

AGREEMENT

BETWEEN

THE BOROUGH OF ROSELAND

&

TEAMSTERS LOCAL UNION NO. 469

JANUARY 1, 2008 THRU DECEMBER 31, 2010

Agent: Michael L. Broderick
Phone # 732-888-0100 ext.12

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CONTRACT FOR THE PERIOD OF January 1, 2008 thru December 31, 2010
Agreement is entered into this 1st day of January 2008 between LOCAL UNION NO. 469, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION" and the Borough of Roseland, New Jersey, hereinafter referred to as the "EMPLOYER". The effective date of this agreement is January 2008 and shall be effective for three years through December 31, 2010. The Employer and the Union agree as follows:

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

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

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

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

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

ARTICLE 5 – SENIORITY

Seniority shall mean a total of all periods of employment within classification covered by this Agreement. An employee shall lose seniority right on for and one of the following reasons:

[A] Voluntary Resignation

[B] Discharge for just cause

[C] Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.

[D] Continuous lay-off beyond recall period for re-employment outlines elsewhere in this Agreement. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

ARTICLE 6 – PROBATIONARY PERIOD

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

ARTICLE 7 – INSPECTION PRIVILEGES

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

ARTICLE 8 – UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in the Public Works Building. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 9 – NON-DISCRIMINATION

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

ARTICLE 10 – JOB STEWARDS

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

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided the messages and information:
 - [a] have been reduced to writing, or
 - [b] if not reduced to writing, are of a routine nature and not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

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

ARTICLE 11 – HOURS OF WORK

The Employer agrees to schedule each employee for either (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. Each employee will be allowed a paid ten (10) minute wash up period prior to the finish of his days work and a five (5) minute wash up period prior to the lunch period. There shall be no split shifts. The schedules hours of work are shown below: 7:00 A.M. to 3:30 P.M. The Employer shall allow a forty five (45) minute lunch break (thirty (30) minutes unpaid and fifteen (15) minutes paid) each day between 12:00 Noon to 12:45 P.M. provided no emergency exits. If such emergency would occur, then the Employer can schedule the forty five (45) minute unpaid lunch break at any time between 11:30 A.M. to 12:30 P.M. Employees required to work past their quitting time shall be guaranteed premium pay at the applicable rate of pay, in increments of one-half (1/2) hour of overtime pay. EXAMPLE: Less than a one-half (1/2) hour overtime period of overtime work, one-half (1/2) hour overtime pay. More than on-half (1/2) hour overtime work but less than on (1) hour, one (1) hour overtime pay. For every four (4) consecutive hours of overtime worked an employee shall be paid for a one (1) hour rest period. This would total five (5)

- maximum accumulation and upon retirement, a maximum of 60 days unused sick leave may be paid out as retirement leave.
- B. As of January 1, 1996, all employees with one (1) or more years employment shall be entitled to Personal Leave Time of Twenty Four (24) Hours Personal Time in each year of the Agreement. Advance notice of 24 hours for Personal Time is required except if an emergency. In case of an emergency the immediate supervisor should be notified. Personal Time cannot be carried over from year to year and is NOT cumulative. Employees are not entitled to any payment for unused Personal Time.
 - C. Regular employees may be granted a leave of absence without pay with the approval of the Council for up to a three (3) month period, which may be extended up to a maximum of one (1) year. Each case is considered on its merit and does not set a precedent. Leave of absence may be requested for temporary incapacity, attendance at school or job related advance study, parenting, national emergency, and for any reason deemed valid by the Council.
 - D. Upon return from leave the employee may be entitled, at the Borough's sole discretion, to a position of equal status and pay to that which was held when the employee went on leave.
 - E. Denial of leave of absence shall not be grievable.
 - F. Sick leave and Personal Days may be taken in One Half (1/2) hour increments.

ARTICLE 27 - HEALTH CARE INSURANCE PROGRAM

The Employer shall provide each employee the following Health Care Insurance with dependent coverage:

- A. All employees shall be covered by \$15,000.00 Group accidental death and dismemberment policy by Standard Life Insurance or the policy in effect paid by the Borough of Roseland after thirty (30) days of continuous service. It should be noted the \$15,000.00 amount decreases with age. The current policy enforce with Standard Group Life is as follows:
 - 65% or \$9,750.00 policy at age 65
 - 50% or \$7,500.00 policy at age 70
 - 35% or \$5,250.00 policy at age 75
 These reductions could change depending on the Insurance Co. under contract.
- B. All employees shall be covered under the New Jersey Health Benefits Plan for Medical, surgical and major medical coverage, including dependents, paid for by the Borough of Roseland after satisfying the ninety (90) day waiting period as required by the Plan.
- C. All employees shall be covered for Dental Insurance with family coverage under the policy issued by DELTA DENTAL PLAN OF NEW JERSEY paid for by the Borough of Roseland after ninety (90) Days.
- D. All employees who are on a sanctioned leave of absence, shall be carried on the health insurance roles for the first thirty days of his/her leave.

