

AGREEMENT

Between

THE BOROUGH OF KENILWORTH

and

DEPARTMENT OF PUBLIC WORKS

KENILWORTH LOCAL NUMBER 11

EFFECTIVE: January 1, 2004 through December 31, 2007

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THIS AGREEMENT made and entered into as of the January 1, 2004 to December 31, 2007 between the BOROUGH OF KENILWORTH, a municipal corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH" or "EMPLOYER", and LOCAL 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization, located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Borough of Kenilworth Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees; and

WHEREAS, the Borough, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Borough of Kenilworth Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees of the Borough of Kenilworth, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that the following agreement shall become effective.

ARTICLE 1. RECOGNITION

Section 1. The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Borough of Kenilworth Department of Public Works, excluding supervisory, office, clerical and seasonal employees of the Borough in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2(a). The bargaining unit shall consist of all Borough of Kenilworth Department of Public Works employees, except foreman and assistant foreman, who shall be working foremen. Excluding supervisory, office, clerical and seasonal employees of the Borough of Kenilworth, New Jersey.

Section 2(b). Seasonal employees shall be defined as individuals hired for a specific period of time not to exceed FIVE (5)

MONTHS in a calendar year.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to the Borough of Kenilworth Department of Public Works employees covered by this agreement.

ARTICLE 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. THE UNION RECOGNIZES AND AGREES THAT THE MANAGEMENT OF THE DEPARTMENT OF PUBLIC WORKS, THE CONTROL OF ITS PROPERTIES AND THE MAINTENANCE OF ORDER AND EFFICIENCY ARE SOLELY THE RESPONSIBILITIES OF THE BOROUGH. ALL THE RIGHTS, POWER AND AUTHORITY POSSESSED BY THE BOROUGH PRIOR TO THE SIGNING OF THIS AGREEMENT ARE RETAINED EXCLUSIVELY BY THE BOROUGH WITHOUT LIMITATION, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR IN WRITING IN THIS AGREEMENT. SUCH MANAGEMENT RIGHTS INCLUDE, BUT ARE NOT LIMITED TO, THE RIGHT TO SELECT AND DIRECT THE WORK FORCE; TO HIRE, SUSPEND, DISCHARGE, ASSIGN, PROMOTE, DEMOTE, LAYOFF OR TRANSFER IN ACCORDANCE WITH APPLICABLE LAW; TO DETERMINE THE AMOUNT OF OVERTIME TO BE WORKED; TO DECIDE ON THE NUMBER AND LOCATION OF FACILITIES; TO DETERMINE THE WORK TO BE PERFORMED, AMOUNT OF SUPERVISION NECESSARY, EQUIPMENT AND METHODS TO PERFORM THE WORK OF THE DEPARTMENT, TOGETHER WITH THE SELECTION, PROCUREMENT, DESIGNMENT, ENGINEERING; AND THE CONTROL OF EQUIPMENT AND MATERIALS; AND TO PURCHASE SERVICES OF OTHERS BY CONTRACT OR OTHERWISE; TO MAKE REASONABLE RULES AND REGULATIONS NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT AND SUBJECT TO THE STATUTORY REQUIREMENT TO NEGOTIATE NEW RULES OR MODIFICATIONS OF EXISTING RULES BEFORE IMPLEMENTATION THEREOF, AND TO OTHERWISE DETERMINE THE METHODS, MEANS AND PERSONNEL BY WHICH ITS OPERATIONS ARE TO BE CONDUCTED. THE UNION FURTHER RECOGNIZES THAT THE MANAGEMENT MUST ACT IN THE BEST INTERESTS OF THE BOROUGH AND THAT THE BOROUGH RESERVES THE RIGHT TO PRIVATIZE OR ENTER INTO A SHARED SERVICES AGREEMENT WITH ANOTHER MUNICIPALITY FOR SERVICES PROVIDED BY THE DEPARTMENT OF PUBLIC WORKS BASED UPON THE NEEDS OF THE BOROUGH FOR SERVICES AT ANY GIVEN TIME.

