

AGREEMENT

BETWEEN

**THE BLUE COLLAR WORKERS UNIT
COMMUNICATION-WORKERS OF AMERICA, AFL-CIO**

LOCAL 1032

AND

THE BOROUGH OF PRINCETON

January 1, 2010 – December 31, 2012

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Article A – General Provisions

A – 1: Preamble

This agreement entered into by and between the Borough of Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" or Employer and Communications Workers of America, AFL-CIO, Local 1032, hereinafter called the "Union" represents the complete and final understanding of all bargainable issues between the Borough and the Union.

A – 2: Recognition

The Borough recognizes the Union for the purpose of collective negotiations as the exclusive representative of full-time non-supervisory blue collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement.

A - 3: Equal Opportunity

To seek and obtain for each position the best qualified person available without regard to age, color, creed, disability, ancestry, marital status, race, sex, sexual affectation or orientation, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information or because of the refusal to submit to a genetic test or make available the results of a genetic test to the Borough, or atypical hereditary cellular or blood trait of any individual, religion, political status, domestic partnership status and / or any other characteristic protected by law. The Borough of Princeton is an Equal Opportunity Employer. In accordance with this fact, the Mayor and Council have adopted its Affirmative Action Program, which is included as part of the Personnel Policies & Practices Manual. The Mayor and Council of the Borough of Princeton recognizes the need for equal employment opportunity and affirmative action as provided by Title VII of the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972 and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. It is the policy of the Borough of Princeton to ensure equal employment opportunity through affirmative action without regard to age, color, creed, ancestry, marital status, sexual affectation or orientation, disability (including AIDS or HIV infection), race, sex, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information, atypical hereditary cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to the Borough, religion, political status, domestic partnership status and / or any other characteristic protected by law.

To provide all employees with proper supervision, instruction and working conditions, so that they may render the best possible service.

To treat every employee with respect and consideration.

To make the best possible use of employee skills and abilities.

To base promotion and job security on ability, performance, experience, character and job attitudes.

To pay fair and adequate salaries or wages for each position.

To expect each employee consistently to perform to the best of his or her ability, to be conscientious in work, to conduct himself or herself appropriately, to treat others with respect and courtesy and to recognize that they are serving the citizens of the community.

To promote in each employee a sense of pride in service to the Borough of Princeton. To stimulate each to seek all possible means to increase his or her value to the community.

The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to join the Union or to refrain from so doing.

A – 4: Management Rights

- A. The Borough hereby retains and reserves unto itself, with out 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 the following rights:
 1. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees.
 2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge, or take other disciplinary action for cause.
- B. In the exercise of the powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and 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. 40 and 40A or any other national, state, county or local laws or ordinances.

A-5: No Lock-Out. No Job-Action

- A. The Borough agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.
- B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.
- C. Should job-action occur the Union will immediately order the person or persons involved to cease such action.
- D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

A - 6: Access to Personnel Files

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his / her personnel file. The employer has the right to have such review and examination in the presence of the designated Borough Official. The employer shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

A - 7: Shop Stewards

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. The Union and Borough agree to accept one steward and one alternate for each ten (10) employees with a minimum of two (2) stewards and two (2) alternates.

A - 8: Bulletin Boards

The Borough will provide a bulletin board at the public works garage, parking garage and sewer administration building. Prior to posting by the Borough, Union materials shall be submitted to the Borough, and will be limited to the following materials:

1. Union elections and results.
2. Union appointments, meetings, social and recreational activities.

3. Union reports of official business and achievements.

A - 9: Representation Lists

The Union agrees to furnish the Borough with written lists of officials and shop stewards, including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current and the Union shall provide in writing to the Borough any change in the representation list. This list is to be provided to the Borough Administration annually by January first or within 10 days of any change .

A - 10: Access to Premises

After approval by the Borough, Union Representatives will be admitted to Borough premises for consultation with employees covered by this Agreement. Consultation will be prior to the start of the work period, during the lunch period, or following termination of the work period and at no other times.

Approval will be limited to three (3) Union Representatives. Requests for such Union visits shall be directed to the Borough Administration with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

The Borough will designate facilities for such meetings.

A - 11: Union Training

If the work load permits, and provided twenty-one (21) calendar days advance notice is given by the Union to the Borough, each of three (3) shop stewards will be granted five (5) days leave of absence without pay for Union training during an Agreement year.

The Borough agrees to provide up to four (4) paid days of leave per year for Union training purposes for stewards, provided the work load permits, and twenty-one (21) calendar days advance notice is given. Documentation of attendance at such events will be provided by the Union to the Borough upon request.

A - 12: Vacancy Notice

Whenever a permanent vacancy exists within the jobs covered by this agreement for which the Borough of Princeton is the hiring authority, the Borough shall post notice of the vacancy at Borough work sites in order that those interested may apply for the position. The application for employment form must be completed by each applicant and returned to the Borough by the deadline date specified in the announcement.

Qualified bargaining unit members who apply for job vacancies for positions covered by this agreement shall be selected before the Borough hires from outside the unit. All things being equal then seniority will be used to determine the promotion.

The standards and procedures used to fill vacant position shall be the same for all applicants.

A - 13: Safety and Health

The Borough will make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools, and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them. There will be no work performed during the designated break and lunch periods.

Health and safety issues shall be brought to the attention of the immediate supervisor. As soon as feasible, but in any case within one week, he / she shall then discuss with the union steward how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Safety Committee constituted below. Such referral can be made either by the supervisor or any member of the Union.

The Safety Committee shall consist of the designated supervisors from the PSOC, Parking Operations and Public Works and one union steward from the same entities as well as the Borough Public Works Director or his / her designee. It shall be the responsibility of the Committee to review any and all health and safety issues arising in the Public Works Department, Sewer Operating Committee and Parking Operations, and specifically to investigate specific conditions which are brought to its attention.

Every effort will be made by the Committee to resolve these concerns promptly.

The Borough will provide the Union with the minutes of the meetings of the Borough Safety Committee. Also, when appropriate, members of the bargaining unit may attend these Safety Committee meetings to discuss specific issues.

A - 14: General Rules, Regulations and Safety Codes

The Borough may establish such reasonable general rules, regulations and safety codes as it deems necessary for the ongoing operation of Borough functions. The Borough and the Union agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date of the Borough's General Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof. It is also established that each employee shall receive a copy of the rules and regulations and document proof of their receipt of said document.

A - 15: Reporting Accidents

The following procedures shall be followed in cases of injuries and accidents occurring in the work place, involving Borough employees. The procedures shall apply to all employees. In addition to these procedures, there may be special directives which shall apply to police and fire personnel. Any questions not covered herein should be referred to the Administrator or the Department Head.

A. Job Related Illness or Injury.

1. The supervisor or Department Head should be notified immediately and get emergency help immediately if required.
2. During normal business hours, if the injury is not severe, the supervisor should call Administration to report the injury prior to seeking medical attention. For severe cases or after normal business hours, proceed to a medical emergency room.
3. After the injured employee receives emergency medical care, the employee and the supervisor must fill out the employee accident report and immediately notify the Department Head. The employee accident report, in any case, must be completed within twenty-four (24) hours. If the accident report is not filled out within twenty-four (24) hours, the supervisor and employee are subject to disciplinary action.
4. In cases of non-severe injuries, where the employee is treated by a Borough recommended physician, the employee must follow all recommendations from the physician with respect to time off and reporting back to work. A Borough recommended physician shall also notify the Borough Administrator as to recommendations. The Borough Administrator shall provide appropriate updated information to the Department Head.
5. In cases of severe injury, where the employee is treated by a medical emergency room, the treating physician shall be requested to submit a medical report to a Borough recommended physician. A Borough recommended physician shall review the diagnosis of the treating physician and shall monitor the time-off treatment and referrals made, if necessary.
6. In all cases, a Borough recommended physician shall keep the Administrator informed as to the injured employee's progress and consult with the Administrator with regard to recommendations on time off, light duty or return to full duty options.

