

AGREEMENT

BETWEEN

BOROUGH OF TINTON FALLS
MONMOUTH COUNTY, NEW JERSEY

AND

TEAMSTER LOCAL 177
(Public Works Employees)

January 1, 2022 through December 31, 2026

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PREAMBLE

THIS AGREEMENT made this 1st day of January in the year Two Thousand Twenty Two, by and between BOROUGH OF TINTON FALLS, NEW JERSEY, hereinafter referred to as the "EMPLOYER" and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177, hereinafter referred to as the "UNION",

WITNESSETH:

WHEREAS, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above-named Employer on the one hand and the Union, as representing the Public Works Employees, on the other hand; and

WHEREAS, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees work for the Employer; and

WHEREAS, the parties desire to reduce said agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

RECOGNITION

A. The Employer herewith recognizes the Union as the sole and exclusive bargaining agent in regard to wages, hours, and all other terms and conditions of employment for all its Public Works Department employees including all classifications of blue collar employees, but excluding all management employees, including a Director and Deputy, should such positions be authorized; all supervisory employees, foreman and above, all clerical employees, all Confidential employees, and all other Borough employees.

B. Notices required to be given under this agreement shall be made by mail to Local 177, International Brotherhood of Teamsters, 282 Hillside Avenue, Hillside, New Jersey 07205.

ARTICLE 2

UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing. This membership shall not be a condition of employment.

B. The Employer agrees to deduct eighty-five percent (85%) of the dues, initiation fee, and assessments assessed to each Union member from the wages of each employee who is not a member of the Union, pursuant to provisions of Assembly Bill #688, known as Chapter 477 of the Public Laws of 1979. This deduction shall begin in the second (2nd) month of continuous employment for regular employees and beginning the fourth (4th) month of continuous employment with the Borough for any employee hired on a temporary, seasonal basis. This deduction shall apply also to present members who terminate their membership in

the Union.

C. Union membership shall be available to new employees on the same terms and conditions generally available to other members.

D. In the event the Employer finds it necessary to employ additional employees, it may or may not, as it sees fit, call on the Union. In the event the Union is unable to supply the employees within 24 hours after said request is made by the Employer, the Employer may hire any employee.

E. Union agrees to indemnify and hold the Borough of Tinton Falls harmless from any claims that may be made by an individual employee against the Borough in the event it is determined that the dues are reimbursable to the employee. The Union agrees to defend all claims, pay all legal fees incurred by the Borough and to insure a return of the funds to the Borough in the event a Court should so order.

F. In the event that work study, work release, community service, job training, senior citizen employment programs are available, which are specifically funded by agencies of the federal, state, or county governments, individuals may be employed by the Borough for the length of the specified program and not be considered part of the bargaining unit. Individuals so employed by the Borough after the termination of said specified program shall be subject to the terms and conditions of this agreement.

ARTICLE 3

DISCHARGE, PROBATIONARY PERIOD

A. The first one hundred twenty (120) days of employment of any newly hired employee shall be deemed to be probationary period during which time the terms of this Contract shall not apply.

B. After the completion of the probationary period, the employee will be considered a full-time regular employee and the Employer shall have no right to discipline or discharge any employee except for just cause.

C. Immediately upon discharge, the Employer shall notify the Union by telephone and in writing, by mail, the reason for the discharge. Should the Union dispute the discharge and the matter cannot be adjusted between the parties within forty-eight (48) hours, it shall be settled as hereinafter provided. Should it be determined that the grounds for discharge or discipline were inadequate, he shall be reinstated immediately with full back pay from the date of his discharge.

D. Should the Employer have a grievance or complaint other than those set forth above, he shall notify the Union, by telephone and in writing, of his complaint. If the parties cannot adjust the same within forty-eight (48) hours, it shall likewise be resolved in the same manner hereinafter provided.

E. Notwithstanding any other provision of this Contract to the contrary, it is understood and agreed that first (1st) echelon discipline may be imposed by the employee's immediate supervisor above the level of foreman against any employee for violation of those matters which would cause a basis for discipline. Discipline imposed by the immediate supervisor may consist of private reprimand, public reprimand, or suspension without pay for a period not exceeding five (5) days. If the employee is dissatisfied with the punishment imposed, he shall follow the grievance procedure (Article 16). All other discipline shall only be imposed by officials of the Borough authorized to undertake such by state statutes.

F. Any employee who fails to report to work for five (5) consecutive working days without notice and/or approval shall constitute automatic termination with no recourse under

this Agreement.

G. Temporary employees can be employed in that status for up to six (6) months unless mutually agreed, in writing, between the Borough and the Union to extend the period of time. If extended beyond the six (6) month period, the Borough shall increase the temporary employee's hourly rate by \$1.00 per hour for each and every three (3) months agreed to extension (not retroactively, just prospectively) up to fifteen (\$15.00) dollars or the minimum wage, rate whichever is greater. The probationary period shall be reduced to 120 days throughout the contract and if a temporary employee is offered a permanent position, the time served in the temporary capacity shall count toward the 120-day probationary period. Additionally, the seniority date for employment purposes shall start to accrue on the 121st day of employment for temporary/probationary employees. The Borough shall be permitted to use no more than ten (10) Temporary Employees who may each work no more than twenty-four (24) hours per week. The Borough shall be prohibited from using Temporary Employees to fill in for full-time employees on Grades 3-8 unless a full-time employee is otherwise restricted from performing the duties or is otherwise unavailable. If the Borough uses a Temporary Employee in violation of this provision, and a displaced full-term employee is available, he/she shall receive time and one-half for the hours worked by the Temporary Employee.