Section 2. Management's rights shall also include, but shall not be limited to, the following specific rights:

(1) the Superintendent shall have the sole responsibility to make duty assignments within the department.

ARTICLE 3. UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present full-time employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present full time employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

ARTICLE 4. CHECK-OFF OF UNION DUES

Section 1(a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee

a. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C.1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by The Employer; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for 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.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 5. PROBATIONARY PERIOD

Section 1. All full-time employees covered by this agreement shall serve a probationary period of ninety (90) days. However, the probationary period of any such employee may be extended for an additional thirty (30) day period, at the option of the Superintendent of the Department and with the concurrence of the Union; the Union's permission to so extend the probationary period shall not be unreasonably withheld.

Section 2. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period, shall not have recourse to the Grievance Procedure as set forth in this agreement. The Borough shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 6. EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. No full-time employee shall make or be required to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this agreement.

Section 2. Employees not included in the bargaining unit with the exception of seasonal employees shall not be permitted to perform the duties of employees in the bargaining unit, except in the following situations:

- (a) In cases of emergency.
- (b) In cases where the job requires specialized labor.
- (c) In cases where employees presently in the Bargaining unit lack the necessary Qualifications to perform the job.

All determinations to be made under this Section shall be within the sole discretion of the Borough.

Section 3(a). There shall be a foreman classification rate established which shall be paid at the rate as established and determined by the Governing Body.

Section 3(b). Any member of the bargaining unit who substitutes for the foreman in his absence shall receive the same rate as the foreman, for the hours actually worked as the foreman, provided the member works within that title for one (1) hour or more.

Section 4. Nothing in this agreement precludes the further extension of benefits to the employees described herein by the Mayor and Council of the Borough of Kenilworth during the term of this agreement.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall be from Monday to Friday, inclusive, and shall be comprised of five (5) days of eight (8) hours each.

Section 2. The working shift shall be as follows:

6:30 A.M. - 3:00 P.M.

Section 3. Any work performed beyond eight (8) hours in any one day of the normal work week or in excess of forty (40) hours per week shall be considered overtime and compensated at one and one-half (1-1/2) times the regular hourly rate of pay.

Section 4. Overtime shall be offered on a rotating basis, giving preference to seniority and provided the employee is qualified to perform the duties required. Refusal to work overtime shall result in the employee's name being moved to the bottom of the overtime list in the same manner as if the employee had worked overtime on the occasion refused.

Section 5. In the event of recall to duty, an employee shall be guaranteed a minimum of three (3) hours of pay and shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 6. Nothing contained herein shall require the payment of any compensation to any employee covered under this Agreement for time spent in attending any proceeding pertaining to discipline or discharge or with respect to any grievance or other administrative proceeding of this Agreement, unless off-duty attendance of any such employee is required by virtue of subpoena issued by the Borough, in which the employee shall be paid at a rate of one and one-half time (1 ½) the regular hourly rate of pay for the time actually spent at such proceeding.

ARTICLE 8. MANDATORY EMERGENCY RESPONSE READINESS

Section 1. The Union and Management recognize and acknowledge the necessity of the Department of Public Works being ready, prepared and capable, at all time, to respond to emergent situations during weekends, holidays and off-duty hours. To that end, each employee shall be required, on a rotating basis, to be available and "on call"

to report to the DPW yard and ready to work as the circumstances may require.

Section 2. There shall be no less than two (2) employees "on call" in any given week. Management may, in its sole discretion, assign "on call" duty to additional employees if deemed necessary. Employees assigned to "on call" duty shall, prior to leaving work, leave a telephone number where such employee may be contacted in the event he is required to report to work or pick up a beeper, if one is so available. An "on call" employee shall, when notified, report to work within 20 minutes after receiving notification.

Section 3. Each "on call" employee shall receive two and one-half (2 1/2) hours of pay, at the employee's regular rate of pay, for each week that the employee is on "on call" status. If an "on call" employee is called in to work, that employee shall receive pay at the rate he would otherwise be entitled to if he were not "on call" status.