A - 16: Discipline and Discharge

Disciplinary Actions

A. Purpose

The disciplinary procedures listed below are recommended measures only. They are not absolute. Because every offense is unique, the Borough shall take whatever action it feels is appropriate.

B. Authority

The Administrator shall have overall authority and responsibility for personnel disciplinary actions. Department Heads shall have the authority and responsibility for taking written disciplinary actions and reporting infractions to the administrator. Supervisors may discipline employees orally if necessary to reprimand incidents of misconduct.

C. Severity of Offense

For every action taken, consideration must be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of an employee's service record.

D. Groups of Severity

	Number of Offenses	Disciplinary Action
*Group I	1	Counseling/Oral Reprimand
	2	Written Reprimand
	3	Suspension without pay (Not to exceed 30 days)
	4	Discharge
Group II	1	Written Reprimand
	2	Suspension without pay
	3	Discharge
Group III	1	Suspension without pay
	2	Discharge
Group IV	1	Discharge

*Borough may issue written reprimand on first offense in Group with just cause.

Group I

1. Productivity or workmanship not up to required standards of performance.

2. Accidents due to carelessness.
3. Performing other than assigned work
4. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned.
5. Excessive tardiness.
6. Failure to work overtime, special hours, or special shifts, after being scheduled according to overtime and standby duty policies.
7. Wasting time, loitering or leaving assigned work area during working hours without permission.
8. Where the operations are continuous, an employee shall not leave his post at the end of his scheduled shift until he is relieved by his supervisor or his relieving employee on the incoming shift.
9. Taking more than specified time for meals or break periods.
10. Disregarding job duties by loafing or neglecting work during work hours.
11. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
12. Failure to report an accident or personal injury in which the employee was involved while on the job.
13. Failure to keep the Department Head notified of proper address or telephone number.
14. Mistakes due to carelessness which cause material, parts or equipment to be damaged.
15. Violating a personnel rule or a specific department rule.
16. Making false malicious statements concerning any employee, supervisor, the Borough or its operation.

Group II

1. Reporting for work or working while unfit for duty---either physically or mentally.
2. Excessive absenteeism.
3. Mistakes due to carelessness which affect the safety of Borough personnel, equipment, tools or property.
4. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, catcalls or similar types of disorderly conduct.
5. Violating a safety rule or safety practice.
6. Using or possessing another employee's tools or equipment without the employee's consent.
7. Behaving in a way that interferes with the proper cooperation of employees and impairs the efficiency of Borough service.
8. Posting or removing any matter on bulletin boards or Borough property at any time unless authorized.
9. Failure to report a request for information or receipt of a subpoena from a law firm or any attorney.
10. Failure to report medical conditions which may hamper the employee's performance of duties.

11. Unauthorized operation of Borough-owned vehicles or equipment.
12. Incompetence or inefficiency in the performance of assigned duties in an employee's position.
13. Wanton or willful neglect in the performance of assigned duties.
14. Discourtesy to persons with whom the employee comes in contact with while in the performance of his / her duties.

Group III

1. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of the supervisory force; or discourtesy to persons with whom the employee comes in contact with while in the performance of his duties.
2. Having a driver's license suspended or revoked in the performance of one's duties when the employee's position requires the operation of a motor vehicle.
3. Sleeping during working hours.
4. Operating a Borough-owned, or other vehicle used in the service of the Borough, in wanton disregard for the safety of others.
5. Knowingly punching the time card of another employee, having one's time card punched by another employee, or any unauthorized altering of a time card.
6. Making false claims or misrepresentation in an attempt to obtain sickness or accident benefits, workman's compensation or special leave time.
7. Refusal to give testimony in accident investigations involving Borough.
8. Leaving the job during regular working hours without permission.
9. Provoking or instigating a fight, or fighting at any time during working hours.
10. Receipt from any person, or participants in any fee, gift or other valuable item in the course of work, when such is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

Group IV

1. Deliberately misusing, destroying, or damaging any Borough property or property of any employee.
2. Theft or removal of any property belonging to the Borough or any employee, without proper authorization.
3. Unauthorized possession of firearms, explosives, or weapons on Borough property.
4. Engaging during duty hours in any other employment activity.
5. Conviction or guilt of a Third, Second, or First Degree Crime as defined in New Jersey statutes, while either on or off duty.
6. Being absent from duty for a period of three (3) consecutive work days without proper authorization.
7. Failure to return from an authorized leave of absence.
8. Misappropriating Borough funds, appropriating Borough property for personal use or illegally disposing of Borough property.

9. Falsifying personal or Borough records, including employment applications, accident records, work records, purchase orders, time sheets or any other record or application.
10. Operating a Borough vehicle without having the required operator's license, while under the influence of drugs or alcohol, or when driving privileges have been suspended or revoked.
11. Any action as noted in the Borough's Personnel Policies and Practices Manual Appendix A Substance Abuse Policies.

Article B - Pay Provisions

B - 1: Rates Of Pay

A. The basic pay rates for 2010, 2011 and 2012 shall be as set forth in the Appendix Exhibit A attached hereto and made a part hereof.

B. Change in Salary:

1. Salary Schedule:

See attached Appendix Exhibit A for salary schedule.

2. All new employees whose job description requires the possession of a commercial driver's license will be demoted to Maintenance Person I , Sewer Maintenance Person I, or terminated if they have not acquired a commercial driver's license within their probationary period. If during the term of the contract an employee loses his / her commercial driver's license, he / she will be demoted to the position of Maintenance Person I or Sewer Maintenance Person I.

Any employee who obtains his commercial driver's license within 90 days of being demoted will be reinstated to his / her former position. Demoted employees, who obtain their commercial driver's license more than 90 days after being demoted, will be promoted to Maintenance Person II or Sewer Maintenance Person II or a higher position at the discretion of the Borough if a higher position is vacant. The promotion will be effective within two weeks of the employee providing the Borough with a copy of his / her commercial driver's license.

The Borough will assist the employees in obtaining the commercial driver's license. The Borough may require the employee to use personal time if the test is scheduled during normal working hours.

Should an employee in the position of Maintenance Person I or Sewer Maintenance Person I receive his / her Commercial Driver's License, Class B, he / she shall be promoted to the position of Maintenance Person II or Sewer

Maintenance Person II. In accordance with the promotion language as outlined below.

C. Changes in Rates of Pay

1. Annual Salary Increases

(a) Employees shall receive a 1.5% increase effective 07/01/10, a 1.9% increase effective 01/01/11 and a 1.9% increase effective 01/01/12.

D. Upon employment, the Borough may recognize prior comparable experience in amounts not to exceed one year of credit for each two years of prior outside equivalent experience.

E. Upon any promotion from one salary range to another, the employee shall be placed in a step in the appropriate range that provides for a salary increase of at least 5%.

F. Meter Department employees are subject to rotating shifts.

G. An additional \$1.25 per hour through the length of the contract will be added to the employee's hourly rate for hours associated with working beyond the latest shift. This applies to parking operations and snow plowing for the shift that covers the 2 AM and beyond time period.

B – 2: Hours and Overtime

A. All members of the unit are required to work an average of forty (40) hours per week on a schedule approved by the Borough Public Works Director, PSOC Manager or their designees. The normal workday shall consist of an eight (8) hour day, which is typically 7:30 – 4:00 with a ½ hour for lunch. For payroll purposes, the workweek commences on Saturday, 12:01 a.m., and extends to Friday, 12:00 Midnight, with the exception of the street sweeper operator and meter person. Employees will be paid on a bi-weekly basis.

B. Employees in Public Works , Parking Operations or in the PSOC_who work overtime that has been approved in advance by the Borough Public Works Director, PSOC Manager or their designees, will be compensated for such overtime work. Overtime compensation shall be computed at one-and-one half times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. For time worked on Sundays and Holidays beyond a scheduled 40 hour work period, overtime compensation shall be computed at two times the normal hourly equivalent. The forty (40) hours of straight-time pay shall include those paid hours due to hours of work, holiday, vacation, sick leave, bereavement leave, personal days and jury duty.

