

A G R E E M E N T

Between

CITY OF SUMMIT

UNION COUNTY, NEW JERSEY

and

LOCAL NO. 469 A/W I.B.T.

January 1, 2013 to December 31, 2016

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The parties to this agreement, made as of the 1st day of January in the year 2013 are

THE CITY OF SUMMIT, UNION COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, ("city")

and

LOCAL 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, ("union").

ARTICLE 1. RECOGNITION

Section 1.

The City of Summit hereby recognizes Local 469, pursuant to the Public Employment Relations Commission Docket No. RO-89-96, as the exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment for all blue collar employees of the City of Summit, but excluding supervisory employees within the meaning of the Public Employment Relations Act, confidential employees, police employees, managerial executives, craft employees, professional employees, white collar employees, and all other employees of the City of Summit.

Section 2.

The term "bargaining unit" as used herein shall pertain only to regular, fulltime employees.

Section 3.

The term "employee" as used herein shall mean a regular, fulltime employee working in a classification covered by this agreement.

Section 4.

All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1.

Except as expressly modified or restricted by a specific provision of this agreement, the city retains and reserves unto itself, at its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogatives, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States. These include, but are not limited to, the right to:

- a. Management and administrative control of the operation of the city and its properties and facilities and the activities of its employees;
- b. Hire all employees and to determine their qualifications and fitness for continued employment or assignment and to promote and transfer employees;
- c. Suspend, demote, discharge, or take other disciplinary action for cause;
- d. Determine the methods, means and personnel by which city operations are conducted;
- e. Determine the content of job qualifications and duties;
- f. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

Section 2.

The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the city, and except as otherwise provided herein, the city retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment of additional duties to the employees in the workforce, or causes the elimination or addition of titles or jobs; determine the amount and frequency of overtime to be worked and relieve employees from duty for reasons of economy or for other legitimate reasons; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the city prior to the execution of this agreement, except as limited herein.

Section 3.

All rights, powers, discretion, authority and prerogatives possessed by the city prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with the city, except as limited herein.

ARTICLE 3. NONDISCRIMINATION

Section 1.

The city and the union agree that the provisions of this agreement shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, union membership or non-membership, or political affiliation.

Section 2.

The city and union agree that neither the city nor the union shall interfere with the rights of employees covered by this agreement to be or not to be members of the union; and that there shall be no discrimination, interference, restraint or coercion by the city or any of its representatives against any such employee covered by this agreement because of membership or non-membership in the union or because of any lawful activity by such employee permissible under law or this agreement on behalf of the union.

Section 3.

The union, its members or agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered by this agreement who are not members of the union.

ARTICLE 4. MAINTENANCE OF OPERATIONS

Section 1.

It is recognized that the need for continued and uninterrupted operation of the City of Summit is of paramount importance and that there shall be no interference with such operations either by a strike or other job action by the union or a lockout by the city.

Section 2.

The union covenants and agrees that neither the union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the city.

Section 3.

The union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employees of the city, and the union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the union's order. In executing its obligations, the union will use such forms of communication with its members as it and the city deem most effective, including personal contact, telegram, registered or conventional mail, and so forth.

Section 4.

In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the city to take disciplinary action including termination of the employment of such employee or employees, and that the action taken by the city may vary from employee to employee, depending on the circumstances. The only question for arbitration under this article is whether the employee participated in prohibited conduct.

Section 5.

Nothing contained in this agreement shall be construed to limit or restrict the city in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity, or both, in the event of such breach by the union or its members.

ARTICLE 5. FOREMEN AND ASSISTANT FOREMEN

Section 1.

It is mutually recognized that the bargaining unit includes foremen and assistant foremen, whose duties include direction of the operation and the activities of other employees within the unit. Nothing in this agreement shall prevent the city from requiring that foremen and assistant foremen impose disciplinary action upon other employees, provided that such disciplinary action is taken in accordance with prescribed rules and procedures and is of a ministerial, non-discretionary type. This shall not be construed to mean that foremen or assistant foremen are supervisory employees within the meaning of the Public Employment Relations Act.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

- b. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations.

Section 2. Definition

The term "grievance" means any controversy arising over the interpretation, application or adherence to the terms and conditions of this agreement, or to any matter concerning the administration of disciplinary action, and may be raised by an employee, or by the union at the request of and on behalf of an individual or group of individuals.

Section 3. Steps in the Grievance Procedure

All grievances are to be settled in the following manner:

Step 1

The grievance is presented to the employee's immediate supervisor within five (5) working days of the event, or within five (5) working days of the employee's becoming aware of the event. The grievance must be answered, in writing, within five (5) working days. If the employee's immediate supervisor is the department head, the grievance shall be submitted at Step 2.

Step 2

If the grievance is not satisfactorily resolved by the employee's immediate supervisor, it may be submitted, in writing, to the employee's department head. A meeting between the aggrieved employee and the department head will be held within five (5) working days. The written response to the grievance will be given to the employee within five (5) working days of the meeting.

Step 3

If the grievance is not satisfactorily resolved by the employee's department head, or if the initial grievance was presented directly to a department head and was not satisfactorily resolved, it may be submitted, in writing, to the city administrator within five (5) working days of the decision at the lower level. A meeting among the union business agent, the aggrieved employee, and the city administrator will be held within five (5) working days of the administrator's receipt of the grievance. The written response to the grievance will be given to the employee within five (5) working days of the meeting, and the decision of the City Administrator shall be final and binding in situations involving disciplinary action other than suspension, imposition of a fine, loss of time off or termination. (Also see Article 19, Section 5.)

Step 4. (for use in non-disciplinary situations involving application or interpretation of the terms of this agreement, and in situations involving disciplinary action that includes suspension, imposition of a fine, loss of leave, or termination)

1. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to binding arbitration by the union's serving notice on the city that it intends to appeal the administrator's decision. Failure of the union to serve notice on the city within fifteen (15) working days of the union's receipt of the administrator's decision at Step 3 shall constitute waiver of the union's right to submit the matter to arbitration, and the administrator's decision at Step 3 shall be final and binding.
2. Notice to the city under this section shall be by photocopy of submission to the Public Employment Relations Commission of the forms appropriate to request appointment of an arbitrator. An arbitrator shall be selected and appointed in accordance with the rules of PERC. If the city and the union can agree in advance that a particular arbitrator should be appointed, notice to PERC may be waived by mutual agreement and the

union shall submit written notice to the city of its intent to appeal to arbitration and confirmation of the agreement on the arbitrator to be appointed.

3. The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this agreement at issue between the union and the city. The arbitrator shall be restricted to the applications of the facts presented and shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, to impose on either party a limitation or obligation not explicitly provided for in this agreement, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the union and the city. The written award of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be final and binding on the aggrieved employee, the union and the city.
4. The fees and expenses of the arbitrator shall be shared equally by the city and the union; otherwise, each party shall bear its own expenses of the arbitration.
5. The arbitrator shall render his decision within 30 calendar days of the end of the hearing.

Section 4. Employee participation in the grievance procedure

An aggrieved employee may participate in all steps of the grievance procedure without loss of regular pay, but shall not be eligible for any premium-rate pay if adjustment of the grievance requires his presence outside normal working hours. The shop steward or one alternate may participate in Steps 1, 2 and 3 under the same conditions. The union business representative shall participate at Step 4; the shop steward or an alternate may also participate without loss of regular pay, but shall not be eligible for any premium-rate pay if adjustment of the grievance requires his presence outside normal working hours.

Section 5. Time limits

- a. Time limits may be extended by the mutual consent of the parties in writing.
- b. Failure of the city to respond to a grievance within the time limit shall be deemed a denial of the grievance. The city shall make every reasonable effort to respond to a grievance.
- c. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the city shall be deemed the final and binding resolution of the grievance.

ARTICLE 7. DUES CHECK OFF

Section 1.

The city agrees to deduct dues for the union from the wages of an employee who is a member of the union and whose position is covered by this agreement in accordance with NJSA 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the city a current "checkoff authorization" form, individually and voluntarily executed by the employee; said "checkoff authorization" form to be provided by the union. The union shall be responsible for securing the signatures of its members on said forms and delivering same to the city. The city will deduct these amounts in two equal monthly installments.

