

Contract no. 1323

T

A G R E E M E N T

BETWEEN

BOROUGH OF TINTON FALLS
MONMOUTH COUNTY, NEW JERSEY

AND

TEAMSTER LOCAL 177
(Public Works Employees)

January 1, 1992 through December 31, 1994

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PREAMBLE

THIS AGREEMENT made this day of in the year Nineteen
Hundred Ninety-Two, by and between BOROUGH OF TINTON FALLS, NEW JERSEY,
hereinafter referred to as the "EMPLOYER" and INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 177, hereinafter referred to as the "UNION",

WITNESSETH;

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

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

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

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

ARTICLE I
RECOGNITION

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

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

ARTICLE II

UNION SECURITY

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

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

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

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

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

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

ARTICLE III

DISCHARGE, PROBATIONARY PERIOD

A. The first one hundred eighty (180) days of regular employment of any newly hired employees shall be deemed to be a probationary period during which time the terms of this Contract shall not apply.

B. After the probationary period, the Employer shall have no right to discipline or discharge any employee except for just cause.

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

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

E. Notwithstanding any other provision of this Contract to the

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

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

ARTICLE IV

HOURS OF WORK AND OVERTIME

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

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

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

C. A minimum of three (3) hours will be guaranteed to any employee called in for overtime unless said time runs into the employee's regular starting time.

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

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

F. All overtime shall be in compliance with FLSA.

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

ARTICLE V

WAGES AND CLASSIFICATIONS

A. Salaries to be paid to the employees shall be authorized by Executive Order pursuant to statute.

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

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

D. Effective January 1, 1992 all employees shall receive a 5% wage increase exclusive of increment.

E. Effective January 1, 1993 all employees shall receive a 5% wage increase exclusive of increment.

F. Effective January 1, 1994 all employees shall receive a 5% wage increase exclusive of increment.

G. Seasonal employees shall receive laborer step A pay and all other contractual benefits after they are employed for more than six (6) months in any one calendar year.

H. Seasonal employees may be hired from May 15th to September 15th.

I. The employer shall pay salary once every two weeks.

J. Effective upon ratification, after performing the duties and responsibilities of a higher classification for more than five (5) consecutive days, an employee shall receive the appropriate rate of pay for that classification beginning the sixth (6th) consecutive day. At such time as the employee returns to their regular classification, their rate of pay shall be adjusted accordingly. Appropriate rate of pay shall mean the same rate of pay an employee would receive if promoted to that classification in accordance with the parties' past practice.

Effective January 1, 1993, in the event that an employee is assigned by the Director to serve as a foreman, the employee shall receive the appropriate rate of pay for the foreman position beginning the fourth (4th) consecutive day. At such time as the employee returns to their regular classification, their rate of pay shall be adjusted accordingly. Appropriate rate of pay shall mean the same rate of pay and employee would receive if promoted to that classification in accordance with the parties' past practice.

There shall be no guarantee of an upgrading. The decision whether to upgrade shall be at the sole discretion of the Director of Public Works.

K. The base salaries and wages shall be as follows:

1992

GRADE	Step A	Step B	Step C	Step D	Step E
1	18,376	19,481	20,652	21,887	23,202
2	23,453	24,860	26,352	27,936	29,609
3	25,859	27,411	29,055	30,799	32,649
4	26,504	28,097	29,785	31,570	33,467
5	27,133	28,783	30,512	32,341	34,289
6	27,907	29,555	31,284	33,114	35,063
7	28,509	30,220	32,033	33,958	35,994

1993

Grade	Step A	Step B	Step C	Step D	Step E
1	19,295	20,455	21,685	22,982	24,362
2	24,625	26,103	27,669	29,333	31,089
3	27,152	28,782	30,507	32,339	34,281
4	27,829	29,502	31,275	33,149	35,140
5	28,490	30,222	32,038	33,958	36,003
6	29,302	31,033	32,848	34,770	36,816
7	29,934	31,731	33,635	35,656	37,794