ARTICLE 4

HOURS OF WORK AND OVERTIME

A. The normal workday shall consist of eight (8) hours. The normal work week shall consist of five (5) days, forty (40) hours per week.

B. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs work under any of the following circumstances:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any work week.

C. Any employee called in for emergent overtime shall be compensated for a minimum of three (3) hours pay. Separate emergency call-in tasks may be simultaneously completed by the same individual during the same call-in. Notwithstanding the foregoing, unless the time worked is actually three (3) hours, employees shall not be entitled to three (3) hours pay when the time worked immediately precedes and is continuous with the start of the employees' shift.

D. Pay at the rate of double time of the regular rate shall be paid to any employee who performs duties on a holiday or Sunday when the duties have been authorized by the employee's immediate supervisor. All Saturday overtime is at time and one-half.

E. All scheduled overtime shall be afforded to full time regular employees on a rotating basis within the employee's respective work category with the first (1st) employee to be selected for overtime being the one with the greatest seniority. An employee refusing overtime shall be placed at the bottom of the seniority list. (Overtime is subject to the limitations of Article 7).

F. All overtime shall be in compliance with FLSA. All full-time regular employees shall have the option to accumulate and retain authorized overtime which may be then used as needed to obtain time off. This time shall be on a time and one half off of time worked basis for regular overtime and double time off for time worked basis for Sunday and Holiday overtime. Employees may accrue up to 40 hours of compensatory time, which must be used by the end of the calendar year, or will be paid out. Time must be taken in full day increments only. Request for time shall be to the Director of DPW, such request shall be made at least 24 hours in advance and are not to be unreasonably denied. This provision will be reviewed by both parties for permanency and will be mutually agreed to continue or discontinue no later than twelve months ~~upon~~ after ratification. If the parties cannot mutually agree the union will have the right to file a grievance.

G. The parties understand that employees are sometimes obliged to remain idle if one of the working group is late. Therefore, any employee who shall punch in more than five (5) minutes late may be docked fifteen (15) minutes for any fraction of fifteen (15) minutes he is late and for the full amount of any late time punched in after fifteen (15) minutes.

H. Employees shall be provided with an annual meal allowance of two hundred (\$200.00) dollars, which shall be included as extra compensation in the first payroll in January. This meal allowance payment shall be taxable, but shall not be part of the employee's base salary. An employee who commences employment before July 1, shall be entitled to one hundred (100%) percent of the benefit in the following year. An employee who commences employment on or after July 1, shall be entitled to fifty (50%) percent of the benefit.

I. The Employer agrees that the Supervisors, Foreman's or other Employees of the Employer who are not members of the Bargaining Unit shall not perform any Bargaining Unit

work except in the following situations:

- In case of an emergency
- For demonstration and/or instruction purposes
- When starting and testing new equipment or process

ARTICLE 5

WAGES AND CLASSIFICATIONS

A. Salaries to be paid to the employees shall be authorized by Executive Order pursuant to statute and incorporated herein by reference.

B. New hires are to be paid on the basis of a one (1) week delay as established by the Borough.

C. Existing employees may be transferred to one (1) week delay at discretion of Borough providing there is no loss of money to employee.

D. 1. Notwithstanding the salary adjustments provided by Paragraph (D)(2) below, the salary guide shall remain unchanged for the duration of this Agreement.

2. Salary guide steps shall be increased by 2.5% as noted in table below.

Individuals on step E shall receive a 2.5% annual increase

E. The employer shall pay salary once every two (2) weeks.

F. After performing the duties and responsibilities of a higher classification for more than two (2) consecutive days, an employee shall receive the appropriate rate of pay for that classification beginning on the 3rd day and back to 1st day and every day after the original day of receiving the appropriate rate. At such time as the employee returns to their regular classification, their rate of pay shall be adjusted accordingly. Appropriate rate of pay shall mean the same rate of pay an employee would receive if promoted to

that classification in accordance with the parties' past practice. Notwithstanding the foregoing, employees performing the duties and responsibilities of driver classification shall receive the appropriate rate of pay for that classification from the first day and every day thereafter. There shall be no guarantee of an upgrading. The decision whether to upgrade shall be based on employee evaluations by the employee's immediate supervisor or foreman upon approval of the Director of Public Works.

The base salaries and wages shall be as follows:

January 1, 2022 – December 31, 2026

<u>GRADE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
1	42,130.00	44,664.00	47,351.00	50,180.00	53,194.00
2	53,769.00	56,996.00	60,417.00	64,049.00	67,883.00
3	59,288.00	62,845.00	66,614.00	70,610.00	74,851.00
4	60,766.00	64,417.00	68,289.00	72,378.00	76,726.00
5	62,208.00	65,988.00	69,952.00	74,147.00	78,611.00
6	63,982.00	67,760.00	71,722.00	75,919.00	80,389.00
7	65,361.00	69,285.00	73,443.00	77,854.00	82,523.00
8	-	-	-	-	83,228.00

Classifications:

<u>GRADE</u>	<u>POSITION</u>
1	Laborer
2	Laborer II/Technician I
3	Truck Driver/Technician II
4	Equipment Operator I/Technician III
5	Equipment Operator II/ Senior Driver
6	Crew Leader/Maintenance Mechanic I
7	Maintenance Mechanic II/Technician IV
8	Senior Mechanic/Crew Chief

G. The Borough may at its discretion create additional titles and assign grades to them should such other job classifications be necessary.