Section 2. Representation Fee (Agency Shop)

- a. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the union.

In each year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

- b. Amount of fee

Prior to the beginning of each contract year, the union will notify the city in writing of the amount of regular membership dues, initiation fees and assessments charged by the union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with B.I.d. above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 70% of the regular membership dues, fees and assessments.

- c. Deduction and transmission of fee

After verification by the city that an employee must pay the representation fee, the city will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The city shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The city shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

d. Demand and return system

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union.

The burden of proof under this system is on the union.

The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the union.

The union shall submit a copy of the union review system to the city administrator. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

An employee who is dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

e. City held harmless

The union hereby agrees that it will indemnify and hold the city harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the city in accordance with this provision. Neither the city nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the union from an excluded position or another unit. The term "excluded position" shall include but not be limited to confidential, managerial and exempted positions.

If violations of any frame occur regarding representation fee deduction, and they are brought to the attention of the city, the city shall review the matter and solve the problem on a prospective basis.

f. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

Section 3.

All sums deducted by the city shall be remitted to the treasurer, Local 469, not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Section 4.

If during the life of this agreement there shall be any change in the rate of membership dues, the union shall notify the city by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.

Section 5.

The union shall indemnify and hold the city harmless against any and all claims, demands, suits, or other forms of liability, including reasonable attorney's fees, that shall arise out of or by reason of action taken or not taken by the city for purpose of complying with any of the provisions of this Article.

ARTICLE 8. INSPECTION PRIVILEGES

Section 1.

A representative designated by the union shall be permitted to visit union members on city property for the purpose of adjusting disputes and investigating working conditions only after prior notice to the city of the proposed visit is made, and after authorization is given by the city, and further provided that said visit will not interfere with the conduct of city business, or with the duties of any of its employees.

ARTICLE 9. JOB STEWARDS

Section 1.

The union may designate one (1) job steward and two (2) alternate stewards selected from the bargaining unit. The authority of the job steward and alternates so designated by the union shall be limited to, and not exceed, the following duties and activities:

- a. investigation and presentation of grievances in accordance with the provisions of the agreement;
- b. transmission of such messages and information which shall originate with, and are authorized by, the local union or its officers, provided such messages and information: (1) have been reduced to writing, or (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the city's business.

Section 2.

Prior to engaging in activity permitted by this article, the job steward or alternate shall make arrangements with his supervisor for released time from work, which shall not be denied unreasonably.

Section 3.

The job steward and alternate shall have no authority to take or counsel or condone any job action or any other action interrupting the city's business in contravention of the provisions of this agreement. The city recognizes these limitations upon the authority of the job steward and alternates and shall not hold the union liable for any unauthorized acts on the part of the aforementioned individuals. The city shall have the authority to impose discipline, including discharge, in the event the job steward or any alternates have taken strike action, slowdown or work stoppage in violation of this agreement or law. Recognizing the special responsibilities running with the office of shop steward and alternate, it is specifically agreed that the city may impose differential disciplinary action on those officers in the event of the violation of this section of the agreement.

Section 4.

The job steward or alternates will be permitted to investigate, present and process grievances without loss of regular straight-time pay, provided prior arrangements are made with

the department head, or his designee, and further provided that there is no interference with the conduct of city business.

Section 5.

No union member or officer or job steward shall conduct any union business on city time except as specified in this agreement.

Section 6.

No union meetings shall be held on city time unless specifically authorized by the city.

ARTICLE 10. NOTIFICATION TO UNION

Section 1.

In addition to notification provided for elsewhere in this agreement, the city will:

- a. Notify the union in writing 45 calendar days in advance of all layoffs;
- b. Provide the union semiannually with an updated list of employees covered by this agreement indicating name, address, classification and social security number.

ARTICLE 11. UNION BULLETIN BOARD

Section 1.

The city will provide the union with a bulletin board in a conspicuous place in the city garage (in the lunchroom), and at the transfer station (foreman's office).

Section 2.

This bulletin board may be utilized by the union for the posting of union announcements and other information of a non-controversial nature. Prior to posting announcements, the union representative shall show the announcement to the department head or his designee, who shall ensure that the announcement or information meets the requirements of this section. In addition, the department head or his designee may remove from the bulletin board any material, which does not conform with the intent and provisions of this article.

ARTICLE 12. JOB CLASSIFICATION

Section 1. Job Descriptions

Job descriptions will be maintained for all positions covered by the terms of this agreement. Formulation and approval of the job descriptions shall be the exclusive right of the city.

Section 2. Position classification

Nothing in this agreement shall, in any way, interfere with or alter the city's practice of providing for a program of overall position classification and annual position classification appeals, conducted by a person or firm designated by the city. The classification of positions shall be the exclusive right of the city. Nothing in this section shall, in any way, interfere with or

alter the city's obligation to bargain with the union about the pay and terms of employment for each classification of employees covered by this agreement.

If an employee's position classification appeal to the city's salary and classification consultant results in a recommendation for an upward reclassification, and if the Common Council concurs, a promotional opportunity will be posted in the department.

Section 3. New classifications

- a. At least thirty (30) days before establishing a new classification, the union will be provided a job classification sheet for the purpose of negotiating a rate of pay.
- b. If, after thirty (30) days, the union and the city have not reached agreement on a rate of pay, the city may establish the new rate of pay, which shall be reasonably related to the job requirements and/or the rate schedule established under this agreement.
- c. The union may grieve the rate of pay established by the city solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedule established under this agreement, and the arbitrator's authority shall be limited accordingly.

ARTICLE 13. LAYOFF AND RECALL

Section 1.

In the event the city reduces the workforce, the following procedure shall apply:

- a. Employees will be given forty-five (45) calendar days' notice prior to reduction of workforce due to lack of work or other reasons.
- b. Among equally qualified employees, the order of layoff shall be determined by a "modified seniority" system, consisting of
 - 1. The employee's total seniority within the bargaining unit, calculated in months, less
 - 2. One month of seniority for each sick leave incident, on average, over the past five years, less
 - 3. One month of seniority, multiplied by the factors in this table, for disciplinary action during the last three years.

<u>Type of disciplinary action</u>	<u>Factor</u>
Suspension under 3 days	5
Suspension, 3 - 5 days	8
Suspension over 5 days	10

- c. A laid-off employee shall have preference for re-employment for a period of two (2) years.
- d. The city will rehire qualified laid-off employees in the reverse order of their layoff.
- e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. In order to take advantage of his preferential status, an employee must affirmatively answer this notice of re-employment within five (5) working days. The employee must return to work within ten (10) working days unless extended by the city.
- f. An employee returning from layoff may be required to take a physical examination from a city physician, paid for by the city.

- g. It is the responsibility of the employee to keep the city advised of his current address.
- h. In the event of the employee's refusal to work upon recall, or in the event the employee cannot be contacted by certified mail, returned receipt requested, or in the event the employee fails to respond to such mailed notice, his recall rights shall be terminated.

ARTICLE 14. POSTING AND PROMOTIONS

Section 1. Posting

All new and vacant positions above the entry level, which are covered by this agreement, will be posted on the union bulletin board at least fifteen (15) days prior to the application deadline. An employee applying for a posted vacancy shall submit a signed application in writing to the department head or his designee, by the deadline. The City may engage in an interview process with applicants which shall be completed within 60 days after posting the promotional opportunity. The city shall make its selection for promotion within 60 days after completion of the interview process. An employee may not apply for transfer to a lower-paying position without the written permission of the city administrator.

If an employee applies for a lateral transfer, the city reserves the right to refuse the transfer, even if the employee is qualified for the position and has seniority rights, if the city believes the transfer would disrupt its operations.

Section 2. Preference

Preference to fill a job vacancy will be given to a qualified bargaining unit employee before hiring a new employee.

Section 3. Promotions

The city, at its sole discretion, may determine the qualifications for promotion to a position and whether an applicant meets those qualifications. The most qualified employee, as determined by the city, who applies for a vacant position will receive a trial period. Among equally qualified applicants, preference shall be given to the applicant with the greatest seniority within the work unit where the vacancy exists, and thereafter to the most senior applicant within the bargaining unit. (For purposes of this section, "work unit" means the individual units of garbage and trash, sewers and maintenance, garage, streets and roads, recreation, parks and shade trees, buildings and grounds and transfer station/compost area.) The trial period will be for a period of not less than ten (10) working days.