1. Overtime opportunities will be distributed by the Borough to members of the unit initially on a voluntary basis; if, however, insufficient volunteers from this unit are available, then overtime will be assigned by the Borough. Assigned overtime will be on a rotational basis provided the employee is qualified to do the work.
2. The Borough shall attempt to give the employee as much advance notice as possible for overtime work.
3. In computing overtime compensation, the nearest one half (1/2) hour shall be the smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.

The work schedule shall also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by the Borough. This period is inclusive of any time utilized for travel to and from any establishment to procure food or beverages to be consumed during the rest period.

- C. Employees required to carry a telephone for possible emergency call-ins shall be eligible to receive eight hours pay at the straight time rate or may have access to a Borough vehicle and receive eight hours of pay of compensatory time during the week they are on call. These employees must notify their supervisor as to their individual preference at the time they are assigned.
- D. Employees are eligible to earn compensatory time in lieu of overtime, at the discretion of their supervisor, up to a maximum of forty hours. This forty hours does not need to be utilized in a given time frame.

B-3: Longevity

Employees who will be eligible for an increase in longevity during the term of the contract will receive it on July 1st. Employees who became eligible for longevity during 2010 will receive longevity retroactive to their anniversary date. No employees shall be granted longevity beyond the expiration of this contract.

B – 4: Out of Title Work

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment of one (\$1.00) dollar an hour in addition to his / her regular rate, starting with the first full day of work.

In all other cases, the employees will receive his / her regular rate of pay for out-of-title work.

In order to dispel any perception of impropriety, the Borough management will act to avoid the manipulation of employees' work assignments that would deny an employee the valid opportunity to receive out-of-title wages. Such practice of manipulation will not be condoned, and any documented allegation of such practice will be investigated via the grievance procedure established, herein. If an allegation can be determined to be true, corrective action will be taken immediately, which would include retroactive payment of denied wages, if appropriate.

B – 5: Crew Leader

Employees that are asked to assume the role of a supervisor on a temporary basis shall be responsible for the following general duties:

- Oversee and manage the activities of the employees that you are assigned to supervise.
- Have the ability to inspect, instruct, counsel control and discipline those persons under your supervision.
- Have the knowledge, skill and ability to perform all of the duties that you are assigned to complete with the employees you are supervising.
- Direct and supervise all the activities necessary to complete the assigned tasks.

To be selected as a temporary supervisor an employee must:

- Have the knowledge, skill and ability to perform all of the duties that you are assigned to complete with the employees you will be supervising.
- Have an acceptable performance review in accordance with the minimum standards of the CWA contract for a period of two years prior to the assignment.

When two or more employees of equal position are assigned to one specific task, the Public Works Director or PSOC Manager or their designee may assign one of the individuals as a temporary supervisor. If two or more candidates are judged equal for the position the individual with the most seniority shall be given the assignment.

A crew leader will receive two dollars an hour more than his / her regular rate of pay while performing his / her duty.

B – 6: Lateness

1. All employees are to start work at their scheduled reporting location at their scheduled starting time and are to be prepared to commence work at their regular starting time.
2. In the event of unavoidable lateness, the following will govern:

- a. An employee who reports for work within the first fifteen (15) minutes of his / her scheduled starting time shall start work immediately upon reporting, but shall not be paid for any time worked during the period.
 - b. An employee who reports for work within the second fifteen (15) minutes of his / her scheduled starting time shall, if deemed practicable by the Borough, start work immediately, but shall not be paid for the first fifteen (15) minute period and for any work performed during the second fifteen (15) minute period.
3. The lateness provision does not exclude other methods deemed necessary by the Borough to ensure compliance with Section 1 above.
 4. When it becomes evident to an employee that he / she will be late in reporting for work, the employee shall call his / her supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.
 5. A record shall be maintained by the Borough indicating the time and method of notification of lateness along with the stated reason.

B – 7: Dues Deduction

The Borough will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union. Union dues shall be two (2) hours base pay per month calculated on a forty (40) hour work week.

The Borough will discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1st or July 1st.

Dues deducted will be forwarded each month to the:

President of Local 1032, CWA
67 Scotch Road
Ewing, NJ 08628

together with the names and amounts deducted.

B – 8: Agency Shop (Representation Fee)

All eligible non-member employees in this unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

The representation fee in lieu of dues shall be in the amount of 85% of the regular membership dues. The mechanics of deduction of representation fee and the transmission to the Union will be the same as those used for the deduction and transmission of regular membership dues. Representation fee deduction for a new employee shall begin the first pay period after the employee's six months probationary period.

B – 9: Paid Rest Period During Declared Emergencies or Snow Days and Call in Minimum

In the event that an employee is required to remain at work following the end of his / her regular shift as a result of a declared emergency or snow day, he / she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a one-half (1/2) hour paid rest period upon the completion of each four hours of emergency or snow removal service.

Any employee who is called in and arrives at work in a declared emergency or snow storm within one (1) hour from the time called to report shall receive one (1) hour pay in addition to any other earnings. (However, it should be noted that this is only if the employee is called in to report from home. If the overtime is scheduled even in a storm, the employee is expected to arrive at the scheduled time.)

Any employee called into work will be guaranteed three hours, with a fourth hour paid if the employee is on the job site within one hour of receiving the call in accordance with receiving a call as outlined in the above paragraph.

Emergency

An emergency is hereby defined as that period of time when health, safety and the general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Department Head or his / her designee, and will not be a subject for the grievance procedure.

When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work day and has worked a minimum of four (4) hours overtime, the Borough will make provisions for the payment of a meal allowance. Payment will be made within seven (7) days upon receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance schedule listed below.

Breakfast:	\$6.00
Lunch:	\$7.00
Dinner:	\$10.00

A signed slip must be turned in within one week of storm or other occurrence for reimbursement.

The Borough reserves the right to arrange for meals at a local restaurant in lieu of this reimbursement.

Article C – Time Off Provisions

C – 1: Vacation

- A. All permanent full-time employees of the Borough shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of one (1) day vacation for each full month worked during the remainder of the calendar year following the date of appointment with a maximum accumulation of 10 days for the first calendar year. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month.

While probationary employees will be earning vacation from the day they start employment they are not entitled to utilize the vacation until after completion of the first three (3) months of their probationary period/ employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.

Vacation credit as of January 1st following the partial year of employment

1 st through 5 th years	12 working days
6 th through 10 th years	15 working day
11 th through 20 th years	21 working days
21 st and thereafter	28 working days

- B. The amount of vacation leave earned each year depends on the amount of continuous service with the Borough.
- C. All vacation must be scheduled and approved by the Borough. The Borough may, with due consideration of the need of the Borough's work requirement, permit the employee to take his / her annual vacation leave at the times so requested provided that no more than two employees, each in the Public Works Department, Parking Garage, Meter Department and Sewer Operating Committee, are off at the same time. No more than five (5) days of vacation leave shall be broken into increments smaller than one week. Exceptions may be granted to this requirement in exceptional circumstances upon prior approval by the Department Head. The Department Head is to be notified by April 1st of each calendar year of the desired vacation dates. Any request made after April 1st will be assigned whatever dates are available. In cases of conflict of scheduling, the Borough may consider length of employment as one of the factors in assignment of vacation.

- D. It is expected that all vacations must be taken during the current calendar year (January 1st to December 31st). Employees will be allowed to carryover five days of vacation time into the succeeding year. Employee must notify the Borough Administrator, in writing, by December 7th of each year. The five days carried over must be used in the succeeding year. Under no condition will vacation be allowed to accumulate over the five days without written approval of the Borough Administrator.
- E. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.
- F. An employee, who is retiring or who has otherwise separated from employment, including termination, resignation or through layoff but otherwise in good standing shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to his / her credit any annual vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his / her estate a sum of money equal to the compensation figured to his / her salary at the time of death. The Borough shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Borough service during the calendar year.