H. The existing step system is to be maintained for the contract period. This system provides for guaranteed annual step increments on the employee's anniversary date until grade maximum is reached for the duration of this Agreement.

I. Borough must evaluate each employee by his or her immediate supervisor on a yearly basis for upgrading purposes.

J. Full-time regular employees for the purpose of upgrading evaluations by their immediate supervisors or foreman will be evaluated on experience, ability, skills, attitude, aptitude, qualifications, attendance and any licenses that may be required as the criteria for promotion of employees to job classifications within the Bargaining Unit having a higher rate of pay. When two (2) or more employees are equally qualified in accordance with the above, in the opinion of the Employer, then "seniority" shall be the deciding factor.

K. All job vacancies, new positions and promotional opportunities will be posted by the Employer on the employee bulletin board.

ARTICLE 6

MANAGEMENT RIGHTS

A. The Borough of Tinton Falls hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in

it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

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

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

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

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

5. To set rates of pay for temporary and probationary employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where

continuation of work would be inefficient and non-productive.

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

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, code of Conduct and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A: 1-1 et seq. or any national, state or local ordinances.

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

ARTICLE 7

SENIORITY

A. Seniority shall be defined as total length of continuous service that the employee has been employed by the Borough of Tinton Falls.

B. In the event of a layoff, there shall be a presumption that seniority shall prevail except if special qualifications are needed to perform job activities. The employee with the least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired providing the laid off employee has the ability to perform the job functions.

C. If the Borough determines that the procedure for laying off persons, first with the least seniority and rehiring persons with the greatest seniority, cannot be honored in the case of a particular employee because of needs of the municipality, and the skills, or lack of skills, of the person being laid off or rehired, the Borough shall notify the Union of its intentions and the reasons therefore. If the Union disagrees with the intended action of the Borough, it shall have the right to file a grievance pursuant to Article 16 within five (5) days from the mailing of the Borough's Notice of Intended Action. Failure of the Union to file a grievance shall be determined a waiver thereof and the acceptance of the position of the Borough.

D. Seniority shall prevail, all skills being equal, as to promotions, the assignment of vacation, leave and overtime.

E. A Seniority List by classification will be given to the Union upon the execution of this Contract

F. The Union shall be advised of the names of all new hires.

G. Allocation of overtime has been previously defined in Article 4, Paragraph B. If all employees refuse overtime, the Employer may order overtime performance by the employee with the least seniority.

H. In the event of a layoff, those employees terminated by the Borough shall be entitled to two (2) weeks of base salary and longevity as severance pay.

I. The Director of Public Works shall develop a seniority training program. Specifically, the Director shall identify a number of employees needed to train for possible promotional opportunities (i.e. heavy equipment operator). Once the number of employees has been identified, the Director will provide on-job training (at least on a yearly basis) to the number of employees in seniority order on a strictly voluntary basis.

ARTICLE 8

BULLETIN BOARD

The Employer agrees to furnish a bulletin board for the use and benefit of the Union. The bulletin board shall be placed in a conspicuous place at the Public Works Building and may consist of either a bulletin board solely for the Union purposes or may be a portion of the existing bulletin board which shall be separately designated and used solely for Union purposes. No salacious or defamatory material or materials not related to Union business are to be placed on bulletin board.

As job openings become available, the Shop Steward must be notified and such bids shall be posted on the Department of Public Works bulletin board. The Employer further agrees to post all job openings on one (1) designated bulletin board at Borough Hall.

ARTICLE 9

SAFETY PROVISIONS AND LOST TIME PAY

A. The Employer will make reasonable provisions for the safety and health of his employees and shall comply with all Federal, State and local requirements for occupational safety and health. Should an employee be injured at work and is unable to continue working as a result of the injury, he shall be paid for the entire day. If he is physically able to perform his job after he has recovered from the injury, he shall be entitled to resume his job. If an employee is able to work and a job opening exists that the employee is qualified to fill, the employee shall be offered such position. Whatever safety equipment shall be made necessary either by Statute or regulation or in such cases as the Employer shall deem to adopt it at the suggestion of its insurance carrier, such equipment shall be provided, at no cost to the employee, but without further negotiation. An employee who fails or refuses to use safety equipment provided may be subject to disciplinary action.

B. In order to be eligible for benefits under this Agreement, the employee must report the injury within forty-eight (48) hours of the injury.

C. All employees of the Borough who shall sustain a disabling injury, which shall mean an injury arising out of an accident that occurred out of and in the course of his employment with the Borough, the nature of which entitles the employee to receive compensation pursuant to the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1 et seq., shall receive such benefits as are prescribed in Paragraph D.