- a. The maximum trial period for a successful applicant will be three (3) calendar months, which may be extended at the sole discretion of the city for an additional thirty (30) days.
- b. At the conclusion of the trial period, the employee will either be returned to his former position or will receive appointment to the higher position.
- c. However, the city reserves the right to terminate the trial period after the tenth (10th) day and return the employee to his former position in the event the city, at its sole discretion, believes that the employee is not able to do the job, provided such discretion is not exercised arbitrarily.
- d. The union and the employee will be kept advised monthly in writing of the progress made in learning the new assignment. The employee will be given assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, the employee shall be returned to his

former classification and shall assume seniority and pay as though the employee had not left his old classification.

Section 4. Temporary Promotions

The maximum period for a temporary promotion for any individual employee is six months. The city must declare a vacancy for the position or appoint another temporary promotion after each six month period.

ARTICLE 15. PROBATIONARY PERIOD

Section 1.

- a. All newly hired employees in positions covered by this agreement shall serve a probationary period of three (3) calendar months. The probationary period may be extended an additional calendar month at the discretion of the city, if it believes the probationary employee has not shown full and complete aptitude for the job at the end of the initial probationary period. A further one-month extension may be granted upon mutual consent of the city and the union.
- b. During the probationary period, the city reserves the right to terminate a probationary employee, and such termination shall not be grievable.

ARTICLE 16. SAFETY

Section 1.

The city shall not require, direct, or assign any employee to work under unsafe or hazardous conditions without the use of approved and proper safety equipment and methods. An employee, upon discovering an unsafe or hazardous condition, will immediately inform his foreman. The foreman will either determine and advise the manner in which the work can be performed safely or direct that the work stop and summon a supervisor or department head.

Section 2.

Where protective devices are required for the safety of the employee, the employee must utilize the safety devices while working or while in the designated areas.

Section 3.

Violation of city safety rules and regulations subjects the offending employee to disciplinary action, up to and including termination.

Section 4. Department safety committee

The union may designate not more than three employees to serve on a safety committee within the department of community services. The employees designated by the union shall represent different units, skills and levels of experience within the department.

Section 5. City safety committee

The union may designate one member of the city's safety committee. If the member fails to perform safety committee duties properly, as determined by the city administrator, the union will designate another member.

ARTICLE 17. SENIORITY

Section 1.

- a. An employee must be a regular, fulltime employee in order to be eligible to accrue seniority;
- b. An employee's seniority shall be determined on the basis of his total period of continuous employment in classifications covered by this agreement since the last date of hire.
- c. Seniority of an employee who is reinstated after a period of layoff shall be continued retroactively, not including periods of layoff.

Section 2.

An employee shall lose seniority rights and shall terminate his employment relationship with the city upon:

1. Resignation;
2. Discharge;
3. Failure to report to work after a layoff within the recall period provided by this agreement;
4. Expiration of recall rights.

ARTICLE 18. SUSPENSION AND DISCHARGE

Section 1.

For cause, the city may take disciplinary action against an employee, in the form of an informal warning, formal warning, demotion, suspension, fine, loss of leave, or dismissal.

Section 2.

The causes sufficient for disciplinary action shall include, but are not limited to:

1. Neglect of duty.
2. Absence without leave.
3. Incompetence, inefficiency.
4. Insubordination or serious breach of discipline.
5. Possession or being under the influence of alcohol or drugs while on duty
6. Conviction of a criminal act.
7. Participation in any political activity prohibited by federal or state law or municipal ordinance.
8. Violation of safety rules.
9. Conduct that jeopardizes the safety, health or welfare of a fellow employee.
10. Excessive absenteeism or tardiness.
11. Negligent or willful damage to city equipment or property, or waste of city supplies.
12. Failure to report outside employment, or continuation of unacceptable outside employment which is determined to interfere or conflict with city employment.
13. Conflict of interest.
14. Other sufficient causes not prohibited by law.

Section 3. Suspension and Other Actions

- a. Disciplinary action such as suspension and loss of leave up to five days may be imposed by the employee's department head. More serious disciplinary action may be imposed only with the approval of the city administrator. If a department head wishes to impose longer suspension or termination, the employee may be suspended in anticipation of further action.
- b. An employee is entitled to a hearing before the city administrator prior to termination, and may be represented by the union business manager at such a hearing. The employee may be suspended pending the outcome of the hearing.
- c. The city administrator shall render his decision as soon as practicable after the hearing.

Section 4. Limitation on Application of Notices

If an employee's record is free of disciplinary action for a period of twelve (12) consecutive months, the city will not rely on any prior warnings or prior formal actions concerning absence or tardiness when it determines what action it will take in response to an incident or activity that subjects the employee to further disciplinary action.

Section 5. Time to Act

The city shall initiate disciplinary action within thirty (30) days of the event, or within thirty (30) days of becoming aware of the event.

ARTICLE 19. HOURS OF WORK

Section 1. Normal workweek

- a. The normal, regular-time workweek shall include eight (8) hours of work each day and forty (40) hours of work each week. The determination of schedule and the assignment of employees shall be at the discretion of the city. The parties agree that the nature and variety of the work of the bargaining unit and the services provided by the city do not permit use of a single, uniform workweek, and that there are existing exceptions to the "normal" workweek described above, and that those exceptions may continue, at the city's discretion, and that additional exceptions may become necessary in response to conditions, law, or the desires of the community. The workweeks for various units and employees as of the date of execution of this agreement are contained in Schedule "A", which is incorporated herein by reference.
- b. For positions previously eligible for "summer hours", the workday will start at 7:00 AM and end at 3:30 PM year round. This change to the schedule is being implemented on a trial basis for a one-year period, and may be changed back to the previous schedule at the discretion of management at the end of the one-year trial period.

Section 2. Wash-up period

Employees shall be allowed a paid ten (10) minutes wash-up break at the end of the workday. No employee may leave any remote or field worksite more than ten (10) minutes prior to the start of the wash-up break.

Section 3. Lunch break

Employees shall be allowed an unpaid one-half (1/2) hour lunch period each day.

Section 4. Other breaks

Employees shall be allowed a paid fifteen (15) minute break once during the first half of the workday and once during the second half.

Section 5. Leaving the worksite

With regard to 15-minute breaks and meal breaks, whether during normal working hours or overtime hours, no employee may leave the worksite prior to the start of the break and every employee must return to the worksite and be ready to work by the end of the break. "Worksite" shall mean either the employee's regular, stationary work area (such as the mechanics' working area in the garage or the control area of the transfer station, for instance) or a remote field work area where a crew is performing its duties. The sole exceptions to this requirement are:

1. Prior to a scheduled 15-minute break, a single member of a crew, with the prior approval of the foreman, may leave a worksite for an additional fifteen (15) minutes to procure food and drink for the rest of the crew, provided no mobile lunch wagon normally visits the worksite, and
2. A crew working at a remote worksite may leave the site ten (10) minutes prior to the start of the scheduled meal break and must be back at the site, ready to work, within ten (10) minutes of the end of the scheduled meal break.

Activities logs shall be kept that identify workers' locations and the time that workers' arrive at or leave locations during the workday.

Failure to comply with this section shall subject the employee to discipline, except that a verbal or written warning shall not be required before imposing suspension without pay or discharge pursuant to Article 18, "Suspension and Discharge", and further provided that any grievance arising out of administration of this section shall be limited to Steps 1 through 3 of Article 6, "Grievance Procedure".

ARTICLE 20. OVERTIME WORK

Section 1. Requirement to work

Employees may be required to work at times other than their normal work hours based on the needs of the city to provide services, at the city's sole discretion. Employees required to work at hours other than their normal work hours shall be compensated at premium rates, in accordance with the provisions of this article. No premium rate will be due for less than fifteen (15) minutes of overtime work. Premium-rate pay shall be calculated to the nearest quarter hour.

Section 2. Premium rates

The premium rate for employees required to work outside their normal work hours shall be one and one half (1.5) times their hourly rate of pay. Hourly rate of pay shall be calculated by dividing the sum of the employee's current annual pay rate plus longevity by 2080.

