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4/3/2020

AGREEMENT

BETWEEN

**THE BOROUGH OF ENGLEWOOD CLIFFS
(BERGEN COUNTY, NEW JERSEY)**

And

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 97**

EFFECTIVE: JANUARY 1, 2019
EXPIRES: DECEMBER 31, 2022

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PREAMBLE

THIS AGREEMENT is made this 11th day of December, 2019 between THE BOROUGH OF ENGLEWOOD CLIFFS, (hereinafter referred to as the "Borough") and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 97, (hereinafter referred to as the "Union").

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for the blue-collar employees, as that term is defined hereafter.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the Union as the exclusive representative of those blue-collar employees employed by the Borough in the Department of Public Works.

ARTICLE II

TERM OF THE AGREEMENT

This Agreement shall be in force from January 1, 2019 through December 31, 2022.

ARTICLE III

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work or other terms and conditions of employment shall be

conducted by the duly authorized negotiating agent of each of the parties.

2. Collective negotiations for the contract period beginning January 1, 2019, shall commence on or before October 1, 2021.

3. Both parties agree that hours agreeable to all parties shall be set aside on a date convenient to all parties at which negotiations shall be conducted solely concerning the bargaining unit covered by this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and/or of the United States, including without limiting the generality of the foregoing and not limited to, the following rights:

1. To manage and administer the Borough's government and its properties, facilities, and the activities of its employees who utilize 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 improve methods and equipment, to determine work schedules and shifts, 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. To make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees to require compliance of the employees.

4. To hire, to promote, transfer, assign and/or retain employees in positions within the Borough covered by this Agreement.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.

In the event that any employee shall be charged with an indictable offense pursuant to the criminal laws of the State of New Jersey, the Borough shall have the right to immediately suspend said employee without pay. In the event that subsequently, the charges are reduced to a non-indictable offense or the charges are dismissed or employee is acquitted; then in that event, he shall be entitled to immediate restoration to his job and shall be compensated for the time within which he was suspended. Said reduction, dismissal or acquittal of said charges shall not prohibit the Borough from bringing a proceeding against said employee for further disciplinary action in the event that the

subject matter of said criminal complaint is job related or would affect his job performance.

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

7. The Borough reserves the right with regard to all the 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, codes of conduct, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, the Borough shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in connection with the Constitution or Laws of the State of New Jersey and/or of the United States.

ARTICLE V

NON-DISCRIMINATION

There shall be no discrimination or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce

employees into membership nor shall the Union or any of its agents intimidate or coerce non-members. Neither the Borough nor the Union shall discriminate against any employees because of race, creed, color, age, sex, sexual orientation, or national origin.

The Borough acknowledges its obligations to its employees under applicable State and Federal Law.

ARTICLE VI

SALARIES AND WAGES

Effective January 1, 2012, the following schedule shall be applicable:

1. Employees shall be placed in a step system and on Anniversary date of each year they shall move into the next step. The salary guide for both Driver/Laborer, as well as Mechanic is listed as follows:

Step 0 represents the new entry level starting salary for the first full year of employment.

Employees advance one step per years 2019, 2020, 2021, and 2022.

1. Employees hired after June 1st of any year, will not move up the step until the second January after their original employment.

2. The Mayor and Council may, in their sole discretion Place new hires as high as Step 3 based upon experience and expertise.