D. The disabled employee shall receive from the Borough, during the period of disability, in addition to the benefits paid directly to him from the workers' compensation insurance carrier, an amount which, when combined with the insurance payments, shall be equal

to said employee's basic weekly wage based upon length of service according to the following schedule:

Length of Service	Weeks of benefits at Full Pay
Less than 6 months	None
6 months to 1 year	2
1 to 5 years	4
6 to 10 years	12
11 to 15 years	16
16 to 20 years	20
21 or more years	26

E. The schedule set forth in Subsection D above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one (1) calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries he may have incurred.

F. The rejection by the workers' compensation insurance carrier of the employee's claim for temporary disability benefits shall be a conclusive presumption that the employee is not entitled to the salary continuation benefits under this section.

G. The salary continuation benefits under Subsection D of this section shall only apply to that period when the employee is entitled to temporary disability benefits under N.J.S.A. 34:15-1 et seq. It is not intended that the qualifications of the employee for permanent benefits under said statute shall also qualify the employee for salary continuation benefits.

H. If an employee is one hundred percent (100%) totally and permanently disabled as determined by the insurance carrier rendering workers' compensation benefits as the result of one (1) accident while employed by the Borough, or if the employee qualifies for benefits under the Second Injury Fund as being one hundred percent (100%) totally and permanently disabled pursuant to N.J.S.A. 34:15-1 et seq., or if the employee is determined to be one hundred percent (100%) totally and permanently disabled as a result of the odd lot doctrine as defined by the case law of the State of New Jersey under N.J.S.A. 34:15-1 et seq., the employees' maximum salary continuation benefits shall be that prescribed under Subsection B of this section for the year in which the accident occurred. It is not intended that salary continuation benefits shall apply to said employee for any succeeding year.

I. All payments by the Borough to the disabled employee shall cease upon termination of payment of temporary disability benefits by the workers' compensation insurance carrier or the termination of period of salary continuation benefits permitted by this chapter under Subsection D of this section, whichever occurs first.

J. Any complaints of unsafe conditions reported to supervisors will be investigated promptly and corrective action taken as necessary.

K. The Employer shall furnish and maintain for the use and benefit of all employees, a time clock and a medical kit on the employees' floor.

ARTICLE 10

MILITARY SERVICE

All military leave shall be as provided by law. In any event, employees, upon returning from military service shall be restored to their former positions at the prevailing rate of pay on the basis of seniority.

ARTICLE 11

DISCRIMINATION

The employer agrees that he will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, creed, color, age, national origin, political affiliation, sex, marital status, or physical condition.

In the event an employee believes that he or she is being discriminated against because of his or her sex, religion, race, age, political preference or any other reason, said employee shall have the right to file a grievance directly with the Borough's Affirmative Action Officer rather than follow the normal steps of the grievance procedure. The decision whether to file a grievance pursuant to the normal step of the grievance procedure or directly to the Borough's Affirmative Action Officer shall be at the sole discretion of the employee.

ARTICLE 12

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, or of any relative who resides with the employee, the employee shall be granted time off without loss of pay from the day of death up to and including day of the funeral. The employee shall be granted five (5) paid days for immediate family and three (3) paid days for in-laws. The days shall be taken consecutively and shall be in connection with the funeral and/or memorial services.

B. The "immediate family" shall include only husband, wife, civil union partner, or child, parent, grandparent, brother, sister, grandchild. In-laws shall include any parent, grandparent, brother and sister.

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

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

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

F. In the event of death in the employee's immediate family or In-laws while on vacation the employee shall be granted funeral leave and be allowed to reschedule the vacation and/or the remaining vacation time at a later date. Provided the employee returns from vacation for the purpose of funeral leave.

ARTICLE 13

UNION REPRESENTATIVES

A. Only duly authorized representatives of the Union shall have access during working hours to the premises of the Employer or any other place of work to which bargaining unit employees are assigned, and shall be permitted to make inspection of membership cards of all employees and the Employer's payroll records of the unit covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with the Employer in good faith, or in regard to any matter connected with the terms of this Agreement. Notice of inspection by authorized representative to make the inspections provided herein must first be announced to the Director of the Department who may then determine an adequate and convenient time for the exercise of these functions.

B. The president, secretary-treasurer, or their duly authorized representatives so designated in writing, shall be the representatives of the Union, and no other person or persons.

C. The Employer agrees to grant up to 3 days in state events and 5 days out of state events, without discrimination or loss of seniority rights and without pay, to any employee

designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 14

SHOP STEWARD

A. There shall be at all times one (1) shop steward designated by the Union and an alternate shop steward designated by the Union authorized to act in the absence of the shop steward. All references herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.

B. Shop stewards shall suffer no loss of pay for time spent during working hours in the performance of their duties, provided the supervisor has approved his/her deviation from his/her work in advance. The supervisor shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The Employer shall recognize an employee as shop steward only after having received written notice of this selection or designated by the Union. The shop steward shall be the last to be laid off by the Employer in case of insufficient work and the first one rehired. Under no circumstances shall the shop steward be discriminated against by the Employer.

C. Neither the shop steward nor any shop committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slow-down or stoppage in the place of business of the Employer nor order the discharge of any employee.

D. The shop steward shall be authorized to discuss grievances with the Employer or

his representative and to transmit messages from the Union to the Employer and the Employer to the Union. No settlement of a grievance shall become final and binding upon the Union unless an officer thereof has approved same.

E. Borough shall not withhold from the Shop Steward any memos or correspondence that pertain to any D.P.W. employee except for any internal investigations where disciplinary action will not be taken.