Section 3. Sunday, holiday emergency rates

The premium rate for employees required to perform emergency work on a Sunday or holiday shall be two (2.0) times their hourly rate of pay. This rate shall not apply to Sunday or holiday work that has been scheduled in advance, nor shall it apply to employees whose normal workweek includes Sunday or a holiday. Employees whose normal workweek includes Saturday and Sunday, with a mid-week leave, shall be paid double time if called for emergency work on the second day of their mid-week leave. Employees required to work at premium rates on a holiday shall also receive their regular pay for that holiday.

Employees given less than seventy-two (72) hours notice of continuing snow removal on a Sunday or holiday shall receive two (2.0) times their hourly rate of pay.

Section 4. Meal breaks

- a. An employee required to work emergency or unscheduled overtime shall be allowed a paid one half (1/2) hour meal break if both of the following conditions are met:
 1. the employee has worked, or is reasonably expected to work, at least four hours of actual overtime, and
 2. the employee is scheduled to work both before and at least two hours after the required meal break.
- b. Meal breaks during emergency or unscheduled overtime work shall be scheduled at midnight, 6 AM, noon and 6 PM. The city may stagger these breaks within a reasonable "window" centered on these times, in order to keep a sufficient force of employees actively engaged in work. The city shall not release and recall an employee for the purpose of avoiding its obligation to provide a meal break.
- c. Employees required to work emergency or unscheduled overtime shall be reimbursed for the cost of meals consumed during the required meal breaks, at the rate of up to ten dollars (\$10.00) for dinner and seven dollars (\$7.00) for breakfast or lunch, not including any "take out" charge by the restaurant. Requests for cash reimbursement shall be accompanied by receipts. In lieu of the allowance, the city may provide hot food of the type normally consumed by the employees during meal breaks, and shall provide accommodations at the City facilities for appropriate rest periods during extended overtime caused by emergent snow removal.
- d. "Emergency or unscheduled overtime" means work done outside normal hours as posted, when the need for the overtime was not foreseen or when the work must be done in response to an unforeseen event or in response to natural phenomena such as

storms. In no case will work scheduled in advance be considered emergency or unscheduled overtime. In no case shall scheduled weekend work at the transfer station or compost area, or scheduled work by recreation workers in connection with sports or special events, be considered emergency or unscheduled overtime.

Section 5. Other breaks

During periods of emergency or unscheduled overtime work, employees will be allowed a fifteen (15) minute paid break approximately every three hours, if no meal break is scheduled.

Section 6. Minimum call-back guarantee

Employees recalled to work overtime will be guaranteed a minimum of two (2) hours work, or pay in lieu thereof, at the appropriate rate of pay. Employees recalled to work overtime on a Sunday, holiday or the second day of a mid-week regular "weekend" leave will be guaranteed a minimum of three (3) hours work, or pay in lieu thereof, at the appropriate rate of pay. This guaranteed minimum shall not apply to any overtime work that is an extension of the employee's normal workday, such as a requirement to report early or stay late.

Section 7. Compensatory time

By mutual agreement between the city and an individual employee, an employee may be granted compensatory time off at a rate of 1.5 hours off for each overtime hour worked. An employee may accumulate no more than sixteen (16) hours of compensatory time due. All compensatory time off must be used by December 15th unless a specific extension has been granted by the city. An employee may take accumulated compensatory time off with the approval of the city.

An employee who volunteers to act as a leader, supervisor, teacher, or trainer for a recreation program shall be paid according to the schedule of rates for such work as maintained by the board of recreation commissioners. If the recreation director or his designee specifically requires the employee to perform these duties, or to perform the employee's normal duties while acting as a leader, supervisor, teacher, or trainer for a recreation program, the work shall be covered by the overtime rules of the labor agreement.

A recreation employee whose special overtime assignment is cancelled on short notice will be paid one hour at the employee's overtime rate provided that:

- "special overtime assignment" shall mean assignment to a party, gathering, or other special event that will take place on city property but is not sponsored by the city.
- "short notice" shall mean that the person or organization arranging, sponsoring, or managing the event cancels it on less than twenty-four hours' notice.

ARTICLE 21. PAYDAY

Section 1.

Employees will be paid by check every other week and all pay checks shall be placed in envelopes. Checks will be distributed during regular working hours.

Section 2.

When payday falls on a holiday, insofar as possible and practicable, employees will be paid on the day preceding the holiday.

Section 3.

Upon request of the individual employee, vacation pay will be paid, insofar as possible, on the payday prior to the start of the vacation period.

Section 4.

The city will not release an employee's paycheck to a third party without the written authorization of the employee.

Section 5.

The city will use its best efforts to ensure that no more than one pay period intervenes between the time an employee works overtime and the time the employee is paid for that work. Further, a report on overtime distribution shall be provided to the Superintendent that can be shared with employees covered by this Agreement upon request.

ARTICLE 22. RATE OF PAY

Section 1.

The hourly rate of pay for each employee in the bargaining unit shall be based on the employee's position classification as set forth in Schedule "B" which is appended hereto and incorporated herein by reference retroactive to the effective date of this agreement, plus the employee's longevity increment, divided by 2080.

ARTICLE 23. LONGEVITY

Section 1.

Fulltime regular employees on the payroll as of December 31, 1994 are entitled to a longevity payment according to the following schedule:

<u>Completed Years of Service</u>	<u>Percent of Base Salary</u>
5 years	2%
10 years	4%
15 years	6%
21 years	8%

24 years

10%

Fulltime regular employees hired on January 1, 1995 or thereafter are entitled to a longevity payment of five hundred dollars (\$500) per year upon completion of five (5) full years of service.

For employees hired before January 1, 1984, all anniversary dates for longevity are moved backwards to either the January 1 or the July 1 prior to the employee's date of hire. Employees hired on January 1 or July 1 retain their anniversary dates.

For employees hired on or after January 1, 1984, all anniversary dates are moved forward to either the January 1 or the July 1 following the employee's date of hire. Employees hired on January 1 or July 1 retain their anniversary dates.

Section 2.

Any employee who resigns and subsequently is re-employed loses prior service credits for longevity.

Section 3.

All periods of service shall be the periods of service with the city, must be continuous, and shall be in compliance with the definition of creditable service as defined by the rules and regulations of the Division of Pensions, New Jersey Department of Treasury. Periods of absence due to leaves of absence without pay granted at the request of the employee or due to layoff shall not be considered in determining the length of service.

Section 4.

The longevity increment shall be considered as part of base pay in computing hourly rate, holiday pay, vacation pay, and premium rates.

ARTICLE 24. UNIFORMS

Section 1.

- a. The city shall provide at no cost to the employee the following items of uniform clothing:

6 pair of trousers	1 lightweight jacket
6 shirts	1 insulated jacket liner
6 tee shirts	1 winter coat
2 pairs of steel-toe work boots	
- b. Each employee shall receive, when granted regular status, one issue of uniform clothing. Thereafter, the city will replace worn items on a wear-and-tear basis. The city will replace up to 4 pants and/or shirts per year as requested by each employee to replace worn items.
- c. The city shall provide for the cleaning and laundering of items of uniform clothing.
- d. The city's cost for replacement of safety shoes shall be limited to \$175 annually for each employee.

Section 2.

The city shall also provide each employee with the following gear, provided that the nature of the work performed requires the items for reasons of personal comfort and safety, as determined by the city:

- | | |
|--------------------|----------------|
| Safety hat | Safety glasses |
| Pair of rain boots | Work gloves |
| Rain suit | Ear protectors |
| Safety vest | |
- (Prescription safety glasses will be supplied, if required.)

Section 3. Use and replacement of uniforms and equipment

Each employee shall be responsible for the care and maintenance of each item of clothing and safety equipment, and shall wear these items only while on duty or while traveling directly to and from work. Any items lost, destroyed or rendered unusable by the employee through negligence or lack of proper care will result in the employee being charged for their replacement.

ARTICLE 25. WORKING AT DIFFERENT RATES

Section 1.

An employee assigned to act in a position classification with a higher rate of pay (for example, an equipment operator formally assigned as "acting foreman") shall be paid an hourly differential of two dollars (\$2.00) per hour for the full day assigned, if all the following conditions are met:

- a. the assignment is for a period of at least three (3) working hours, and
- b. the employee is, in the opinion of the city, fully qualified to perform the work assigned, without additional or special supervision, and
- c. the duties being performed are clearly outside the normal range of duties for the employee's regular position classification, and
- d. the assignment is not for the purposes of training the employee, and
- e. the assignment is due to the absence of the employee who regularly fills the position or due to a vacancy in a position that needs to be filled on an acting basis pending a permanent appointment.