ARTICLE 33 – SUSPENSION FOR REVOCATION OF LICENSE

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

ARTICLE 34 – FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, grandchildren, grandparents, sisters-in-law, and brother-in-law. Funeral leave with pay shall not exceed four (4) days and shall terminate the day following the funeral. Leave for Step Relatives shall also be controlled by the four day provision. One (1) day shall be afforded to cover Aunts, Uncles, and Cousins.

ARTICLE 35 – SEPERATION OF EMPLOYMENT

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

ARTICLE 36 – SANITARY CONDITIONS

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

ARTICLE 37 – COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by the law. The Employer shall provide Women's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment. In the event that an employee is injured on the job the Employer shall pay such employee guaranteed wages, for that day lost because of such injury. An employee who is injured on the job is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Workman's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 38 – PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge for disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's place of business. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 39 – SEPERABILITY AND SAVING CLAUSE

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

ARTICLE 40 – RATES OF PAY

January 1, 2008 all employees will receive a salary increase of 4%.

January 1, 2009 all employees will receive a salary increase of 4%.

January 1, 2010 all employees will receive a salary increase of 4%.

Schedule A wage page shall be attached to and made part of this Agreement.

ARTICLE 41 – OTHER CONDITIONS

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

ARTICLE 42 - EMPLOYEE REVIEW & EVALUATION

The Employer shall review and evaluate all employees once a year. A review committee shall be formed to address an employee's request for review of his evaluation, consisting of the Superintendent of Public Works, Assistant Superintendent of Public Works, Department of Public Works Councilperson, or his or her designee and the Shop Steward. The standard evaluation form that has been approved by Council shall be used in all evaluations. All evaluations will be completed by June 30th of each year for promotional advancement and shared information between the Employee and the Employer.

ARTICLE 43 - FIREFIGHTERS ELECTED TO CONVENTION

Any firefighter elected to participate as a delegate to the Firefighter convention, will be excused from work with pay to attend such convention.

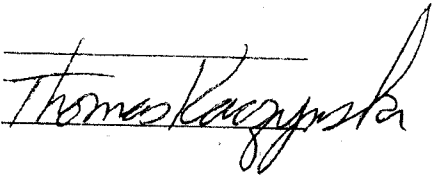
ARTICLE 44 - TERMINATION CLAUSE

This Agreement shall be in full force and affect from January 1, 2008 to, and including, December 31, 2010 and shall continue from year to year thereafter unless written notice of desire is submitted within sixty (60) days of termination of said Agreement.

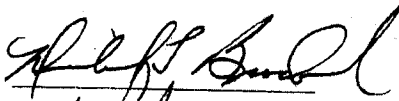
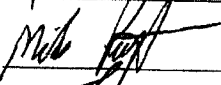
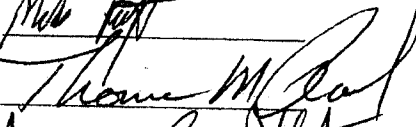

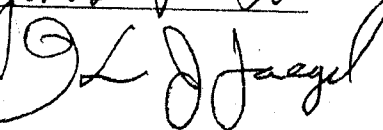
IN WITNESS WHEREOF the parties hereto have set their hands and seals this day to be effective as of January 1, 2008.

Borough of Roseland

By: Thomas Kaczynski
Borough Clerk



Teamsters Local Union No. 469
By:

WAGES FOR A THE THREE PERIOD 2008 THRU 2010

WAGE	SCHEDULE A	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
		<u>4%</u>	<u>4%</u>	<u>4%</u>
UTILITY GRADE 1 -		\$42,520	\$44,221	\$45,990
UTILITY GRADE 2 -		\$47,592	\$49,496	\$51,476
UTILITY GRADE 3 -		\$51,135	\$53,180	\$55,307
UTILITY GRADE 4 -		\$57,755	\$60,066	\$62,468
ASST. FOREMAN -		\$59,754	\$62,144	\$64,630
WORKING FOREMAN -		\$63,930	\$66,487	\$69,147
CUSTODIAN -		\$37,735	\$39,245	\$40,815

Schedule B for all those hired after July 1, 2002.

PROBATIONARY PERIOD		\$31,805	\$33,077	\$34,401
GRADE 1 - (<i>Labour</i>)		\$33,658	\$35,004	\$36,404
GRADE 2 -		\$35,511	\$36,931	\$38,408
GRADE 3 - } <i>Driver</i>		\$37,363	\$38,858	\$40,412
GRADE 4 - ↓		\$39,216	\$40,785	\$42,416
GRADE 5 -		\$41,069	\$42,711	\$44,420
GRADE 6 - } <i>Crane Operator</i>		\$42,923	\$44,640	\$46,425
ASST. FOREMAN -		\$45,392	\$47,208	\$49,096
FOREMAN -		\$47,862	\$49,776	\$51,767
CUSTODIAN -		\$27,986	\$29,106	\$30,270

All employees covered under schedule B shall not be entitled to the Longevity schedule under article 20.