ARTICLE 15

CHECK-OFF OF UNION DUES

A. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee of each new member. Written notice must be sent by the Union Secretary-Treasurer to the Employer advising the Employer of the amount of the monthly union dues and initiation fees.

B. The said deductions shall be made on a bi-monthly basis in accordance with the payroll schedule of the Borough. All monies so deducted shall be remitted to the Union, together with a duplicate list of the employees whose dues and initiation fees have been deducted no later than fifteen (15) days after receipt of Union check-off billing statement.

C. The provisions of A and B above shall be subject, subordinate and limited by the language of Assembly Bill #668, known as Chapter 477 of the laws of 1979 upon submission by the employee of written authorization to deduct such fees on a form provided by the Union.

D. Article 2, Paragraph E is applicable to this article.

ARTICLE 16

GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as a conflict or complaint by an individual employee or the union on behalf of an individual employee or group of employees concerning the interpretation, application, or violation of policies, agreements, and administrative decisions affecting working conditions.

B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievance which may arise. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

C. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the union representatives provided the union is notified by the Borough of the status of grievance and provided further that the adjustment is not inconsistent with this agreement. The union shall be given the opportunity to be present at such informal meetings if any of the parties involved request such.

D. The following procedure is mutually agreed upon for the settlement of grievances. Failure to initiate a grievance within time limits specified shall deem it abandoned. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

1. Step 1: (a) Whenever an employee or the union has a grievance, he/she should first present same verbally to their immediate supervisor (or in his absence, his representative)

within five (5) working days from occurrence of the event which precipitated the grievance. It is the responsibility of the immediate supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was presented to the supervisor, or failing in that, the supervisor must within that time advise the employee of his inability to do so.

(b) When an employee is informed by their immediate supervisor that he is unable, within the discretion permitted the supervisor, to arrange a mutually satisfactory solution to the grievance, the employee must, if they wish to present the grievance to a higher authority, do so in writing in accordance with Step 2 herein.

2. Step 2: (a) If no agreement can be reached orally, the employee or union shall prepare the grievance in writing within five (5) working days of report from the immediate supervisor that oral grievance has not been resolved. The written grievance will state the section of this agreement being grieved the relevant facts and a summary of their preceding oral discussion, the relief sought by the grievance and/or union, names of witnesses, and any additional information that may assist in the prompt settlement of the grievance. A copy of the grievance shall go to the Director of Public Works and a copy to the union. The Director of Public Works or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance,

(b) If the Director of Public Works is unable to resolve the grievance to the satisfaction of the aggrieved employee, the Director of Public Works shall so stipulate in writing to the employee within five (5) working days of receipt of the written grievance.

3. Step 3: If the aggrieved person is not satisfied with the decision under Step 2 or if no decision has been rendered by the immediate supervisor within five (5) working days after presentation to the Director of Public Works, the aggrieved person may within five (5) working

days thereafter, present the grievance in writing to the Borough Administrator. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond in writing to the grievance within thirty (30) working days of the submission.

4. Step 4: If the aggrieved person is not satisfied with the decision under Step 3 or if no decision has been rendered by the Borough Administrator within thirty (30) working days after presentation to the Borough Administrator, the aggrieved person may within five (5) working days thereafter present the grievance in writing to the Mayor. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor shall respond in writing to the grievance within fifteen (15) working days of the submission. Such decision shall be final and binding on the parties except as noted elsewhere in this agreement. Notwithstanding the foregoing, in the event of cases involving employee's termination, such decisions may proceed to binding arbitration pursuant to the rules of the Public Employment Relations Commission.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

6. Any correspondence that is going to be entered into an employee's personal file shall be first reviewed with the employee, and the employee shall have the right to grieve if he or she feels such correspondence is unfair or unjust

ARTICLE 17

NO STRIKE; NO LOCKOUT

A. During the life of this Agreement, the Union agrees that it will not authorize any strike of any kind, slow-down, sit-down, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Borough's operation, and further than the Union will do everything in its power to prevent its members from participating in any unauthorized strike, work stoppage, slow-down, or other activity aforementioned, including, but limited to, publicly disavowing this activity and setting forth, in writing on Union stationery, at the request of the Employer, such disapproval of any of the aforementioned unauthorized activity and ordering all such members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order. The Union must furnish such written disapproval of such activity after twenty-four (24) hours written notice from the Employer, except that if such activity occurs on a weekend, forty-eight (48) hours notice will be required. In case of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge the employee directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lockout or cause to be locked out any employees covered under the provision of this Agreement.

B. The Employer agrees, in consideration of the performance by the Union of the aforesaid undertakings, to absolve the Union or its officers from any liability by suit for damages for breach of contract, or of any kind or character for any unauthorized strikes, individual acts or actions of any employee or group of employees.

ARTICLE 18

MODIFICATION OF AGREEMENT

A. Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreement or arrangements with any of his employees covered by this Agreement.

B. Any modification of this Agreement must be in writing duly executed by an authorized agent of the Employer and by the President or Secretary-Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a Union negotiating committee, such committee is not to exceed two (2) in number.

ARTICLE 19

LIFE INSURANCE BENEFITS

The Employer shall provide a \$20,000 term life insurance policy for the benefit of each employee, cost of which is to be included in Insurance Cap, Article 22.