Section 4. If an "on call" employee is not available or fails to report for work after notification, without good cause, that employee shall receive a written reprimand and a one day suspension from work without pay. An "on call" employee who fails to report or is unavailable on two (2) successive occasions, without good cause, shall receive a second written reprimand and shall be suspended from work for a period of five (5) working days without pay. An "on call" employee who fails to report or is unavailable on three (3) separate occasions within any twelve (12) month period, without good cause, shall be subject to termination.

For the purposes of this section, "good cause" shall mean:

- (a) Death of a member of the employee's immediate family;
- (b) Sickness that requires confinement to the employee's home provided the employee provides a doctor's note upon his return to work; and/or
- (c) Physical injury that would prevent the employee from performing his normal duties provided the employee provides a doctor's notes upon his return to work.

An employee who intends to invoke a "good cause" excuse for his inability to report for work if called, shall immediately notify Management of the nature of the condition giving rise to his inability to work and shall otherwise comply with the requirements as set forth

above in subparagraphs (a), (b), & (c).

ARTICLE 9. SENIORITY

Section 1. For the purposes of this Agreement, seniority shall be determined by the length of continuous and uninterrupted service, computed from the date of last hire. Seniority shall be determined by the employee's most recent date of appointment. If the employment status of an employee covered hereunder is terminated, and he is subsequently rehired, the rehire date shall be the "most recent date of appointment." Employment status of an employee covered hereunder shall not be terminated when such employee is on layoff with recall rights, and employees on layoff with recall rights shall retain seniority earned prior to layoff but shall not earn or accrue additional seniority during the period of the layoff.

Section 2. Seniority shall govern with respect to days off and vacations and shall be afforded priority of selection as to days off and vacations in order of seniority.

Section 3. Seniority also governs with regard to reductions in personnel. Employees laid off in reverse order of seniority. When laid off employees are recalled, those last laid off shall be the first recalled and this procedure shall be followed progressively until the Borough has exhausted the list of employees on layoff with recall rights. The recall list shall be used for one year from the date of layoff.

Section 4. An employee shall lose all seniority and shall have his employment with the Borough considered terminated for the following reasons:

- (a) Discharge for cause;
- (b) Resignation;
- (c) Absence from work for two (2) consecutive working days without permission or without properly notifying the Borough;
- (d) Failure to notify the Borough of intent to return to work up recall from layoff within five (5) calendar days after delivery of letter or certified mail to employee's last known address notifying the employee to report to work, and

failure to report to work within five (5) calendar days after employee's notification to the Borough of his intent to return to work.

Section 5. Job openings within the Department of Public Works are offered first to qualified employees with seniority.

ARTICLE 10. FORCE ADDITIONS AND REDUCTIONS

Section 1. The Borough agrees that it will not hire any new employees unless all of those presently employed are working the full number of scheduled hours, as defined in Article 7, subject, however, to the following conditions: should the Borough, in its discretion, determine that the employees presently working are unqualified to perform certain jobs, or that the work needed to be done requires specialized labor, then the Borough shall be free to hire persons to perform such work, regardless of the hours worked by those presently employed.

Section 2. Reductions of the work force shall be made according to the length of service with the Borough. The employee with the least seniority, as defined in Article 8, shall be laid off first, and so on, up the seniority list. Rehiring shall likewise be accomplished; the employee with the most seniority shall be rehired first and so on down the seniority list.

Section 3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

ARTICLE 11. NON-DISCRIMINATION

It is agreed that no employee shall be discriminated against because of race, color, creed, religion, nationality, age or sex. The Borough shall not discriminate against or interfere with any employee because of Union activities. The Union, its members and agents, shall not discriminate against or interfere with any employee covered under this agreement who is not a member of the Union.