C – 2: Holidays

- A. Employees will be provided with thirteen paid holidays. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:
 - 1. New Year's Day (January 1st)
 - 2. Martin Luther King's Birthday (3rd Monday in January)
 - 3. Washington's Birthday
 - 4. Good Friday
 - 5. Memorial Day (last Monday in May)
 - 6. Independence Day (July 4th)
 - 7. Labor Day (first Monday in September)
 - 8. Veteran's Day (November 11th)
 - 9. Thanksgiving Day
 - 10. Friday following Thanksgiving day
 - 11. Christmas Eve Day (December 24th)
 - 12. Christmas Day (December 25th)
- B. The thirteenth holiday is selected annually by the Borough as included within the Holiday Resolution.

- C. In order to eligible for holiday pay, an employee must be on the active payroll of the Borough and must have worked or been credited by the Borough for the fully regularly scheduled work day before and after each holiday.
- D. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.

C – 3: Personal Days

Three (3) personal days business leave with pay can be granted per employee per year upon prior approval of the employee's Department Head, provided that a written request is made at least twenty-four (24) hours prior to the date that the employee seeks to have off. Personal time may not be taken in increments smaller than one half (1/2) day. This leave will not be subject to accumulation, nor will payment be made for unused time upon retirement, separation or resignation, termination or layoff nor can personal business leave be taken in conjunction with vacations. There must be a good and sufficient reason for granting the day from work and it must involve an emergency or equally compelling necessity.

In the case of an emergency, the employee shall be required to call his / her Supervisor prior to the scheduled reporting time to report the reason.

C – 4: Jury Duty

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify the Borough immediately of the requirement for this leave.

Such employees, upon presentation of proper evidence of attendance, will be paid the difference between regular pay and jury duty pay for the hours of jury duty required. In the event that the employee is excused from Jury duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 5: Witness Leave

When an employee is summoned to appear as a witness in a court of law, he / she shall be paid for the regular hours lost for such appearance only under the following conditions, provided he / she presents proper evidence of attendance:

1. As a witness for the Borough, and
2. As a witness to an event which he / she observes while at work for the Borough.
3. As a witness in a criminal court of law to a maximum of five (5) work days.

In the event the employee excused from witness duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 6: Death in Family

1. In the case of death of an employee's father, mother, grandparent, spouse, children, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law the employee shall be granted time off with pay from the day of death until the day of burial inclusive, to a maximum of five (5) working days with pay provided the employee attends the funeral. One (1) day of the five (5) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.
2. In the case of death of an employee's uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse, the employee shall be granted time off with pay, a maximum of two days, provided the employee attends the funeral. One (1) day of the two (2) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.
3. In the case of death of a bargaining unit employee, an employee shall be granted time off to attend the funeral. The time shall be taken against the employee's allotted personal time as defined herein.
4. When the death and / or the relationship of the employee to the deceased is not common knowledge, proof may be required for the purpose of receiving payment under this provision.

C – 7: Sick Leave

- A. Sick Leave Earned - Permanent employees of the Borough shall be entitled to accrue sick leave with full pay. The number of days credited to an employee will be determined, as follows:
 1. Each employee will be credited, on January 1st of each year with 12 days of sick leave for the ensuing calendar year.
 2. Probationary employees shall earn sick days at the rate of (1) day per month up to a total of 10 days during the first year.
 3. Sick leave may be accumulated up to a maximum of 250 days credit.
 4. Each day of sick leave shall be charged to the amount credited.
 5. After a minimum of five years of service with the Borough, an employee, upon retirement, termination, resignation, layoff or other separation in good standing, will receive terminal leave or pay based upon unused sick leave, up

to a maximum of 250 days of such credit up to a maximum amount of \$12,500.00, in accordance with the following schedule:

- (a). Upon Retirement or resignation due to disability, which is medically confirmed: 50% of the employees then current normal rate of pay.
- (b) Other: 25% of the employees then current normal rate of pay.

B. Sick Leave Buy Back

Employees must have a minimum of 44 days in the bank for use in the long-term illness provision. Any balance remaining in the bank remains in the bank for the employees future utilization or for retirement purposes. Employees can only cash in the days if they use less than five days of their annual allocation. The buy back will be at the rate of 40% of the value of the remaining days. Employees must advise administration of their intent to purchase the time back by December 7th of the year the time is earned.

C. Procedures for Reporting

All employees shall use the following procedures in reporting their absence from work due to illness.

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the Department Head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action, which may include dismissal.
2. The Borough may require proof of illness of an employee absent from work because of personal illness or injury for more than one day. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of the Borough. Such discretion shall not be discriminatory. The Borough may, thereafter, require such additional written statements from the attending physician as may be appropriate, in the sole discretion of the Administrator, depending upon the nature of the illness or injury. The Borough may require the employee who has been absent because of personal illness to be examined by a physician, designated by the Borough, to determine and certify fitness for duty before returning to work.
3. Absence without notice for three consecutive days shall be considered a resignation and that the employee has abandoned his position, unless the employee is hospitalized from an accident or injury that prevents notification. Written proof of being incapacitated would need to be provided to the Borough to be exempt from this requirement.

4. An employee who calls in sick to engage in outside employment shall be subject to immediate disciplinary action.
5. Whenever an employee reports in sick, it is understood that he / she will be home. If for some reason, the employee must leave their home during absences due to sickness, they must submit, to their supervisor, a telephone number where they may be reached.
6. Accumulated sick leave may be used by an employee, with a maximum of three days, for illness to his / her immediate family which requires his attendance upon the ill person. The term "immediate family" for the purpose of this subsection, shall be defined as the employee's spouse, child, parent, brother, sister, grandparents, spouse's parents and spouse's grandparents. When such absence falls within the provision of the Family and Medical Leave Act, the Borough may require that the need for leave for a serious health condition of the employee's immediate family member be supported by a certification issued by a health care provider. The Borough shall allow the employee at least 15 calendar days to obtain the medical certification. In addition, the Borough may require second or third opinions (at the Borough's expense) and a fitness for duty report to return to work.

C-8: Family Leave

- A. Family Leave pursuant to federal Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA).

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

- B. Eligibility.

Employees are eligible for leave under the New Jersey Family Leave Act if the individual has worked for at least 12 months with a minimum of 1,000 base hours during the immediately preceding 12 months.

Employees are eligible for leave under the Federal Family Leave Act if the individual has worked for at least 12 months with a minimum of 1,250 base hours

during the immediately preceding 12 months. If an employee may be considered a “key employee” under the Family and Medical Leave Act, or a “highly compensated employee” under the New Jersey Family Leave Act, that employee’s entitlement to leave and reinstatement may be affected. Upon inquiry by an employee, the Borough will confirm whether the employee holds the status of a key employee or a highly compensated employee. The Family and Medical Leave Act define a “key employee” as a salaried employee who is among the highest paid 10% of employees. As such, under the Family and Medical Leave Act, a key employee is entitled to leave, but may be denied reinstatement if reinstatement will cause substantial and grievous economic injury to the operations of the Borough. The New Jersey Family Leave Act define a “highly compensated employee” as one who is among the 5% highest paid employees or one of the 7 highest employees, whichever number is greater. Such an employee may be denied leave under the New Jersey Family Leave, as well as reinstatement rights, if the employee’s absence will cause substantial and grievous economic injury to the Borough’s operations.

C. Amount of Leave

Employees are eligible pursuant to the federal FMLA for up to 12 weeks of unpaid leave during a 12-month period. Employees are eligible pursuant to the New Jersey Family Leave Act for up to 12 weeks of unpaid leave during a 24-month period. The 24-month period begins on the first day of the employee’s first New Jersey Family Leave Act leave.