ARTICLE 20

MEDICAL EXAMINATION

If the employer desires an employee to undergo a medical examination, employee agrees to submit to such examination and laboratory testing as the Employer may require. It is understood that this examination is to be performed solely for the benefit of the Employer and is not to be considered an employee benefit. The Employer shall decide whether an employee shall be examined and the frequency and extent of the examination.

ARTICLE 21

LONGEVITY

A. In addition to salaries, members shall receive longevity as follows:

- | | | |
|----|---|----|
| 1. | Less than five (5) years of continuous service | 0% |
| 2. | From six (6) years through ten (10) years of continuous service | 3% |
| 3. | From eleven (11) years through fifteen (15) years of continuous service | 5% |
| 4. | From sixteen (16) years through twenty (20) years of continuous service | 7% |
| 5. | Twenty-one (21) or more years continuous service | 9% |

The present longevity program shall remain in effect for all bargaining unit employees hired before January 1, 1992.

The schedule for computing longevity salary increases effective January 2, 1992 shall be based upon the completion of the years of service in the Borough of Tinton Falls as follows:

		<u>Cumulative</u>
Less than 5 years	0	0
6 Years through 10 years	\$750.00	\$750.00
11 Years through 15 years	\$750.00	\$1,500.00
16 Years through 20 years	\$750.00	\$2,250.00
21 Years through 25 years	\$750.00	\$3,000.00
26 Years or more	\$750.00	\$3,750.00

B. The provisions of this Article shall not apply to any employee who commences employment on or after September 1, 2014. Any employee who commences employment on or after September 1, 2014 shall not be eligible for longevity payments of any kind.

ARTICLE 22

INSURANCE

A. The Borough retains the right to change insurance carriers so long as substantially similar benefits are provided.

B. The Borough will provide hospitalization and major medical coverage for all employees who have retired on a disability pension or after twenty-five (25) years or more credited to the pension system.

C. All employees will be placed in the New Jersey State Health Benefits Plan.

D. Effective January 1, 2014 employees shall contribute for medical benefits, through payroll deductions, the greater of 2.5 % of the employee's salary or an amount equal to that required by P.L. 2011, c. 78. Any Public Works member retiring on or after January 1, 2020, shall contribute 3.0% of yearly pension or an amount required by Tier II (Year 2) of P.L. 2011, c. 78, whichever the employee chooses at the time of retirement (which selection cannot be changed at a later date), except any Public Works member who has 20 or more years of creditable service in one or more State (including PERS) or locally administered retirement systems as of June 28, 2011 shall contribute 1.5% of yearly pension or an amount required by Tier II (Year 2) of P.L. 2011, c. 78, whichever the employee chooses at the time of retirement (which selection cannot be changed at a later date). There shall be no reimbursement for any additional contribution payments made prior to the execution of this agreement.

E. Co-payments for prescriptions shall follow the New Jersey State Health Benefits Prescription Plan.

F. The Borough shall retain the right to withdraw from the State Health Benefits Program.

ARTICLE 23

HOLIDAYS

A. All employees shall receive credit for a day off for the following thirteen (13) holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth National Independence Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve
14. Christmas Day

B. Employees shall be entitled to two (2) floating holidays. A new employee must have a minimum of six (6) months services credit within the calendar year before he/she is eligible for this benefit in the calendar year. Temporary employees and part time employees are not eligible for this benefit.

C. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday.

If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

D. Floating holidays off not taken in one (1) year cannot be carried to the following year.

ARTICLE 24

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his department head immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is attending jury duty during other time off from Borough employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE 25

PERSONAL LEAVE DAYS

A. Each employee shall be entitled to two (2) personal leave days annually, without loss of pay.

B. Personal leave days may not be accumulated or carried from year to year. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year. For this reason the employee will make every attempt to schedule these days in advance, but the parties agree it is not mandatory to do so.

C. Personal leave days shall be requested in writing twenty-four hours (24) in advance of the day except in case of an emergency. A reply to the request shall be provided after the request, in writing.

D. In the event that two (2) or more employees request the same personal leave day, the employee with the greater seniority shall have first priority to the day requested if all requests cannot be granted.

C. A new employee must have a minimum of six (6) months credit within the calendar year before he/she is eligible for this benefit in the calendar year.

D. Temporary employees and part-time employees are not eligible for this benefit.

E. Any employee who has a perfect attendance record during the calendar year (Jan. Dec.) shall receive the following to be used in the next calendar year at the employee's discretion:

Perfect attendance Jan - March: 1 Bonus day (chargeable to sick time)

Perfect attendance Jan - June: 1 free day (no charge to sick)

Perfect attendance July - September: 1 Bonus day (chargeable to sick time)

Perfect attendance July - December: 1 free day (no charge to sick)

In the event that an entire six (6) month period is not met, then for each individual quarter of perfect attendance, the employee will receive a bonus day chargeable to sick time. If an employee meets all (twelve) 12 months with perfect attendance, the employee will receive an additional Bonus Day chargeable to sick time. In no instance will there be more than five (5) days earned. Perfect attendance means no sick time, no late or early-out days, no extended lunch or coffee breaks and no time off due to injury or illness.

