Schedule A (listed below). This Article is intended to define the normal hours of work and shall not apply to part-time workers.

SCHEDULE A

Probation	40502
Step 1	43282
Step 2	48826
Step 3	55884
Step 4	63055
Step 5	69145
Step 6	75017
Working Foreman	78500

Employees hired after January 1, 2021 shall be eligible for Schedule B (listed below).

SCHEDULE B

Probation	37694
Step 1	42073
Step 2	45551
Step 3	50030
Step 4	54509
Step 5	58988
Step 6	63467
Working Foreman	67467

Any movement to the next step on the salary guide shall require the recommendation of the Supervisor and Department Head and shall be based on criteria established by the employer and provided in writing to the employees (Article 42).

At any one time there shall be no more than one (1) Working Foreman.

Employees who are Step 6 and/or Working Foreman shall be offered a 2% contractual raise per annum, beginning in 2022 and continuing through the length of the collective bargaining agreement (2023, 2024, 2025, & 2026).

Current employees' salaries will be adjusted to the new Schedule A herein, which represents an increase in salary. The increase in salary shall be retroactive to January 1, 2021.

The Step amounts shall only be increased or decreased through collective bargaining and such employees will not be eligible for a percent raise for the length of this Agreement, except for employees who are in Step 6 and/or Working Foreman, as described above. This Agreement shall be for six (6) years beginning January 1, 2021 through December 31, 2026.

ARTICLE 41 - OTHER CONDITIONS.

1. Inoculations (suggested schedule as prescribed by the Board of Health).
2. Physicals as deemed necessary by the Administration.

ARTICLE 42 - EMPLOYEE REVIEW AND EVALUATIONS.

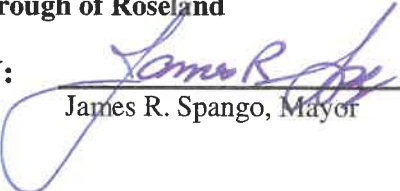
The Employer shall review and evaluate all employees once a year. A review committee, consisting of the Superintendent of Public Works, Assistant Superintendent of Public Works, Department of Public Works Councilperson (or his or her designee) and the Shop Steward, shall be formed to address an employee's request for review of his/her evaluation. The standard evaluation form that has been approved by the Borough Council shall be used in all evaluations. Annual Reviews will include language as to what skills are necessary to be promoted to the next grade based on an Average or Better proficiency in those skills. The level of proficiency given to an employee shall be determined by the Superintendent of Public Works or his designee and memorialized in the employee's annual review. A description of the skills which an employee must be proficient in for each step are detailed above. All evaluations will be completed by June 30th of each year for promotional advancement and information will be shared between the Employee and the Employer. Any promotions that occur following an evaluation shall be effective July 1st of that year.

ARTICLE 43 - FIREFIGHTERS ELECTED TO CONVENTION. Any Firefighter elected to participate as a delegate to the Firefighters' convention, will be excused from work with pay to attend such convention.

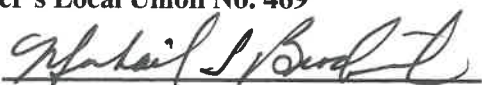
ARTICLE 44- TERMINATION CLAUSE. This Agreement shall be in full force and effect from January I, 2011 through, and including, December 31, 2015, and shall continue from year to year thereafter, unless written notice of desire is submitted within sixty (60) days of termination of said Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, this day to be effective as of January 1, 2021.

Borough of Roseland

BY: 
James R. Spango, Mayor

Teamster's Local Union No. 469

BY: 
President of Teamster's Local Union No. 469


Shop Steward

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Online Contribution Calculators Available

Salary Range	Year 1	Year 2	Year 3	Year4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Online Contribution Calculators Available

Salary Range	Year 1	Year 2	Year 3	Year4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