1994

Grade	Step A	Step B	Step C	Step D	Step E
1	20,260	21,477	22,769	24,131	25,580
2	25,857	27,408	29,053	30,800	32,644
3	28,510	30,221	32,033	33,955	35,995
4	29,221	30,977	32,838	34,806	36,897
5	29,914	31,733	33,639	35,656	37,803
6	30,767	32,585	34,490	36,508	38,657
7	31,431	33,318	35,317	37,439	39,683

Classifications:

<u>GRADE</u>	<u>POSITION</u>
2	Laborer
3	Truck Driver
4	Assistant Mechanic
4	Driver/Operator
5	Equipment Operator
6	Equipment Operator/Crew Leader
7	Mechanic

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

M. The existing step system is to be maintained for the contract period. This system provides for annual step increments as a minimum until grade maximum is reached based upon favorable recommendation by the Director of the Department to which the employee is assigned. The Borough may accelerate the granting of step increments and may withhold same if favorable recommendation is not forthcoming.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Borough of Tinton Falls hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

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

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

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

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

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

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

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

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

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

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

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

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

ARTICLE VII

SENIORITY

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

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

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

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

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

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

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

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

ARTICLE VIII

BULLETIN BOARD

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

The Employer further agrees to post all job openings on one designated bulletin board at Borough Hall

ARTICLE IX

SAFETY PROVISIONS AND LOST TIME PAY

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

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

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

D. The disabled employee shall receive from the Borough, during the period of disability, in addition to the benefits paid directly to them from the workers' compensation insurance carrier, an amount which, when combined with the insurance payments, shall be equal to said employee's basic weekly wage based upon length of service according to the following schedule:

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

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

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

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

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

I. All payments by the Borough to the disabled employee shall

cease upon termination of payment of temporary disability benefits by the workers' compensation insurance carrier or the termination of period of salary continuation benefits permitted by this chapter under Subsection D of this section, whichever occurs first.

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

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

ARTICLE X

MILITARY SERVICE

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

ARTICLE XI

DISCRIMINATION

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

ARTICLE XII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, or of any relative who resides with the employee, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall include only husband, wife, or child, parent, grandparent, brother, sister, grandchild and the following in-laws: parent, grandparent, brother and sister.

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

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

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

ARTICLE XIII

UNION REPRESENTATIVES

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

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

ARTICLE XIV

SHOP STEWARD

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

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

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

D. The shop steward shall be authorized to discuss grievances with the Employer or his representative and to transmit messages from the Union to the Employer and the Employer to the Union. No settlement of a grievance shall become final and binding upon the Union unless an officer thereof has approved same.

ARTICLE XV

CHECKOFF OF UNION DUES

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

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

C. The provisions of A and B above shall be subject, subordinate and limited by the language of Assembly Bill #688, known as Chapter 477 of the laws of 1979.

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

ARTICLE XVI

GRIEVANCE PROCEDURE

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 employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement only.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences

between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the article of the contract which was violated and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Borough Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond in writing to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding on the parties except as noted elsewhere in this Agreement.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XVII

NO STRIKE; NO LOCKOUT

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

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

ARTICLE XVIII

MODIFICATION OF AGREEMENT

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

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

ARTICLE XIX

LIFE INSURANCE BENEFITS

The Employer shall provide a \$20,000.00 term life insurance policy for the benefit of each employee, cost of which to be included in Insurance Cap, Article XXII.

ARTICLE XX

ANNUAL PHYSICAL EXAMINATION

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

ARTICLE XXI

LONGEVITY

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

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

The present longevity program shall remain in effect for all bargaining unit employees hired before the effective date of this Agreement.

For all employees hired after the effective date of this Agreement, the following longevity program shall be implemented:

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

ARTICLE XXII

INSURANCE

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

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

C. Effective January 1, 1992, any increase in the monthly cost of health insurance coverage shall be borne by the Borough.

Effective January 1, 1993, any increase in the monthly cost of health insurance coverage for the employee shall be borne by the Borough. Any increase in the monthly cost of dependent health insurance coverage over the monthly cost in effect on December 31, 1992 shall be borne by the employee.

1. Upon written notice to the Union, the remaining sums shall be deducted through payroll

ARTICLE XXIII

HOLIDAYS

A. All employees shall receive credit for a day off for the following twelve (12) holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day

B. Employees shall be entitled to one floating day. A new employee must have a minimum of six (6) months service credit within the calendar year before they are eligible for this benefit in the calendar year. Temporary employees and part time employees are not eligible for this benefit.