This section shall not apply to an assistant foreman acting as foreman or to occasional or casual assignment of any employee to specific tasks during the course of the working day.

Section 2.

Maintenance workers (Grade 5) assigned to drive snow plows or other emergency equipment with a gross vehicle weight rating of ten thousand pounds (10,000 lbs) or more shall be paid an hourly differential of two dollars (\$2.00) for regular-rate work and two dollars and twenty-five cents (\$2.25) for premium-rate work for each hour actually assigned.

Section 3.

Workers in the sanitation unit shall be paid a premium amount equivalent to one-third of a day's pay on any day actually worked when there is not a full crew on their respective trucks.

Workers in the sanitation unit shall be paid a premium amount equivalent to one-third of a day's pay on any day actually worked collecting leaves during leaf-collection season, as defined by the city.

ARTICLE 26. SEPARATION FROM EMPLOYMENT

Section 1.

Upon discharge, an employee will receive, no later than the next pay period, all wages and prorated vacation pay that is due, provided the employee has returned all city-owned equipment in his possession.

Section 2.

Upon termination in good standing, an employee will receive, no later than the next pay period, all wages and prorated vacation pay, provided that the employee has notified the city at least two (2) weeks prior to such termination and provided that the employee has returned all city-owned equipment in his possession.

ARTICLE 27. INSURANCE

Section 1.

The City agrees to maintain equal or better coverage than is currently offered under the terms, conditions and definitions of the policies of insurance set forth in the NJ State Health Benefits Plan as that Plan may be amended or modified. Employees hired prior to January 1, 2008 shall have the option of participating in any of the plans provided under the State Health Benefits Plan as those plans became available April 1, 2008. However, effective January 1, 2009 employees who elect to join or remain in the Direct 10 Plan shall pay the difference between Direct 10 and the Direct 15 plan on a monthly basis by way of payroll deduction.

All employees hired after 1/1/08 may only select the Direct 15 or HMO plans offered by SHBP.

Effective January 1, 2013 all employees shall pay contributions by way of payroll deduction to the cost of health insurance premiums based upon pensionable base salary in accordance with the provisions of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78 which are incorporated by reference as if set forth herein at length. These contributions shall be in addition to payment of the cost difference between Direct 10 and Direct 15 for employees who select Direct 10 coverage.

Section 2.

The city shall provide to each employee a group family dental insurance program at a cost not to exceed \$43 per month during the term of this agreement. Any cost of the coverage in excess of the monthly allowance shall be borne by the employee through a program of payroll deductions.

The City and Local 469 will, in conjunction with other employee groups, discuss improvements to the dental insurance plan that has been effect since 1990.

Section 3.

The city shall provide to each employee a group term life and double-indemnity accidental death and dismemberment insurance policy with in the face amount of Five Thousand Dollars (\$5,000.00).

Section 4.

The city shall provide each employee a voluntary long-term disability insurance program through a program of payroll deductions, if such a program is available.

Section 5.

The city reserves the right to change insurance carrier or insurance plans so long as substantially similar benefits are provided.

ARTICLE 28. RETIREE MEDICAL BENEFITS

Section 1.

- a. After twenty-five (25) years fulltime service with the city or upon a work-related total disability retirement as approved by the New Jersey Public Employees Retirement System, the city will reimburse a retiree for his cost of health insurance, up to a maximum annual cost of \$1450.
- b. In order to be eligible, the individual must be enrolled in the city's subgroup benefits plan for retirees.
- c. If the individual is employed after retirement from the city and is eligible to receive health benefits from such subsequent employer, or if said retiree's spouse is employed and substantial equivalent coverage is thereby provided to the retiree, then the city will not be obligated to reimburse any portion of the premium during the period of disqualification. The city may require appropriate documentation.
- d. Any additional costs of insurance in excess of the city's maximum reimbursement will be paid by the retiree.
- e. If the individual is covered by Medicare, the city's reimbursement shall decrease accordingly.
- f. Upon proper documentation to the city treasurer, the city will reimburse the retiree semiannually.
- g. The City will apply any changes made for non-union personnel in the City's Personnel Policies and Procedures to employees represented under this contract.

ARTICLE 29. LEAVE OF ABSENCE WITHOUT PAY

Section 1.

- a. Regular employees may be granted a leave of absence without pay with the approval of the Common Council as appropriate, for up to a three-month period, which may be extended up to a maximum of one year. Each case is considered on its merit and does not set a precedent. Leaves may be requested for temporary incapacity, attendance at school or job-related advanced study, national emergency, and for any reason deemed valid by the Common Council as appropriate.

- b. An employee on leave of absence will not be entitled to any paid benefits during the duration of the leave, but upon return from leave may be entitled to a position of equal status and pay to that which was held when the employee went on leave.
- c. Denial of a leave of absence without pay shall not be grievable.

ARTICLE 30. PERSONAL LEAVE

Section 1.

- a. Regular fulltime employees are entitled to two (2) workdays of personal leave per year with pay. Personal leave may be taken in half-day increments.
- b. Personal leave days may not be accumulated from year to year. They may be taken at the discretion of the employee subject to prior approval of the department head.
- c. Requests for the personal leave shall be made to the department head at least three (3) workdays in advance, except in emergencies. Such request shall be granted or denied by the department head taking into consideration the staff needs of the department.
- d. Personal leave may be scheduled with vacation.

ARTICLE 31. BEREAVEMENT LEAVE

Section 1.

- a. Regular fulltime employees shall be entitled to a bereavement leave up to five (5) days with pay from the time of death of a spouse, parent, child, grandparent, sister, brother or parent-in-law.
- b. The purpose of bereavement leave is to permit the employee to make necessary arrangements for, and to attend, the funeral of a relative, and for a brief period of mourning.
- c. All bereavement leave must be taken within five (5) calendar days of the death of the relative.
- d. The employee shall notify the department head of the need for bereavement leave, and may be required to provide proof of relationship, death, and/or attendance at the funeral.
- e. Under special circumstances, the department head, if he deems it justified, may grant up to one (1) day of time off with pay to an employee for attending funeral services for a person other than a relative as defined in this article. Denial of such request shall not be the basis of a grievance.

ARTICLE 32. ADMINISTRATIVE LEAVE

Section 1.

- a. For good and sufficient cause, the city may grant an employee up to three days a year of administrative leave, which may be used to deal with a personal or family crisis that cannot be dealt with otherwise.
- b. An employee may make application for administrative leave, to the department head in writing, setting forth the circumstances. Approval for this leave must be obtained from the City administrator. Leaves and applications shall be considered confidential personnel matters not to be discussed publicly. Denial of administrative leave shall not be grievable.
- c. The city may request verification of information in support of the employee's request.

ARTICLE 33. WORK-RELATED DISABILITY LEAVE

Section 1. Definition

Disability leave shall mean an employee's absence from duty because of illness or injury on-the-job as a result of and arising from employment with the city.

Section 2. Disability Leave Days

- a. Whenever an employee is disabled through illness or injury as a result of and arising from employment with the city, as evidenced by a certificate of a physician and by qualification for workers' compensation, the Common Council may, by resolution, grant the employee a leave of absence with full pay, for a period of two (2) calendar weeks for each year of service, not to exceed fifty-two (52) weeks. This maximum period at full pay shall be cumulative during the employee's career with the city.
- b. In the absence of such approval, the injured employee's compensation shall be limited to that provided by workers' compensation insurance or other third-party compensation.

Section 3. Disability Benefits Assignment

During the period in which the full salary of any employee on disability leave is paid by the city, any weekly compensation payments received by the employee under the city workers' compensation policy or Social Security disability benefits, or any other disability benefits provided by a program authorized and paid for by the city, shall be assigned to the city.

Section 4.

Days lost through compensable disability shall not be charged against sick leave allowance.

Section 5. Lump Sum Awards

Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the city.

Section 6. Board of Physicians

In cases of repeated disability absences or protracted periods of disability illness, or other justifiable reasons, the city may appoint a physician or board of physicians for the purpose of independent determination of an employee's physical ability to return to work or physical ability to carry out his assigned duties and remain on the workforce or perform such other duties as the department head and/or the city administrator may assign.