ARTICLE 12. HOLIDAYS

Section 1. SANITATION ONLY: The Borough agrees to guarantee to all employees within the bargaining unit of the Sanitation Department, the following holidays with full pay for eight (8) hours at the employee's regular rate of pay, though no work is performed on such days:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. ALL OTHER DEPARTMENT EMPLOYEES: The Borough agrees to guarantee to all employees within the bargaining unit, with the exception of the Sanitation Department as noted above in Section 1, the following holidays with full pay for eight (8) hours at the employee's regular rate of pay, though no work is performed on such days:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving Day
	Christmas Day

In addition, employees shall be entitled to **one** personal day off with pay.

ARTICLE 13. VACATIONS

Section 1. The Borough agrees to grant all employees within the bargaining unit vacations in accordance with the following schedule with pay set forth beside the length of service with the length of service being determined on the anniversary date of the most recent date of employment. However, only one employee shall be on vacation at any given time from October 1st and December 31st.

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
(a) Date of employment, but less than six (6) months	0 weeks Vacation
(b) Six months through 1 year of service	1 week Vacation
(c) 1 year through 7 years of service	2 weeks Vacation
(d) 8 years through 14 years of service	3 weeks Vacation
(e) 15 years through 19 years of service	4 weeks Vacation
(d) Twenty years and over	5 weeks Vacation.

The above vacation compensation shall be paid on the basis of eight (8) hours per day.

Section 2. Vacations must be taken within any respective calendar year. One (1) week may be carried into the following year only with the written approval of the Superintendent.

Section 3. Except as otherwise provided for herein, the provision of Chapter 37 of the Code of the Borough of Kenilworth entitled "Personnel Policies" shall apply.

Section 4. Employee qualified for vacation under the terms of this Agreement who quit or are terminated from service with the Borough for any reason, shall receive pro rated vacation pay calculated to the date of termination. Employees shall be required to reimburse the Borough of any vacation pay received in excess of their pro rated vacation entitlement, payment of which may be deducted from the employee's last pay check.

ARTICLE 14. LEAVE OF ABSENCE

Section 1. Upon making timely application, employees may apply to the Borough for a leave of absence without pay for a period not exceeding ninety (90) days, without loss of seniority rights. The reason for such request shall be made known to the Borough, and the Borough will give reasonable consideration to such application. In order to be valid, a grant of leave of absence must issue in writing.

Section 2. See attached document Family Medical Leave Act language.

ARTICLE 15. PAID SICK LEAVE

Section 1. Each Borough Employee shall receive one days pay for every 2 sick days not used in the calendar year for which sick days are allotted. There shall be no accumulation of sick days beyond the calendar year in which they are allotted except that employees with sick days accumulated prior to 1/1/98 shall continue to be entitled to use those sick days up to a maximum of 90.

Section 2. Any employee absent for more than two (2) consecutive days shall bring a doctor's certificate prior to returning to work.

Section 3. Any employee who is absent from work due to illness shall notify his superior prior to the employee's scheduled time for commencement of work. Failure to notify the employee's superior in a timely manner as set forth above, shall result in loss of pay for that day and may result in disciplinary action.

ARTICLE 16. TERMINAL LEAVE

Section A. The Borough shall continue its policy which was instituted on January 1, 1979, that all employees retiring and qualifying for pensions under State law by reason of length of service or service connected disability shall receive time off with pay prior to the date of retirement in accordance with the following formula:

1.5 working days for each year of service if the employee retires with less than twenty-five (25) years of service and two (2) working days for each year of service if the employee retires with twenty-five (25) years of service or more.

ARTICLE 17. BEREAVEMENT PAY

Employees shall be granted up to four (4) days off with pay at the employee's regular rate when death occurs in the employee's immediate family. For the purposes of this Article, "immediate family" shall be deemed to include the father, mother, husband, wife, son,

daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law of each employee. Employees shall be granted one (1) day off with pay at employee's regular rate upon the death of a sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law or legal stepparent.

ARTICLE 18. JURY DUTY

A member who is called for jury duty shall be paid at that individual employee's regular rate of pay.

ARTICLE 19. VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service together with all salary increases granted by the Borough to said employee's previous position during the period of such military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Borough agrees to allow the necessary time for any employee in the Reserves to perform his duties when called upon without impairment of his seniority rights.