D. Relationship between Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA).

Like the NJFLA, federal FMLA also provides time off from work in connection with the birth or adoption of a child or the serious illness of a parent, child or spouse. When an employee takes a leave for a purpose covered by both the FMLA and the NJFLA, the leave simultaneously counts against the employee’s entitlement under both laws. Specifically, in situations where a leave is covered by both the NJFLA and the federal FMLA, the employee is entitled to only one period of leave of up to twelve weeks in a twelve month period to care for a family member.

The FMLA provides time off from work due to an employee’s own disability, while the NJFLA does not provide covered employees with leave for their own disabilities. Thus, even though an employee may utilize all of his or her allotted time under the federal FMLA due to his or her disability, the employee may subsequently be entitled to time off under the NJFLA in connection with the birth or adoption of a child or the serious illness of a parent, child or spouse.

E. Definitions

“Family Member” is defined as a child (including step-child, adopted-child, foster child), parent (including foster parent, step-parent, parent-in-law and legal guardian) or spouse of employee.

A “serious health condition” means an illness, injury, impairment or physical or mental condition which requires:

1. In-patient care (i.e. an overnight stay) in hospital, hospice, or residential medical care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities or subsequent treatment in connection with such inpatient care); or
2. Continuing treatment by a health care provider, which includes:
 - (a) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - (1) Treatment two or more times by or under the supervision of a health care provider (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - (2). One treatment by a health care provider (i.e. an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g. prescription medications, physical therapy); or
 - (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence, or
 - (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

F. Other Employment

An employee on family leave may not take another full-time job during the term of the leave. An employee on family leave may work part-time (less than 20 hours per week in an outside job) during the term of the leave provided:

1. The employee has advised the Borough that he or she is not available due to the health condition of their family member to work full-time, but is available to work part-time hours at their Borough job during normal business hours; and
2. The Borough has determined that such part-time work during normal business hours would not be desirable due to scheduling problems it might create in the operations of the Borough.

Any employment commenced prior to the leave and not otherwise prohibited by law may be maintained during the term of the leave.

G. Denial of Family Leave

An “eligible” employee who has met FMLA’s notice and certification requirements (and has not exhausted FMLA or NJFLA leave entitlement for the year), may not be denied FMLA leave.

H. Restoration of Position on Expiration of Leave

1. An employee who exercises the right to family leave as set forth herein shall, upon the expiration of leave, be entitled to be restored by the Borough to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other terms and conditions of employment. If, during family leave, the Borough experiences a reduction in force or layoff and the employee would have lost his or her position had the employee not been on leave, as a result in the reduction in force and pursuant to the good faith operation of a bona-fide layoff and recall system, including a system under collective bargaining agreement where applicable, the employee shall not be entitled to reinstatement to the former or an equivalent position.
2. Under limited circumstances where restoration to employment will cause “substantial and grievous economic injury” to the Borough’s operations, the Borough may refuse to reinstate certain highly-paid, salaried “key” employee. In order to do so, the Borough must notify the employee in writing of his / her status as a “key” employee (as defined by FMLA), the reasons for denying job restoration, and provide the employee with a reasonable opportunity to return to work after so notifying the employee.

When the Borough believes that reinstatement may be denied to a key employee, the Borough must give written notice to the employee at the time

the employee gives notice of the need for FMLA leave (or when FMLA leave commences, if earlier) that he or she qualifies as a key employee. At the same time, the Borough must also fully inform the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the Borough should determine that substantial and grievous economic injury to the Borough's operations will result if the employee is reinstated from FMLA leave. If such notice cannot be given immediately because of the need to determine whether the employee is a key employee, it shall be given as soon as practicable after being notified of a need for leave (or the commencement of leave, if earlier).

I. Request for Leave

Employees must provide 30 days written notice for a request to take leave because of birth or adoption and 15 days written notice for serious health conditions. Where such leave is not foreseeable, notice is to be given within two (2) business days whenever possible. In the event of unforeseeable condition or emergencies, oral notice may be given to the employee's Department Head.

J. Intermittent Leave

Intermittent leave is permitted for serious health conditions when medically necessary. Intermittent leave may not be taken for birth or adoption without the agreement of the Borough. In requesting intermittent leave, employees must make reasonable efforts not to disrupt the Borough's operations. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Borough with a regular schedule of days for intermittent leave.

K. Certification by Health Care Provider

The Borough requires that any period of family leave be supported by a certification issued by a duly licensed health care provider. Where the certification is for the serious health condition of a family member, the employee certification must state: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the medical facts within the provider's knowledge regarding the condition. Where the certification is for the birth or placement of a child, the certification must state the date of birth or date of placement, whichever is appropriate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Borough reserves the right to deny any request for extended leave.

L. Personal – a leave of absence without pay may be requested by any employee of the Borough by submitting in writing to his / her Department Head the reasons for

the requested leave and the length of time desired. Such requests will require the approval of the Administrator and will usually not exceed a six-month period.

M. Effect of Unpaid Leaves of Absence on Calculation of Benefits

Time taken on any unpaid leave of absence shall not be credited toward the calculation of seniority, sick leave, vacation and pension benefits.

N. New Jersey Family Leave Insurance Program / Family Temporary Disability.

1. Beginning July 1, 2009, New Jersey law will provide up to six (6) weeks in a twelve (12) month period of Family Temporary Disability benefits. Benefits are payable to eligible employees from the New Jersey State Plan to:

- (a). Bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
- (b) Care for a family member with a serious health condition supported by a certification provided by a health care provider. Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12 month period beginning with the first date of the claim.

Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

- 2. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). Family Leave Insurance benefits will run concurrently with FMLA and / or NJFLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.
- 3. Notice.
 - (a) Employees intending to take leave to bond with a newborn or newly adopted child must provide the employer with a minimum of thirty (30)

days notice prior to commencement of the family leave. Failure by the employee to provide this notice will result in a 2 week (14 day) reduction in the claimant's maximum Family Leave Insurance benefits entitlement for the 12-month period unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

- (b) Employees intending to take leave to care for a seriously ill family member on a continuous, non-intermittent basis must provide the employer with prior notice of the family leave in a reasonable and practicable manner, unless an emergency or other unforeseen circumstance precludes prior notice.
- (c) Employees intending to take leave to care for a seriously ill family member on an intermittent basis must provide the employer with a minimum of fifteen (15) days notice prior to the commencement of the intermittent family leave unless an emergency or other unforeseen circumstance precludes prior notice.

4. Limitation on benefits. You may receive benefits for up to six weeks (42 days) during a 12 month period or until you receive benefits equal to one-third (1/3) of your earnings during your base year, whichever is less. The 12-month period is the 365 consecutive days that begins on the first day of a valid family leave insurance claim.

- (a) A "first claim" is the first claim you file for Family Leave Insurance benefits. The 12-month period starts when you file your first claim.
- (b) A "re-established claim" is another claim filed within the same 12-month period. You may re-establish a claim:
 - (1) To care for a different family member, or
 - (2) During or following employment with a different employer

Important: No one may receive more than six (6) weeks or forty-two (42) days of benefits during the 12-month period, for any reason.

5. Continuous or Intermittent Leave. If the leave is to care for a seriously ill family member, the leave may be taken during one continuous period, up to a maximum of six (6) weeks or intermittently up to a 42 day maximum in a 12-month period.

If the leave is to bond with a newborn or newly adopted child, the leave must be taken during one continuous period of time of seven (7) days or more unless both the employee and the employer have agreed to an intermittent leave schedule. In those cases, leave may be taken in non-continuous

intermittent periods of seven (7) days or more. All leave taken to bond with a newborn or newly adopted child must be taken during the 12-month period immediately following the birth or adoption of the child.

6. Employment Protection. The Family Leave Insurance program does not protect anyone's job. The program provides partial wage replacement when an employee cannot work because of the need to care for a child, parent, spouse, or domestic partner, or to bond with a newborn or newly adopted child. Some employees may have their job protected under other laws, such as the federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA).