ARTICLE 26

EDUCATIONAL BENEFITS

A. Employer agrees to pay for all education courses completed by an employee, including courses leading to the receipt of a Graduate Equivalency Diploma and Bachelor's Degree, provided the course selected by the employee is approved by the Employer prior to commencement of the course and further providing the employee receives a grade of not less than "C".

B. If the employee resigns within a three (3) year period of receipt of monies, the employee will reimburse the Borough for tuition.

ARTICLE 27

VACATIONS

A. The following vacation schedule shall be followed:

Less than one year	0
1 - completion of 5 years	2 weeks
6 - completion of 12 years	3 weeks
13 - completion of 20 years	4 weeks
21 st year	4 weeks + 1 day
22 nd year	4 weeks + 2 days
23 rd year	4 weeks + 3 days
24 th year	4 weeks + 4 days
25 th year	5 weeks

B. The vacation shall be taken in the year earned. Vacation time may not be accrued without the prior written approval of the Borough. Scheduling of the date of vacation shall be

coordinated by the employee's department head.

C. Compensation shall not be allowed in lieu of unused vacation without the prior consent of the Borough. It is desire that each employee take advantage of the annual vacation period for health, rest, relaxation and pleasure.

D. The Borough will allow a senior mechanic and one (1) other mechanic, or two (2) mechanics may be on vacation at the same time, as determined by the availability of manpower.

ARTICLE 28

SICK LEAVE

"Sick leave" shall mean paid leave that may be granted to each employee who, through sickness or injury that is non-job-related, has become incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because of exposure to a contagious disease. Sick leave may also be used to care for a sick member of the immediate family or a relative residing in the household.

A. To be eligible to receive regular compensation during any such period of sick leave, the employee shall provide the following:

1. Notify his/her immediate supervisor at or before the time he/she would normally begin his/her work day that he/she is taking a sick day that he/she is ill or injured.

2. A certificate from a licensed practicing physicians or dentist may be required when absence caused by an illness or injury exceeds three (3) consecutive working days in duration, but shall be required in accordance with State or Federal Law when absence caused by illness or injury exceeds five (5) consecutive working days in duration. If the employee has had six (6) absences in a calendar year due to injury or illness which may not be verifiable, the employer

may, after notice to said employee, require said certification for the first (1st) day of all other absences due to illness or injury.

Each employee will be allowed eight (8) unverified sick days per calendar year except for the following occasions:

- A. The day before a holiday
- B. The day before or after a vacation
- C. Friday following a payday

Anytime a medical note by an attending physician is submitted, sick leave will be considered verified and will not affect the eight (8) unverified days.

3. The employee shall not be eligible to receive his usual compensation unless the employee files with his immediate supervisor the certification required by Subsection A (2) hereof, setting forth precisely the nature of the illness or injury, the inability to work and the probable duration of the disability.

Each, full-time regular and part-time regular employee shall earn sick leave of one (1) day per month of service in each calendar year. If the employee did not qualify as a full-time regular or part-time regular employee until sometime after January 1 of the calendar year, he shall earn one (1) day of sick leave for every thirty (30) calendar days of that year, commencing with the date that he received the required employment status. Until the completion of one (1) full calendar year (January 1 - December 31) of employment, the employee shall earn twelve (12) sick days based on accrual one (1) every thirty (30) calendar days of that year or portion thereof. Thereafter, in each successive year, the employee shall earn the full twelve (12) sick days on January 1.

If an employee does not use all of his sick days in a calendar year, he shall be permitted

to accumulate all unused days. For buy out purposes, the maximum accumulation is one hundred ten (110) days.

Unless the employee is terminated for cause or is terminated due to failure to continue employment, an employee terminating employment shall be entitled to payment of one sick day for every four (4) days of unused accumulated sick leave, not to exceed seven thousand five hundred (\$7,500.00) dollars, if said employee is eligible for transfer or retirement through the Public Employees Retirement System for Service, Early, Deferred, Ordinary Disability, or Accidental Disability Retirement.

Employer and Union recognize the existence of the former practice for debiting an employee's salary who had an unexcused absence from work, as to pay the employee for the day by deducting a day from the employee's vacation. It is agreed that commencing upon the execution of this Agreement, an employee who shall sustain an unexcused absence from work shall suffer the loss of pay for that day but shall not have the salary debited from vacation. It is further agreed that this is merely recognition of the administrative action and is not to be construed as barring a disciplinary action that may be taken by the Borough under the terms of this Contract. It is further recognized by the Employer and Union that sick days, as authorized by this Contract, are to be used only in the event of injury or illness and may not be used as personal days. Use of sick days as personal days shall be an unexcused absence and shall be administratively corrected pursuant to the terms of this paragraph and may cause the employee to sustain disciplinary action by the Borough.

ARTICLE 29

TEMPORARY DISABILITY

A. A group policy for temporary disability for non-job-related injuries or illness is provided to all full-time regular and part-time regular employees. The cost is paid in full by the Borough.

B. In addition to the benefits payable under the group policy for temporary disability, the Borough shall pay to the employee the difference between his regular salary and that which he received under the group policy for a period of time dependent upon his length of service as set forth in the following schedule:

Length of Service	Weeks of Benefits at Full Pay
Less than 6 months	None
6 months to 1 year	2
2 to 5 years	4
6 to 10 years	12
11 to 15 years	16
16 to 20 years	20
21 or more years	26

C. For an employee to receive the benefits of this section, he must complete the necessary application and be approved for payment under the group policy maintained by the Borough. If payment is rejected by the insurance carrier, it shall be conclusively presumed that the employee is not entitled to the benefits set forth in Subsection B above.