ARTICLE 34. HOLIDAY LEAVE

Section 1.

- a. These official holidays with pay shall be observed by the city:
- | | |
|-----------------------|----------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | General Election Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
- b. The city administrator may substitute or exchange any of the above holidays. In January of each year the city administrator shall publish an annual list indicating the dates upon which each holiday will be observed.
- c. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- d. If an official holiday is observed during an employee's vacation, that employee shall be entitled to an additional vacation day.
- e. If an official holiday occurs while an employee is on sick leave, that employee shall not have that holiday charged against his sick leave.

ARTICLE 35. JURY DUTY LEAVE

Section 1.

- a. An appearance in court in connection with official duties is considered normal duty time and will be compensated accordingly.
- b. An employee will be paid his full salary for up to two (2) weeks while actually serving as a juror, provided the employee did not actively volunteer for jury duty.
- c. An employee must present the official summons to jury duty immediately upon receipt to his department head.
- d. An employee must immediately present any subpoenas served upon them in connection with their official duties to his department head.
- e. In the event an employee is released from jury duty, on any day, more than two (2) hours prior to the end of his normal working hours, he is to report by telephone to his department head. Normally, he will be expected to return to duty.

ARTICLE 36. MILITARY LEAVE

Section 1.

- a. An employee who is a member of the National Guard, Armed Forces, or reserve component of the Armed Forces of the United States shall be re-employed in accordance with whatever law or laws are in effect and which apply to his particular circumstances. The time given to attend required drills shall be in addition to regular vacation leave.
- b. Employees will receive their regular pay, without deduction for their military pay, for engagement in Federal active duty as authorized by law.
- b. Official orders will be presented to the department head by the employee immediately upon their receipt.
- c. Military leave will take precedence over normal vacation requests when department staffing requirements are considered
- d. At the end of Federal active duty, the employee shall report to work following the last day necessary to travel from the training site to the place of employment. An employee failing to promptly return to work will be subject to the rules of conduct and discipline with respect to absence from scheduled work.

ARTICLE 37. SICK LEAVE

Section 1. Definition

Sick leave is defined as employee absence from regular duty because of his own illness, accident, or exposure to contagious disease.

Section 2. Annual sick leave

- a. Regular fulltime employees will be granted a sick leave allowance of fourteen (14) days for each calendar year completed after the starting date of employment. Employees may accumulate such days for two (2) years, for a total of twenty-eight (28) sick leave days. Sick leave allowances may be extended in case of exceptional circumstances at the request of a department head and with approval of the city administrator and Common Council.
- b. Unused sick leave may not be used as additional vacation time. Unused sick leave is forfeited if the employee leaves the employ of the city, and no payment shall be made in lieu of sick leave.
- c. Each employee absent on sick leave for three (3) or more consecutive working days shall present an authorization from a registered physician to return to work. This authorization may be required prior to the employee's return to work and shall be provided at the employee's expense. Such statement shall include medical reasons requiring the absence together with the dates of absence.
- d. A department head may demand a certificate from the employee's physician at any time when an employee calls in and reports that he is sick and unable to work, if the department head believes the employee may be abusing sick leave privileges. The employee shall bear the expense associated with providing the certificate. The department head has the authority to verify any doctor's certificate with the city physician, at the city's expense.

Section 3. Extended sick leave

- a. In the event an employee uses all sick leave currently available, the employee may request an extension of paid sick leave. The department head must submit the appropriate form to the city administrator containing information about the employee's sick leave history. The city administrator may recommend to Common Council, an extension of paid sick leave based upon all of the following factors:
 - 1. Nature of the incident
 - 2. Overall sick leave record of the employee
 - 3. Employee's attendance record
 - 4. Employee's work performance
 - 5. Availability of unused sick days in prior years.
- b. Common Council will grant extensions on a case-by-case basis only. A decision to grant an extension to an employee shall not constitute precedent.
- c. Should the employee exhaust the extended sick leave, he may either utilize available vacation time, or request a leave of absence without pay.

Section 4. Incentive Payments

- a. Sick leave incentive pay will be paid to each employee based upon the number of sick days used by the employee. Payments will be made according to the following schedule:

<u>Number of sick days used</u>	<u>Amount of incentive</u>
0	\$1,000
1	\$850
2	\$700
3	\$550
4	\$400
5	\$250
6	\$100
7	\$0

- b. The incentive will be paid in one lump sum on or about January 15 of each year, based upon the number of sick days used in the previous calendar year.

ARTICLE 38. TERMINAL LEAVE

Section 1.

- a. Regular fulltime employees eligible for an ordinary service retirement or disability retirement are entitled to their full vacation for the year regardless of date of retirement.
- b. In addition, regular fulltime employees will be granted special terminal leave with pay according to the following schedule of the length of service:

1 through 9 years	10 days paid leave
10 through 14 years	15 days paid leave
15 through 19 years	20 days paid leave
20 years or more	25 days paid leave

This special retirement leave benefit is not granted in case of discharge, dismissal, voluntary leaving the city's employ, or deferred retirement.

ARTICLE 39. VACATION LEAVE

Section 1. Schedule

The vacation schedule for regular fulltime employees shall be:

<u>Upon completion of:</u>	<u>Vacation leave:</u>
Less than the current calendar year of service	one day per month of service, not to exceed ten days
One year of service	ten days
Four years of service	fifteen days
Nine years of service	eighteen days
Fourteen years of service	twenty days
Nineteen years of service	twenty-three days
Twenty-four years of service	twenty-five days

Section 2. Carry-over

Vacation leave shall not be cumulative and must be taken within the year earned. Vacation time not taken within the year shall be considered forfeited except in cases where the department head and the City administrator agree that, due to unique and unusual job requirements, the employee cannot take all of the accrued vacation. In such cases, the unused days, not exceeding one-half (1/2) of the previous year's vacation entitlement, may be carried over into the next year. The carry-over vacation time must be used by June 30 of the succeeding year or it shall be considered forfeited.

Section 3. Other provisions

- a. Department heads shall arrange vacation schedules and limit vacation selections in a manner designed to maintain city services. Factors such as expected workload, staff size, amount of vacation time due each employee, availability of other types of leave, and other elements shall be considered when scheduling vacation periods and approving selections.
- b. Department heads shall have the right, by reason of the demands of conducting operations for the general welfare of the city, to designate the periods during which an employee may take a vacation. In the case of conflict in schedules, seniority in the division will govern. However, in every instance, proper staffing of the operations must take precedence over all other considerations in scheduling vacations.
- c. Requests to schedule vacations will not be unreasonably refused.
- d.
 1. An employee entitled to two weeks of vacation may take no more than five (5) separate vacation periods during any calendar year, without the written permission of his department head.
 2. An employee entitled to more than two weeks of vacation may take no more than five (5) single-day vacation periods and must take his remaining vacation in one-week segments; this requirement may be waived with the written permission of his department head.
 3. Refusal to grant waivers from these limits shall not be grievable.

- e. Vacations must be taken between January 1st and December 31st.
- f. In order to be eligible for vacation leave with pay, an employee must be in full-pay status and completed months or years of service must be continuous. The number of months or years of continuous service shall be determined as of the most recent date of employment or first day of work as a full time employee in the bargaining unit.
- g. An official holiday occurring during an employee's vacation leave period shall not be counted as a day of vacation leave. An employee may not cancel a vacation day and elect to work a holiday when a holiday falls within any of his previously approved vacation periods.
- h. Department heads will submit a vacation schedule of their employees to the city administrator not later than April 1st of each year.
- i. Employees may request a change of vacation schedule by submitting a request to the department head at least five (5) days in advance and in accordance with all the provisions of this policy
- j. Employees may receive advance payments of salary prior to scheduled vacation, providing sufficient notification is given to the City Treasurer's Office.
- k. An employee on leave of absence without pay, on layoff or on extended sick leave shall not earn or accrue vacation leave.
- l. In case of discharge, dismissal, or voluntarily leaving the city's employ in good standing, the employee's vacation will be prorated from the first of the year. In the event of an employee's death, unused vacation for the year shall be paid to his/her estate.

ARTICLE 40. COMPENSATION CLAIMS

Section 1.