C-9: Leave Without Pay

An employee who has no remaining vacation, personal days, sick leave or other credit for time off may for good and sufficient reason be granted leave without pay. All requests for such leave must be done in writing and in advance. Such time off without pay, if requested in advance and not disruptive of established work schedules, may be granted at the discretion of the Borough Administrator upon the recommendation of the Borough Public Works Director, the PSOC Manager, or their designees. No compensation will be paid for time taken off without prior notification and authorization. Should an employee fail to be approved in advance and then takes the unpaid leave, the employee shall be subject to disciplinary action as per a failure to report to work. Abuse of this provision shall be cause for disciplinary action, including possible termination of employment.

C – 10: Long Term Sick Leave

An employee who has become seriously injured or has contracted a serious illness and who has expended all of his / her sick leave is eligible and may request long term sick leave. In order to be eligible for this long-term illness provision, employees must be employed with the Borough for a minimum of five years to qualify. The employee must exhaust the leave time (sick, vacation, personal and compensatory) that they have on the books up to 44 days. An unpaid leave is not permitted to cover the 44 day requirement unless the employee has exhausted all benefit time. The Borough will then cover the employee at 100% salary for the ensuing six months at which time long term sick leave would terminate.

Article D – Benefit Provisions

D –1: Hospitalization, Prescription and Dental Insurance

- A. Enrollment is in the State Health Benefits Plan (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Eligibility is effective sixty days after the date of hire.

1. Employees may enroll in any of the plans offered by the SHBP.
 2. The Borough may substitute for SHBP such alternative carriers or programs as may continue to provide comparable benefits, subject to notification to the Union.
 3. The co-payments for the medical plan and prescription drugs will be in accordance with the rates set by the SHBP
 4. As of May 21, 2010 and upon the expiration of any applicable binding collective negotiations agreement in force on that date, employees shall pay one and a half percent (1.50%) of base salary, through the withholding of the contribution, for health benefits coverage provided under P.L. 1961, c. 49 (C.52:14-17.25 et seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
- B. Any member of the bargaining unit who elects to obtain health insurance coverage through his / her spouse, and not through the Borough, may elect to be paid the amount as adopted by the Council and included within the PPM. Such payment is to be made no later than the first pay period in December of each year for the period January 1 – December 31 and shall be issued in accordance with all laws governing its issuance. In addition, in order to participate in the program, an employee must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis. Any employee who waives coverage shall be permitted to immediately resume coverage within the parameters set by the health benefit carriers if the employee ceases to be covered through the employee's spouse for any reason, including but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the Borough which represents an advance payment for a period of time during which coverage is resumed. Proof of coverage must be provided.
- C. The Borough will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier.
- D. The Borough has authorized Resolution #2004-166 & #2004-167 which recognizes same-sex domestic partners as eligible dependents for pension purposes only under the Domestic Partnership Act, Chapter 246, P.L. 2003 and to authorize participation in the New Jersey State Health Benefits Program Act of the State of New Jersey for Domestic Partnership Coverage in accordance with Chapter 246, P.L. 2003. This also applies to NJ Certified Civil Unions.
- E. Employees who retire from the Borough, and who have been enrolled for 25 years in the pension system will be provided medical insurance and prescription

coverage for themselves and their eligible dependents who are covered by the Plan at the time of retirement.

1. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the SHBP for the type of coverage in effect at the time of retirement.
 2. No coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying the Borough at the start of such coverage and at its termination.
 3. A retired employee and spouse and / or dependent eligible for Medicare coverage by reason of age or disability must be enrolled in both Part A (Hospital Insurance) and Part B (Medical Insurance). Both parts of Medicare are available from the Social Security Administration. Upon enrollment in Medicare, the Borough's health benefit plan becomes the secondary provider to Medicare. Proof of that enrollment, a photocopy of the Medicare cards(s), must be submitted to the Borough in order to remain enrolled in any of the Borough's health benefit plans. In addition, evidence of enrollment must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and / or dependents coverage being terminated. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Borough receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.
- F. Any employee who becomes a member of a State or locally-administered retirement system on or after May 21, 2010 shall pay in retirement one and a half percent (1.50%) of the retiree's monthly retirement allowance, including any future cost-of-living adjustments, through the withholding of the contribution, for health benefits coverage provided under P.L. 1961, c. 49 (C.52:14-17.25 et seq.) notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.

D – 2: Workmen's Compensation

An employee who is injured while performing Borough work shall report the injury, no matter how insignificant, immediately to his / her supervisor.

An employee who is injured to the extent that he or she cannot work shall receive Workman's Compensation at the statutorily established rate of 70% of the employee's weekly wages at the time of injury. This compensation shall be paid during the period of such disability in accordance with the time frame established in the Workmen's

Compensation Statute. The Borough shall pay to the employee his / her full salary for up to seven days for on the job injuries / illnesses.

In the event the monies received from Workmen's Compensation are less than the employee's regular net weekly wages, the Borough shall reimburse the employee for the difference. The Borough shall calculate the net weekly wages according to standard Internal Revenue Service exemption, based upon the number of IRS deductions to which the employee is entitled.

The period covered by workmen's compensation shall not be charged against sick leave.

D – 3: Pension Plan

The Borough for the life of this agreement will meet it's obligations to making payments to the Public Employee Retirement System.

D – 4: Coveralls, Rain Gear and Clothing

The Borough will provide pants, long-sleeve shirts, pocket t-shirts, one (1) pair of rubber rain boots, one (1) rain-gear set (raincoat / with hood and pants), two (2) sets of coveralls for mechanics and one (1) set of coveralls for equipment operators, two (2) pairs of safety work shoes (if requested, may be insulated winter shoes), with a maximum of \$200.00 per year one (1) winter jacket or winter coverall, and, as needed, work gloves and / or rubber gloves and a hooded lime green sweatshirt. The Borough will also provide a spring jacket and will see to it that one (1) is available at all times. These appropriate clothing items are to be worn by employees at all times during working hours. Failure to observe this rule will result in disciplinary action.

If there is a balance remaining between the value of the safety work shoes and the \$200.00 annual allowance, the employees could utilize the balance for "other" work related wear. This is only to be done through the vendor that the Borough has the contract with. This is not to be on a reimbursable basis.

The pants and shirts will be provided through a rental service that will launder the uniforms weekly.

The employee is responsible for the proper care of all the above clothing. Replacement of all of the above clothing except coveralls which will not be replaced by the Borough will be as follows:

1. The Borough will replace, if worn out and returned to Borough.
2. The employee will replace, if lost.
3. For all other cases, replacement at Borough expense or employee expense will be at the sole discretion of the Borough.

D – 5: Eye Care Program

The Borough will provide an eye care program. This program will provide for employees or their dependents to receive up to one hundred fifty dollars (\$150.00) reimbursement towards the cost of eye examinations and / or the purchase of regular prescription eyeglasses, bifocal prescription eyeglasses, lasik surgery, safety glasses or contact lenses every year. The employee must file paid receipts for the examinations, eyeglasses or contact lenses with the Borough Administrator prior to receiving reimbursement provided for herein above. Receipts must be submitted by March 31 of a subsequent year for prior year reimbursement.

Employees hired after the signing of this agreement shall no longer receive this benefit.

D – 6: Tuition Reimbursement

Reimbursement up to the sum of \$1,800 per calendar year will be paid for tuition expenses, provided a grade B or better is attained, to employees who continue their education in subjects related to their current work for the Borough if such course or sources have been previously approved by their Department Head and if they are not otherwise compensated. If the reimbursed employee leaves employment with the Borough within a year of receiving said amount, the employee must reimburse the Borough for the amount received.

D - 7: Credit Union

Borough employees, as well as any member of the employee's family, living in the same household, can join the Princeton University Credit Union. The credit union offers savings accounts, checking accounts, loan, individual retirement accounts, ATM cards, travelers checks and money orders. To join the credit union, a membership application must be completed.