D. The schedule set forth in Subsection B above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one

(1) calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries he may have incurred.

E. When the employee is receiving temporary disability benefits, he shall be responsible for payment of contributions toward the pension system and life insurance. For convenience, the Borough will handle the payments through payroll deductions. However, if the salary is discontinued due to temporary disability, a leave of absence must be requested and approved to maintain coverage under the life insurance and membership in the pension system.

F. All usual employee benefits will continue in effect while an employee is receiving temporary disability benefits under this chapter.

G. The "weeks of benefits" shall be the maximum benefits that the employee may receive for a single accident or illness regardless of the duration of the accident or illness and shall be the maximum benefits regardless of the number of accidents or illnesses occurring in each year. The benefits shall not be cumulative to the next year and shall lapse at the end of each calendar year.

ARTICLE 30

UNIFORMS, CLEANING AND PERSONAL MAINTENANCE

A. The intent of the Borough is to provide clean uniforms for each day of work at the expense of the Borough. Once a probationary employee becomes a full-time regular employee, he will be issued new uniforms within a fifteen (15) day period of the time he or she becomes a full-time regular employee, whenever possible.

B. If the Borough supplied uniform service is unsatisfactory, and a satisfactory

replacement uniform service can not be engaged, the Borough may provide purchased uniforms and supply cleaning service and/or payment to the employees covered by this agreement.

C. Sufficient uniforms shall be supplied so that the cleaning of uniforms can be supplied. Short sleeve shirts shall be supplied for summer season except if safety concerns dictate otherwise.

D. Employees shall turn in uniforms on a timely basis and record uniforms so turned in.

E. Any garment which becomes worn or damaged due to job activities will be repaired or replaced.

F.

(i) Effective January 1, 2022, employees shall be provided with an annual footwear and foul weather gear allowance of One Thousand One Hundred (\$1100.00) dollars, which shall be included as extra compensation in the first payroll of January. This allowance shall increase effective on January 1, 2023, to One Thousand One Hundred and Fifty (\$1,150). And on January 1, 2024, to One Thousand Two Hundred and Fifty (\$1,250). This footwear and foul weather gear allowance payment shall be taxable, but shall not be part of an employee's base salary.

(ii) An employee who commences employment before July 1, shall be entitled to one hundred (100%) percent of the benefit in the following year. An employee who commences employment on or after July 1, shall be entitled to fifty (50%) percent of the benefit.

G. If an employee is out of work for any thirty (30) consecutive calendar days in

the preceding year by reason of accident or illness off duty, they shall lose one-twelfth (1/12) of this benefit for each thirty (30) consecutive days lost.

H. The DPW director will post specifics for acceptable safety footwear. If at any time an employee reports for work with unacceptable footwear, the employee will be sent home. If this conduct continues, the employee will be subject to disciplinary action up to and including termination.

I. It shall be the obligation of the employee to wear the clean uniforms supplied by the Employer. If an employee elects to clean his own uniforms rather than having them cleaned by the vendor with whom the Employer contracted, it shall remain the obligation of the employee to wear clean uniforms from the Employer. An employee who fails to wear the clean uniforms as required by this contract may be subject to disciplinary action.

J. It shall be the employee's duty to always maintain good habits of health and hygiene. Any employee who fails to maintain good habits of health and hygiene may be subject to disciplinary action.

ARTICLE 31

CHECKOFF FOR UNION'S CREDIT UNION

A. Employer agrees that if an employee desires to have a portion of his salary deducted and forwarded by the treasurer to an agency selected by the Union creating a credit union, such deduction will be made upon receipt of a signed authorization and request from the employee.

B. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct the credit union deductions from the employee's wages. Written notice must be sent by the Aspire Federal Credit Union, 67 Walnut

Avenue, Suite 401, Clark, New Jersey 07066 to the Employer advising the Employer of the amount of the weekly credit union deductions of each employee.

C. It is specifically understood by the Union and the employee that the Employer has not participated in any manner in the selection or creation of the credit union and the Employer makes no representation as to the quality of the services of each nor of the employee's satisfaction on the investment into the credit union. Union specifically agrees to hold the employer harmless from any claims by the employee in connection with this "Checkoff" and employee specifically releases and waives any claim it may have against the Employer for payments made by the Employer following the exercise of the Checkoff by the employee.

ARTICLE 32

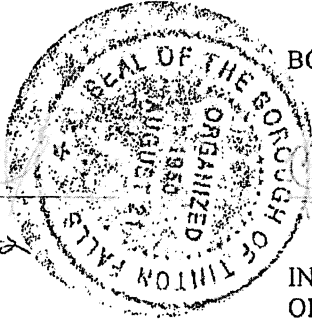
GENERAL SAVINGS

A. If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been retained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:



BOROUGH OF TINTON FALLS

[Signature]
4/7/2022 Business Administrator

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177

[Signature]

[Signature]

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177

[Signature]

[Signature]

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177

[Signature]

[Signature]

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177

[Signature]

[Signature]

Sworn to and subscribed before me this 13 day of March, 2022