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

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

ARTICLE XXIV

JURY LEAVE

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

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

ARTICLE XXV

PERSONAL LEAVE DAYS

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

B. Personal leave days may not be accumulated or carried from year to year. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year.

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

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

E. A new employee must have a minimum of six (6) months service credit within the calendar year before they are eligible for this benefit in the calendar year.

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

ARTICLE XXVI

EDUCATIONAL BENEFITS

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

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

ARTICLE XXVII

VACATIONS

A. The following vacation schedule shall be followed:

Less than one year	0
1 - completion of 5 years	2 weeks
6 - completion of 15 years	3 weeks
16 or more years	4 weeks

B. The vacation shall be taken in the year earned. Vacation time may not be accrued without the prior written approval of the Borough. Scheduling of the date of vacation shall be coordinated by the employee's department head.

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

ARTICLE XXVIII

SICK LEAVE

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

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

1. Notify their immediate superior at or before the time they would normally begin their work. The notice shall state the nature of the illness or injury, the inability to report to work and the probable duration of the illness or injury.

2. A certificate from a licensed practicing physician or dentist may be required when absence caused by an illness or injury exceeds three (3) consecutive working days in duration, but shall be required when absence caused by illness or injury exceeds five (5) consecutive working days in duration. If the employee has had three absences in a calendar year due to injury or illness which may not be verifiable, the employer may, after notice to said employee, require said certification for the first day of all absences due to illness or injury.

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

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

C. If an employee does not use all of his sick days in a calendar year, he shall be permitted to accumulate the unused days to a maximum of ninety (90) days.

D. Unless the employee is terminated for cause or is terminated due to failure to continue employment, an employee terminating employment shall be entitled to payment of one (1) sick day for every four (4) days of unused accumulated sick leave, not to exceed three thousand (\$3,000.00) dollars, if said employee is eligible for transfer or retirement through the Public Employees Retirement System for Service, Early, Deferred, Ordinary Disability, or Accidental Disability Retirement.

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

ARTICLE XXIX
TEMPORARY DISABILITY

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

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

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

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

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

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

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

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

ARTICLE XXX

UNIFORMS, CLEANING AND PERSONAL MAINTENANCE

A. The intent of the Borough is to provide clean uniforms for each day of work at the expense of the Borough.

B. If the Borough supplied uniform service is unsatisfactory, and a satisfactory replacement uniform service can not be engaged, the Borough may provide purchased uniforms and supply cleaning service and/or payment to the employees covered by this agreement.

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

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

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

F. \$160 annual maximum allowance for two pair steel toed safety shoes; employee to pay difference on any higher priced second pair of shoes. Employer shall supply boots and raingear as needed.

Each employee shall have the one time option for 1992 only of obtaining winter coveralls in lieu of one pair of work shoes.

G. It shall be the obligation of the employee to wear the clean uniforms supplied by the Employer. If an employee elects to clean their own uniforms rather than having them cleaned by the vendor with whom the Employer has contracted, it shall remain the obligation of the employee to wear clean uniforms at least as frequently as they would have received the clean uniforms from the Employer. An employee who fails to wear the clean uniforms as required by this contract may be subject to disciplinary action.

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

ARTICLE XXXI

CHECKOFF FOR UNION'S CREDIT UNION

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

B. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct the credit union deductions from the employee's wages. Written notice must be sent by the Tri-Linc Federal Credit Union, 416 Vosseler Avenue, Bound Brook, N.J. to the Employer advising the Employer of the amount of the weekly credit union deductions of each employee.

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

ARTICLE XXXII

GENERAL SAVINGS

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

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

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

ATTEST:

BOROUGH OF TINTON FALLS

Karen Mount

Karen Mount, Borough Clerk

By: Ann Y. McNamara

Ann Y. McNamara, Mayor

ATTEST:

INTERNATIONAL BROTHERHOOD OF

Charles Carey

Charles Carey

TEAMSTERS, LOCAL 177

Richard Carunchio

Richard Carunchio