Section 4. The Borough agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

Section 5. Upon return of an employee from Military Service, the employee SHALL HAVE NO LOSS OF SENIORITY.

Section 6. The provisions of this Article shall apply if the Congress of the United States declares a national emergency, if the United States pursues military involvement following a declaration of war, or if the Governor of New Jersey declares a state-wide

emergency.

ARTICLE 20. DISCHARGE

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

ARTICLE 21. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The term "Grievance" as used herein means any difference or dispute between the Borough and the Union arising from the interpretation, application or adherence to the terms and conditions of this Agreement, with the exception of disputes over wage scales. The grievance procedure herein shall be the sole means of obtaining adjustment of such disputes. Grievances may be raised by an individual, a group of individuals, the Union (acting on behalf of an individual or group of same), or the Borough.

Section 2. Grievances raised by an employee or employees, or by the Union, shall be subject to the following procedures:

STEP 1(a). The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Foreman. Failure to do so within five (5) days of the time the grievance arises shall constitute abandonment of the grievance by those advancing it. (b): If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Borough. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Borough and representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 2. If the grievance is not satisfactorily resolved at Step 1, the matter may be referred by the aggrieved employee or the Union to the Public Works Chairperson ("Chairperson") within five (5) working days after the meeting provided for in Step 1, if no decision has been rendered. A meeting on the grievance shall be held between

the Union and/or the aggrieved employee and the Chairperson within fifteen (15) working days of the day of referral, at which meeting the parties may be represented by counsel. This meeting shall not be held publicly unless the parties so agree in writing. The Chairperson shall render a final written decision within fifteen (15) working days after the date of the meeting.

STEP 3. In the event the grievance is not satisfactorily settled within ten (10) days of the discussion in **Step 2**, it is agreed that either party may request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 3. Grievances raised by the Borough shall be subject to the following procedure: such grievances shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within five (5) working days shall be deemed to constitute abandonment of the grievance on the part of the Borough. A meeting shall be held within ten (10) calendar days after the filing of such grievance between the representatives of the Department of Public Works and the Union in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Borough may, within ten (10) calendar days thereafter request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 4. When any grievance shall be subject to arbitration under the foregoing provisions, the cost of such arbitration shall be shared equally by the Borough and the Union. Any other expenses, including, but not limited to witnesses, shall be borne by the individual party incurring same.

Section 5. Any arbitrator appointed pursuant to this Section shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provision of this agreement.

ARTICLE 22. UNIFORMS

Section 1. Each employee shall receive an annual clothing allowance of \$450.00 for calendar years 2004, 2005, 2006 and 2007 for

the purchase of uniforms, work clothes, rain gear and work shoes. Employees shall make purchases in compliance with the Borough's purchasing regulations and, in no event, shall the Employee receive a cash payment for same.

Section 2. Payment of the clothing allowance shall be made semi-annually. The first payment shall be made no later than May 15th of any calendar year. The second payment shall be made no later than September 15th of any calendar year.

Section 3. All employees shall provide their own replacement or work clothing and work shows as it becomes worn out or as needed.

Section 4. New employees clothing allowance shall be prorated from the date of employment for the calendar year.

ARTICLE 23. MISCELLANEOUS PROVISIONS

Section 1. Employees shall be granted a fifteen (15) minute coffee break in the morning and in the afternoon.

Section 2. The Borough shall provide reasonable bulletin board space for the posting of Union notices to its members.

Section 3. The Borough agrees to pay for the cost of obtaining or renewing an employee's CDL license

ARTICLE 24. SAFETY AND HEALTH

The Borough shall maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestions for improvements will be considered and acted upon where practical.

ARTICLE 25. WELFARE AND PENSION BENEFITS

Section 1. Effective 2006, the insurance program provided by the Borough shall be the New Jersey Plus Plan provided by the New Jersey State Health Benefits Program, subject to the Borough's right to change insurance carriers.

Section 2. The Borough shall continue contributions to the Public Employees Retirement Program according to State regulations.