- a. The city shall provide workers' compensation insurance or the equivalent thereof for each employee for on-the-job injury arising out of or in the course of employment in accordance with state statutes.
- b. The city will cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing under provisions of state statute.

Section 2.

In the event an employee is injured on the job, the city shall pay the employee his wages for the day lost because of the injury. An employee who is injured on the job and is sent home or who must obtain medical attention shall receive pay at his applicable rate of pay for the balance of his regular shift. An employee who must receive medical treatment on the day of the injury at a time outside regular working hours will be paid at the applicable overtime rate for all time spent receiving medical treatment.

Section 3.

An employee who has been authorized to return to his regular duties after sustaining a compensable injury and who is required by the workers' compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time provided it is reasonable and treatment cannot reasonably be scheduled at any other time.

ARTICLE 41. LAVATORY FACILITIES

Section 1.

The city agrees to maintain a clean sanitary washroom having hot and cold running water and toilet and shower facilities. Maintenance and cleanliness of the facilities is the responsibility of the workers assigned to each work area, who customarily use the facilities.

ARTICLE 42. SPECIAL LICENSES

Section 1.

The city will pay the fee for the granting or renewal of any special licenses that an employee is required by law to have in the performance of the duties and responsibilities covered by his job classification, and shall reimburse for the differential between the fee for a standard New Jersey driver's license and any special driver's license that an employee is required to have in the performance of the duties and responsibilities covered by his job. Payments will be made once each quarter.

Section 2.

The city will pay the training fees for continuing education units required to maintain a special license in Section 1 above, subject to prior approval by the department director.

ARTICLE 43. SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 44. COMPLETE AGREEMENT

Section 1.

During the negotiations resulting in this agreement, the city and the union each had the unlimited right and opportunity to make demands and proposals as permitted by applicable law. Except as specifically set forth elsewhere in this agreement, each party expressly waives the right to require the other to negotiate over any matter discussed between them during the negotiations which resulted in this agreement or over any matter about which either had knowledge or should have had knowledge prior to the signing of this agreement. This agreement contains the entire understanding between the parties and finally determines all matters of collective negotiations for its term. Changes to this agreement must be reduced to writing and executed by both the city and union.

ARTICLE 45. DURATION

Section 1.

This agreement shall commence as of January 1, 2013 and shall remain in full force and effect up to and including December 31, 2016.

Section 2.

The provisions of this agreement dealing with salary, including calculation of the basis for overtime payments, shall be retroactive to January 1, 2013. All other provisions shall become effective upon final approval by the Common Council of the City of Summit and the membership of Local 469, except for provisions that have actually been effectuated by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Summit, New Jersey on this 3rd day of September, 2013.

LOCAL 469, AWW | B-T.

By

Dave Ayello
Ryan [Signature]
[Signature]

THE CITY OF SUMMIT, NEW JERSEY

By

[Signature]
Attest [Signature]

SCHEDULE A. WORKING HOURS

The normal workweek for all employees is 7:00 a.m. to 3:30 p.m. as described in Article 19 as a trial period, with the exceptions detailed below.

Exception schedules, Public Works

- a. Roads Unit: SWEEPER OPERATOR
Monday through Thursday, 4:00 a.m. to 12:30 p.m.;
Friday and Saturday, 4:00 a.m. to 8:30 a.m.
- b. Garbage and Trash: COLLECTION WORKERS AND FOREMAN
Monday 6:00 a.m. to 2:30 p.m., time for task; Tuesday through Friday, 5:00 a.m. to 1:30 p.m., time for task; time is extended during leaf collection and clean-up weeks, if scheduled, at regular-time rates.
- c. Garbage and Trash: CARDBOARD DRIVER
Monday through Friday, 6:00 a.m. to 2:30 p.m.
- d. Municipal Disposal Unit: TRANSFER STATION (FOREMAN AND OPERATOR)
7:30 a.m. to 4:30 p.m. year round;
Saturdays, eight-hour shift at overtime rates, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m.
- e. Municipal Disposal Unit: TRANSFER STATION (TRACTOR DRIVERS)
Monday through Friday, 6:00 a.m. to 2:30 p.m.
- f. Municipal Disposal Unit: COMPOST AREA
Monday through Friday, 7:30 a.m. to 4:00 p.m.
Saturdays, 7:30 a.m. to 4:45 p.m.
- g. Buildings and Grounds Unit: CUSTODIAN
Monday through Friday, 8:00 a.m. to 4:30 p.m.

Exception schedules, Recreation

- a. All - Schedules are sometimes varied based on the weather and the task at hand.
- b. Municipal golf course
Saturday and Sunday scheduled work at overtime rates is required seasonally.

SCHEDULE B. POSITION CLASSIFICATION AND PAY PLAN

Section 1. Classification plan

The positions listed below are covered by the terms of this agreement and are classified by the city in the salary grades indicated:

Grade 4

Janitor

Grade 5

Custodian, Maintenance Worker, Sanitation Collector

Grade 6

Refuse Collection Driver, Tree Climber Trainee, Truck Driver

Grade 8

Equipment Operator, Pump Station Operator, Senior Recreation Maintenance Worker, Transfer Station Truck Driver, Tree Climber

Grade 9

Assistant Foreman, Golf Course Maintenance Worker, Mechanic, Senior Transfer Station Operator

Grade 10 (This grade is to be eliminated effective January 1, 1998.)

None

Grade 11

Foreman

Mechanic stipend

Mechanics will receive an annual stipend of \$250.

Special stipend

Any employee in Grade 6 who is assigned to duties requiring special licenses or special skills, recognized by the City as being beyond the scope of a Grade 6 title but not falling within a Grade 8 title, will be paid a special stipend in the amount of \$2,150 per year for the term of this contract.

Section 2. Salary plan

- a) The existing pay plan shall be modified by increasing the maximum rate for each grade by 1.5% per year for each year of the new contract.
- b) Employees hired prior to January 1, 2013 who are not at the maximum rate for their pay grade will continue to receive step movement in accordance with present practice under the pay plan in effect for the 2008 to 2012 contract (attached hereto as Schedule B).

- c) Effective January 1, 2013 there shall be a new salary guide in effect for employees hired on or after January 1, 2013 or for any employee promoted to a higher pay classification after January 1, 2013, except that the four (4) employees promoted after January 1, 2013 but prior to March 2, 2013 and the two (2) promotions made to fill the vacancies created by the four promotions herein noted shall be made in accordance with Schedule B. The January 1, 2013 new salary is attached hereto as Schedule B-1

The City shall have the discretion to advance an employee who is placed on Schedule B-1 by 2 steps at the time of normal step movement based upon an exceptional evaluation and other good cause. The decision to grant or not grant a 2 step increase shall not be subject to the grievance and arbitration provisions of the contract. The six (6) promotions referred to herein are set forth on Schedule B-2 which is attached hereto.