D - 8: Direct Deposit

Borough employees are eligible to setup direct deposit to their bank institution and / or credit union. Direct deposit is limited to one checking account, one savings account and one credit union. Direct deposit is started based on a signed direct deposit authorization form from an employee to the Payroll Office.

D - 9: Deferred Compensation

Borough employees are eligible to join the ICMA Retirement Corporation Section 457 plan. The plan offers to Borough employees the advantage of investing pre-tax dollars in their program. There are numerous types of funds with various levels of risk involved.

D - 10: Confidential Advisory Program

The Confidential Advisory Program is available to Borough employees and their family members. It is designed to assist employees and their families who are experiencing personal, family or work related problems.

D - 11: Cafeteria Plan

The Borough offers to its employees a flexible spending plan where employees may elect to put part of their pay into personalized accounts, for both health care and dependent care expenses, before, federal, state and social security taxes.

D - 12: Disability / Life Insurance

The Borough offers to its employees, at the employees cost, the option of purchasing disability insurance and / or life insurance.

D - 13: College Savings Fund

The Borough offers to its employees a college savings fund where employees may elect to put part of their pay into a higher education fund for family members.

Article E – Seniority Provisions

E – 1: Seniority

Seniority is defined as an employee's continuous length of service with the Borough retroactive to the latest date of hire as a full-time employee.

- A. A new hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a six (6) month probationary period.
- B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff or recall. Employees who are laid-off shall retain their priority seniority provided that re-employment occurs within six (6) months of layoff.

E – 2: Probationary Employees

An employee is probationary during the first six (6) full months following most recent date of employment. Employees may be terminated at anytime during this probationary period. Such termination is not subject to any of the grievance provisions of this Agreement. The Borough at it's discretion may extend probation for up to another 3 months.

E – 3: Promotion

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, his / her permanency in his / her former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

Promotions will be based on a formula which included 40% on performance evaluation, 30% on longevity and 30% on disciplinary record. All things being equal in promotional opportunities, then seniority / longevity will be the determining factor.

E – 4: Transfer

Transfer is the assignment of a qualified employee to a full time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee agrees to be transferred, the Borough will make the assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

The Borough will make the final determination regarding transfer.

E – 5: Layoff

- A. When the Borough determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:
 1. In determining the order in which employees are to be laid off, seniority will prevail for all employees covered under this Agreement as long as the more senior employee has the qualifications, skills and abilities to perform the required work as reasonably determined by the Borough Administrator.
 2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.
 3. The Borough shall meet with the Union to discuss the impact of the layoff at least fourteen (14) days in advance of the effective date, if practicable. At or prior to the meeting the Borough shall supply the Union with a list of the positions that the Borough is targeting for layoff, as well as a current list of all employees in such positions with their overall seniority and their seniority within their current job title

- B. Laid-off employees retain recall rights for eighteen (18) months following the actual date of separation. Employees being recalled must have the qualifications, skills and abilities to perform the duties of the position.
- C. Laid-off employees who wish to be recalled must keep the Borough informed in writing of any change in their address of record.

E – 6: Recall

When the Borough determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

- A. The most recently laid off employee still holding recall rights within the bargaining unit and who has the necessary qualifications, skills and abilities to perform the work as reasonably determined by the Borough Administrator, for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Borough records.
- B. After such notice has been sent, the Borough may hire temporarily pending return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.
- C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying the Borough that he / she does not wish to be recalled for that position, will not lose his / her recall rights.
- D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies the Borough that he / she does not wish to be recalled for that position, loses his / her recall rights.
- E. Unless the Borough receives written notification by the 15th calendar day following sending of the recall notice, the recalled employee loses recall rights.
- F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.
- G. A laid-off employee upon returning to employment by exercise of his / her recall rights retains the seniority held on date of separation, and begins accumulation of additional seniority starting with the return.

Article F – Grievance Procedure

F – 1: Grievance Procedure

- A. **Definition:** A grievance is a claim that a specific provision of the Agreement has been violated. Disciplinary appeals also will be handled by the grievance procedure.
- B. General Rules
1. A grievance must be filed within the time limit set and in the manner set forth herein. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.
 2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limit, the grievance may be carried to the next step.
 3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of the Borough's last answer, and there shall be no further appeal for review.
 4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.
- C. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.
1. **INFORMAL:** Informal discussion between the employee and his / her immediate supervisor. An employee must orally present and discuss his / her grievance with the immediate supervisor on an informal basis:
 - (a) If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.
 - (b) If the grievance is not the type which requires an immediate answer, the supervisor will give his / her answer within three (3) working days.
 2. **Step 1: Between the Union and the Borough Public Works Director, PSOC Manager or their designees**

If the grievance is not resolved at the informal discussion level above, a written grievance may be filed which states:

 - (a) The date of the occurrence, and
 - (b) The clause of the Agreement which is claimed to be violated, and

(c) Such other information as will aid in resolution of the grievance.

The written grievance must be received by the Borough within ten (10) calendar days after the occurrence which is being grieved.

The Borough will set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. The Borough will give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

3. Step 2: Between the Union and the Borough Administrator or his Designee

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying the Borough in writing in ten (10) calendar days after the date of Borough's reply.

The Borough will set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

The Borough will give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

4. Step 3: Arbitration

If the grievance is not settled through Steps 1 and 2, the Union shall have the right, within thirty (30) working days, to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

(a) The parties direct the arbitrator to decide, as to the preliminary question, whether he / she has jurisdiction to hear and decide the matter in dispute.

(b) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him / her involved in the grievance. The arbitrator shall, not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement, thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding on the parties. The arbitrator shall be required to issue his / her decision within thirty (30) days after the conclusion of testimony and argument.

Article G – Labor/Management Committee

- A. The Borough and the Union shall meet twice a year, unless either side requests additional meetings and is mutually agreed upon, to address issues of mutual concern. Each of the parties shall appoint their own representatives to serve on the committees, maintaining a balance between labor and management members. Only one member each from Public Works, Parking Operations and PSOC shall be appointed to the committee, in addition to a CWA Local 1032 staff representative. It is understood that the position of the chairperson or facilitator within the committee shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committee shall be provided to the committee members. Management shall take responsibility for notifying all supervisors of the next committee meeting to arrange for release time for labor committee members.

Article H – Performance Review

- A. The performance of each employee shall be rated twice a year based on an established Performance Review Criteria (see Appendix B) and distributed to the employee within four weeks of the end of such period. The Borough shall review the evaluation with an employee within two weeks after a request is made by the employee.

Article I – Separability and Savings

I – 1: Separability and Savings

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

Article J – Term and Renewal

J – 1: Term and Renewal

This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect to and including December 31, 2012 without any reopening date. This Agreement

shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The Union shall submit a copy of its entire proposal to the Borough by September 1, 2012.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on the Borough's payroll on or after the date of the signing of this Agreement.

Article K – Fully Bargained Provisions

K – 1: Fully Bargained Provisions

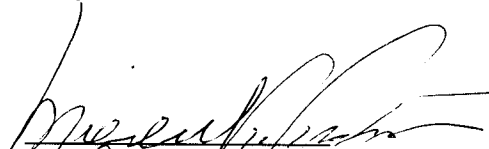
- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such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

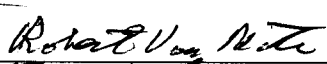


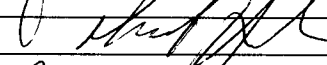
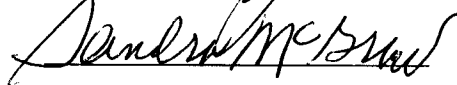
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

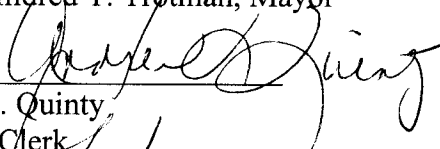
In witness thereof, the Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this _____ day of _____ 20__.