ARTICLE 26. WAGES

Section 1. Effective January 1, 2004, the Borough agrees to grant all employees in the bargaining unit covered by this Agreement a three and one-half (3.5%) percent wage increase.

Section 2. Effective January 1, 2005, the Borough agrees to grant all employees in the bargaining unit covered by this Agreement a four (4.0%) percent wage increase.

Section 3. Effective January 1, 2006, the Borough agrees to grant all employees in the bargaining unit covered by this Agreement a four (4.0%) percent wage increase.

Section 4. Effective January 1, 2007, the Borough agrees to grant all employees in the bargaining unit covered by this agreement a four (4.0%) percent wage increase.

ARTICLE 27. LONGEVITY

Longevity payments to employees shall be paid according to the following schedule and shall be effective on the anniversary date of the employee's date of employment. Longevity pay is calculated on base pay without regard to overtime and is adjusted at the time of the first pay period after the anniversary date.

YEARS OF SERVICE

PERCENT OVER REGULAR BASE PAY

5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

ARTICLE 28. STRIKES AND LOCK-OUTS

Section 1. It is agreed that the Union and employees shall not call or engage in strike (or threats thereof) and the Borough shall not institute a lock-out, for any cause whatsoever during the term of this agreement; nor shall the Union or any of its employees cause or participate in any cessation of work, slow down, work

stoppage or interference of any kind with normal Borough

Section 2. In the event of a strike, slowdown, walkout or job action not authorized by the Union, it is agreed that participation in any such activity by a Union member shall entitle the Borough to take disciplinary action, including possible termination of the employment of such employee or employees.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the parties in their rights to seek and obtain such judicial relief as they may be entitled to have in law or inequity, or both, in the event of such actions as described in this Article.

ARTICLE 29. SEVARABILITY

If any Article or Section of this Agreement or of any supplements, appendixes 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, appendixes or riders thereto, 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.

ARTICLE 30.

Section 1. The Union may appoint one of their accredited members to act as Shop Steward. It shall be his duty to receive complaints, and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intentions of this Agreement, and to that end will cooperate with management to the fullest extent. It is understood and agreed however, that the Shop Steward shall have no authority of any kind save that given under this Agreement. It is also agreed that the Shop Steward will be the first man to report to work and the last man to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this Contract.

Section 2. The Shop Steward shall not be discriminated against, because of his faithful performance of duties as such.

Section 3. The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activates:

- (a) The investigation and presentation of grievance in Accordance with the provisions of the Collective Bargaining Agreement.
- (b) The 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 stoppage, Slowdowns, refusals to handle goods or any other interference with the Employer's business.

Section 4. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 5. The Employer 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.

Section 6. Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 7. The Shop Steward shall have seniority preference for layoff purpose ONLY.

Section 8. The Employer agrees to allow reasonable time for the Shop Steward or the designated alternate to hand out Union receipts, communications, etc., which have been sent by the Union office to be distributed to its members, at a time designated by the Employer so as not to affect plant efficiency.

ARTICLE 31. DURATION OF AGREEMENT

Section 1. This Agreement shall become effective on the date hereof and with respect to salaries shall be retroactive to January 1, 2004 and shall continue in full force and effect for four years until December 31, 2007.

Section 2. The salary provisions set forth in the Agreement for the years 2004, 2005, 2006, 2007 are subject to appropriations and ordinances being adopted by the Mayor and Council.

Section 3. The provisions of the contract shall not apply to part-time summer help employed by the Borough of Kenilworth who shall be paid such wages and be employed for such hours as may be determined by the Borough. Said summer employment shall not exceed four (4) months in duration each year.

Section 4. The Employer agrees to comply with Chapter 303, Public Laws of 1968 with regard to all full-time employees and said Employer shall not in any way interfere with the rights of said employees as provided for by Chapter 123, Public Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer the day and year first above written.

BOROUGH OF KENILWORTH

IBT LOCAL UNION 11

BY: [Signature]

BY: [Signature]
Michael Curcio, Business Agent

WITNESS:

COMMITTEE:

[Signature]

[Signature]

[Signature]