SCHEDULE B

Local 469 Salaries, 2013, Jan. 1.5% at Maximum																				
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Grade	4	42,477	43,185	43,894	44,600	45,310	46,017	46,728	47,435	48,143	48,852	49,559	50,268	50,972	51,685	52,393	53,100	53,807	54,516	56,052
	5	45,872	46,639	47,403	48,168	48,933	49,700	50,463	51,226	51,994	52,760	53,525	54,286	55,055	55,820	56,582	57,345	58,114	58,880	60,538
	6	49,332	50,155	50,972	51,798	52,620	53,444	54,266	55,088	55,909	56,732	57,554	58,375	59,199	60,019	61,214	61,665	62,485	63,312	65,096
	7																			
	8	53,395	54,286	55,178	56,066	56,956	57,842	58,732	59,623	60,511	61,401	62,284	63,179	64,067	64,957	65,846	66,740	67,624	68,514	70,443
	9	56,898	57,844	58,795	59,741	60,692	61,638	62,585	63,533	64,484	65,433	66,378	67,329	68,274	69,224	70,173	71,122	72,070	73,018	75,073
	11	65,746	66,834	67,928	69,026	70,115	71,210	72,306	73,398	74,495	76,877	76,680	77,775	78,870	79,963	81,056	82,150	83,248	84,340	86,717
Local 469 Salaries, 2014, Jan. 1.5% at Maximum																				
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Grade	4	42,477	43,185	43,894	44,600	45,310	46,017	46,728	47,435	48,143	48,852	49,559	50,268	50,972	51,685	52,393	53,100	53,807	54,516	56,893
	5	45,872	46,639	47,403	48,168	48,933	49,700	50,463	51,226	51,994	52,760	53,525	54,286	55,055	55,820	56,582	57,345	58,114	58,880	61,446
	6	49,332	50,155	50,972	51,798	52,620	53,444	54,266	55,088	55,909	56,732	57,554	58,375	59,199	60,019	61,214	61,665	62,485	63,312	66,072
	7																			
	8	53,395	54,286	55,178	56,066	56,956	57,842	58,732	59,623	60,511	61,401	62,284	63,179	64,067	64,957	65,846	66,740	67,624	68,514	71,500
	9	56,898	57,844	58,795	59,741	60,692	61,638	62,585	63,533	64,484	65,433	66,378	67,329	68,274	69,224	70,173	71,122	72,070	73,018	76,199
	11	65,746	66,834	67,928	69,026	70,115	71,210	72,306	73,398	74,495	76,877	76,680	77,775	78,870	79,963	81,056	82,150	83,248	84,340	88,018
Local 469 Salaries, 2015, Jan. 1.5% at Maximum																				
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Grade	4	42,477	43,185	43,894	44,600	45,310	46,017	46,728	47,435	48,143	48,852	49,559	50,268	50,972	51,685	52,393	53,100	53,807	54,516	57,746
	5	45,872	46,639	47,403	48,168	48,933	49,700	50,463	51,226	51,994	52,760	53,525	54,286	55,055	55,820	56,582	57,345	58,114	58,880	62,368
	6	49,332	50,155	50,972	51,798	52,620	53,444	54,266	55,088	55,909	56,732	57,554	58,375	59,199	60,019	61,214	61,665	62,485	63,312	67,063
	7																			
	8	53,395	54,286	55,178	56,066	56,956	57,842	58,732	59,623	60,511	61,401	62,284	63,179	64,067	64,957	65,846	66,740	67,624	68,514	72,573
	9	56,898	57,844	58,795	59,741	60,692	61,638	62,585	63,533	64,484	65,433	66,378	67,329	68,274	69,224	70,173	71,122	72,070	73,018	77,342
	11	65,746	66,834	67,928	69,026	70,115	71,210	72,306	73,398	74,495	76,877	76,680	77,775	78,870	79,963	81,056	82,150	83,248	84,340	89,338
Local 469 Salaries, 2016, Jan. 1.5% at Maximum																				
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Grade	4	42,477	43,185	43,894	44,600	45,310	46,017	46,728	47,435	48,143	48,852	49,559	50,268	50,972	51,685	52,393	53,100	53,807	54,516	58,612
	5	45,872	46,639	47,403	48,168	48,933	49,700	50,463	51,226	51,994	52,760	53,525	54,286	55,055	55,820	56,582	57,345	58,114	58,880	63,304
	6	49,332	50,155	50,972	51,798	52,620	53,444	54,266	55,088	55,909	56,732	57,554	58,375	59,199	60,019	61,214	61,665	62,485	63,312	68,069
	7																			
	8	53,395	54,286	55,178	56,066	56,956	57,842	58,732	59,623	60,511	61,401	62,284	63,179	64,067	64,957	65,846	66,740	67,624	68,514	73,662
	9	56,898	57,844	58,795	59,741	60,692	61,638	62,585	63,533	64,484	65,433	66,378	67,329	68,274	69,224	70,173	71,122	72,070	73,018	78,502
	11	65,746	66,834	67,928	69,026	70,115	71,210	72,306	73,398	74,495	76,877	76,680	77,775	78,870	79,963	81,056	82,150	83,248	84,340	90,678

SCHEDULE B-1

2013 SALARY GUIDE

STEP	GRADE					
	4	5	6	8	9	11
1	42,477	45,872	49,332	53,395	56,898	65,746
2	43,477	46,972	50,532	54,695	58,298	67,246
3	44,477	48,072	51,732	55,995	59,698	68,746
4	45,477	49,172	52,932	57,295	61,098	70,246
5	46,477	50,272	54,132	58,595	62,498	71,746
6	47,477	51,372	55,332	59,895	63,898	73,246
7	48,477	52,472	56,532	61,195	65,298	74,746
8	49,477	53,572	57,732	62,495	66,698	76,246
9	50,477	54,672	58,932	63,795	68,098	77,746
10	51,477	55,772	60,132	65,095	69,498	79,246
11	52,477	56,872	61,332	66,395	70,898	80,746
12	53,477	57,972	62,532	67,695	72,298	82,246
13	54,477	59,072	63,732	68,995	73,698	83,746
14	56,052	60,538	65,096	70,443	75,073	86,717

2014 SALARY GUIDE

STEP	GRADE					
	4	5	6	8	9	11
1	42,477	45,872	49,332	53,395	56,898	65,746
2	43,477	46,972	50,532	54,695	58,298	67,246
3	44,477	48,072	51,732	55,995	59,698	68,746
4	45,477	49,172	52,932	57,295	61,098	70,246
5	46,477	50,272	54,132	58,595	62,498	71,746
6	47,477	51,372	55,332	59,895	63,898	73,246
7	48,477	52,472	56,532	61,195	65,298	74,746
8	49,477	53,572	57,732	62,495	66,698	76,246
9	50,477	54,672	58,932	63,795	68,098	77,746
10	51,477	55,772	60,132	65,095	69,498	79,246
11	52,477	56,872	61,332	66,395	70,898	80,746
12	53,477	57,972	62,532	67,695	72,298	82,246
13	54,477	59,072	63,732	68,995	73,698	83,746
14	56,914	61,446	66,072	71,500	76,199	88,018

2015 SALARY GUIDE

STEP	GRADE					
	4	5	6	8	9	11
1	42,477	45,872	49,332	53,395	56,898	65,746
2	43,477	46,972	50,532	54,695	58,298	67,246
3	44,477	48,072	51,732	55,995	59,698	68,746
4	45,477	49,172	52,932	57,295	61,098	70,246
5	46,477	50,272	54,132	58,595	62,498	71,746
6	47,477	51,372	55,332	59,895	63,898	73,246
7	48,477	52,472	56,532	61,195	65,298	74,746
8	49,477	53,572	57,732	62,495	66,698	76,246
9	50,477	54,672	58,932	63,795	68,098	77,746
10	51,477	55,772	60,132	65,095	69,498	79,246
11	52,477	56,872	61,332	66,395	70,898	80,746
12	53,477	57,972	62,532	67,695	72,298	82,246
13	54,477	59,072	63,732	68,995	73,698	83,746
14	57,768	62,368	67,063	72,573	77,342	89,338

2016 SALARY GUIDE

STEP	GRADE					
	4	5	6	8	9	11
1	42,477	45,872	49,332	53,395	56,898	65,746
2	43,477	46,972	50,532	54,695	58,298	67,246
3	44,477	48,072	51,732	55,995	59,698	68,746
4	45,477	49,172	52,932	57,295	61,098	70,246
5	46,477	50,272	54,132	58,595	62,498	71,746
6	47,477	51,372	55,332	59,895	63,898	73,246
7	48,477	52,472	56,532	61,195	65,298	74,746
8	49,477	53,572	57,732	62,495	66,698	76,246
9	50,477	54,672	58,932	63,795	68,098	77,746
10	51,477	55,772	60,132	65,095	69,498	79,246
11	52,477	56,872	61,332	66,395	70,898	80,746
12	53,477	57,972	62,532	67,695	72,298	82,246
13	54,477	59,072	63,732	68,995	73,698	83,746
14	60,656	63,304	68,069	73,662	78,502	90,678

SCHEDULE B-2

Name	Date of Promotion	Position	Salary Guide
Jerome Palmer	January 1, 2013	Operator	Grade 8, Step 17
Patrick Priore	January 1, 2013	Operator	Grade 8, Step 17
Anthony D'Angelo	January 1, 2013	Tree Climber	Grade 8, Step 12
Ray Baldwin	March 1, 2013	Operator	Grade 8, Step 12
John Dasti	May 1, 2013	Driver	Grade 6, Step 15
Ryan McGovern	May 1, 2013	Driver	Grade 6, Step 19