For the Borough of Princeton

For the Blue Collar Municipal
Employees Affiliated with
CWA / AFL - CIO

By 
Mildred T. Trotman, Mayor

Attested 
Andrea L. Quinty
Borough Clerk
Date: 5/17/11

Appendix B

Performance Review Criteria

All criteria are to be evaluated on a scale of between 1-10 unless otherwise noted.

- | | |
|--------------------------|---|
| 1. Attendance | Faithfulness in coming to work. |
| 2. Punctuality | Coming to work on time and during the work day, reporting to assigned location and returning to base promptly. |
| 3. Job knowledge | Possession of information concerning work duties which an individual should know. |
| 4. Quantity of work | Amount of work an individual does in a workday. |
| 5. Quality of Work | Correctness and attention to detail exhibited by an individual in performing his/her duties. |
| 6. Safety | Individuals will be rated on accident prevention and training. Further the rating will take into consideration attendance at training classes and consistently use of appropriate protective equipment and taking safety seriously. |
| 7. Initiative | Ability to make good sound decisions when participating in the general job. Taking the extra step to do the job well not just complete it. |
| 8. Working independently | Ability to perform the required job well and with a minimum of supervision. |
| 9. Interaction | Being polite and respectful to coworkers, supervisors, and the general public. |
| 10. Housekeeping | Orderliness and cleanliness with which an individual keeps work area, puts away tools and in general cares for Borough property. |

Appendix C – Job Descriptions

Preamble to Job Descriptions

The job descriptions which follow list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work which is properly assignable to the classification involved.

The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of him / her.
2. To determine when an employee performs out-of-title work for the purpose of Article B - 5.

New duties required to meet the changing needs of the Borough will be included in the job description which is most nearly related to such duties.

The parties agree that the regular activities and work of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job descriptions contains a requirement "must have a valid New Jersey or Pennsylvania Driver's License." Some positions require that an employee must have a commercial driver's license. In the event an employee loses his / her license temporarily, the Borough will determine whether the loss adversely affects the work before deciding upon retention or release of the employee.

Maintenance Person I & II and Senior Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install and repair all properties within the municipal right - of - way. This includes, but is not limited to curbs, sidewalks, roadways, trees, meters, signs, trash cans, posts, street furniture and storm drainage systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, curbs, sidewalks, roadways, meters, signs, cans, posts, trees, street furniture and storm drainage systems.
3. Construct, install, maintain, clean, and repair all public buildings, grounds and property. This includes, but is not limited to trees, shrubbery, lawns, pavement, buildings, structures and appurtenance.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operation. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Assist the Mechanic and Tree Person in manual and semiskilled duties as required.
8. Senior Maintenance Persons are also expected to supervise one other employee, without additional compensation.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
3. Must have a valid New Jersey or Pennsylvania Driver's License. Maintenance Person II and Senior Maintenance Person must also hold a valid Commercial Driver's License.
4. To achieve a Senior Maintenance person title, an existing employee must have two (2) years continuous service in the classification of Maintenance Person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of other workers.

Employees completing ten years of continuous service in a previous title will attain Senior Maintenance Person promotion. Any other promotion to the title of Senior Maintenance Person is to be at the sole discretion of Borough management or (for Senior Maintenance Person) a newly hired employee must have a minimum of (5) years experience in public works maintenance or the construction trades, with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Sewer Maintenance Person Sanitary Facilities I & II and Senior Sewer Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, and repair all properties of the municipal sanitation systems. This includes, but is not limited to, sanitary sewers, curbs, sidewalks, roadways, trees, signs, posts and storm drains associated with the sanitation systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, sanitary sewer systems, curbs, sidewalks, roadways, trees, signs, posts and storm drain systems associated with the sanitation systems.
3. Construct, install, maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, landfill, buildings, structures and appurtenances associated with the sanitation system.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, inspection, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Maintenance Persons are also expected to supervise one other employee, without additional compensation.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License. Sewer Maintenance Person II and Senior Sewer Maintenance Person must also have a valid commercial driver's license.
3. To achieve a Senior Sewer Maintenance Person title, an existing employee must have two (2) years continuous service in the classification of Sewer Maintenance Person, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of

other workers. Employees completing ten years of continuous service in a previous title will attain Senior Sewer Maintenance Person promotion. Any other promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of Borough management or (for Senior Sewer Maintenance Person) and mature manner, and must have displayed an aptitude for the supervision of other workers. Promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of Borough management or (for Senior Sewer Maintenance Person) a newly hired employee must have a minimum of five (5) years experience in sanitary sewer construction and maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Equipment Operator

The above title is reserved for employees whose year round assignment entails operation of equipment in 1. below for more than seventy percent (70%) of their regular schedule.

1. Operate tractor-trailer, street sweeper, front-end loader, Jet-Vac truck, backhoe, or bulldozer.
2. Clean, service and perform field maintenance on the equipment.
3. Perform all duties of Maintenance Person.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.
2. Must have a valid New Jersey Commercial Driver's License.
3. To become an Equipment Operator an individual must have a minimum of three (3) years experience as an Equipment Operator, for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by the Borough of Princeton at the time of employment. For an existing employee to become an Equipment Operator, he / she must satisfy the above requirements, or complete a six (6) month intern program as provisional Equipment Operator at no differential in salary from his / her current position and exhibit an ability to skillfully operate the Borough owned equipment at the end of this period.

Meter Maintenance Person and Senior Meter Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, maintain, clean and repair municipal property which includes, but is not limited to, parking meters, signs and appurtenances.
2. Maintain and clean municipal property which includes, but is not limited to, snow clearance of sidewalks and roadways.
3. Install, maintain, clean, repair and operate parking facilities, grounds, property and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Meter Maintenance are also expected to supervise more than one (1) employee without additional compensation.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.
3. To achieve a Senior Meter Maintenance Person title, an existing employee must have two (2) years continuous service in the classification of Meter Maintenance Person, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Employees completing ten years of continuous service in a previous title will attain Senior Meter Maintenance Person promotion. Any other promotion to the title of Senior Meter Maintenance Person is to be at the sole discretion of Borough management or (for Senior Meter Maintenance Person) a newly hired employee must have a minimum five (5) years experience in Meter Maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Mechanic

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification.

1. Construct, maintain, clean, and repair all motorized and non - motorized equipment, tools and other items.
2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance of sidewalks and roadways.
3. Construct, maintain, clean and repair all public property. This includes, but is not limited to, motorized and non - motorized equipment, tools and other equipment items in building and structures.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery, and transport.
6. Maintain records and make reports.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey Commercial Driver's License.

Custodian

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, plants, shrubbery, lawns, pavement, sidewalks, roadways, buildings, structures and appurtenances.
2. Use, operate and maintain tools and equipment for accomplishing the work.
3. Perform tasks associated with the municipality's operations. This includes, but is not limited to pick - up, delivery and transport.
4. Maintain records and make reports.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.

Tree Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, maintain, clean and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.
2. Maintain and clean municipal property which includes but is not limited to sidewalks and roadways.
3. Construct, install maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License.

Parking Attendant

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Performs the routine work involved in the operations of a parking garage.
2. Monitor security system.
3. Monitor parking software, including ticket levels, car counts, equipment problems, and fill / empty ticket machines.
4. Keep parking garage clean, including equipment, signs, elevator, stairwells, pay-on-foot stations and office area. Shovels snow from parking area and sidewalk.
5. Assist customers with pay-on-foot machines, ticket machines, smart card machines and directions.
6. Physically monitor the garage.
7. Use, operate and maintain tools and equipment for accomplishing the work.
8. Maintain records and make reports.
9. All duties as assigned by the Director of Public Works, Superintendent of Parking Operations, and Assistant Superintendent of Parking Operations.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.