	<u>2018</u>		<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
STARTING SALARY	\$27,000.00	STARTING SALARY	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
STEP 1	\$29,579.00	STEP 1	\$ 33,159.00	\$ 33,159.00	\$ 33,159.00	\$ 33,159.00
STEP 2	\$33,159.00	STEP 2	\$ 36,738.00	\$ 36,738.00	\$ 36,738.00	\$ 36,738.00
STEP 3	\$36,738.00	STEP 3	\$ 40,318.00	\$ 40,318.00	\$ 40,318.00	\$ 40,318.00
STEP 4	\$40,318.00	STEP 4	\$ 43,897.00	\$ 43,897.00	\$ 43,897.00	\$ 43,897.00
STEP 5	\$43,897.00	STEP 5	\$ 47,477.00	\$ 47,477.00	\$ 47,477.00	\$ 47,477.00
STEP 6	\$47,477.00	STEP 6	\$ 51,056.00	\$ 51,056.00	\$ 51,056.00	\$ 51,056.00
STEP 7	\$ 51,056.00	STEP 7	\$ 54,636.00	\$ 54,636.00	\$ 54,636.00	\$ 54,636.00
STEP 8	\$54,636.00	STEP 8	\$ 58,215.00	\$ 58,215.00	\$ 58,215.00	\$ 58,215.00
STEP 9	\$58,215.00	STEP 9	\$ 61,795.00	\$ 61,795.00	\$ 61,795.00	\$ 61,795.00
STEP 10	\$61,795.00	STEP 10	\$ 65,374.00	\$ 65,374.00	\$ 65,374.00	\$ 65,374.00
STEP 11	\$65,374.00					
OFF STEPS:	\$ 69,453.63	OFF STEPS:	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
	\$ 72,231.78	GRAY	\$ 101,671.36	\$ 103,704.79	\$ 105,778.89	\$ 107,894.47
	\$ 75,121.05	FEDOUCHIK	\$ 82,875.95	\$ 84,533.47	\$ 86,224.14	\$ 87,948.62
	\$ 78,125.89	MAGLIONE	\$ 82,875.95	\$ 84,533.47	\$ 86,224.14	\$ 87,948.62
	\$ 81,250.93	CAMPOMANES	\$ 82,875.95	\$ 84,533.47	\$ 86,224.14	\$ 87,948.62
		REIN	\$ 76,623.47	\$ 78,155.94	\$ 79,719.06	\$ 81,313.44

3. The position of foreman is occupied at the discretion of the governing body. The status of the foreman position is at the discretion of the Mayor and Council. The foreman position is currently occupied. Upon vacancy/retirement of the foreman position, the Mayor and Council will re-evaluate the position of foreman. Upon the decision of the Mayor and Council, the position of foreman can/may be dissolved. Should the position of foreman be refilled upon vacancy/retirement, the Mayor and Council will advertise and proceed with a formal interview process, as required by New Jersey state law.

4. Employees who hold the title of Foreman shall receive an annual stipend of \$1,500 per year. It is agreed that the Foreman's \$1,500 stipend shall become part of base pay.

5. Employees who hold the title of Operator shall receive an annual stipend of \$1,000. It is agreed that there will be three (3) employees designated as Operators.

6. No other employees shall be entitled to the operator's stipend until one of the operators retires from the position.

7. The next eligible driver/laborer will be moved into the position of operator and will receive the \$1,000 operator stipend, at the discretion of the Superintendent.

8. An annual stipend of \$3,000 per year will be paid to the Mechanic's Helper, pro-rated upon the time which he is assigned that position.

9. Employees who obtain a class A CDL shall receive an annual stipend of \$500.00.

ARTICLE VII

LONGEVITY & PERSONAL DAYS

1. The salaries paid to the members of the Department of Public Works of this Borough shall be supplemented by adding thereto two percent increase for each four years of service with a maximum of sixteen percent for thirty-two years of service as longevity pay increase.

2. No longevity pay increase shall become due and payable hereunder until the calendar year commencing after the completion of the four years upon which the increase shall be based, so that no person shall commence receiving any such increase except at the onset of said calendar year. Payments under this Article shall be made bi-weekly.

3. Full-time employees shall be entitled to three personal days. However, in order to obtain such personal day, the employee must advise in writing the Superintendent or his designee of such request at least 24 hours in advance. The granting of said personal day shall be at the discretion of the Superintendent but shall not unreasonably withhold same.

ARTICLE VIII

HEALTH BENEFITS

1. The Hospitalization and Medical Insurance Benefit Plans

provided during the contract term January 1, 2019 to December 31, 2022, for Borough employees and their eligible dependents shall be the following:

- A. The Health Plan provided by the New Jersey State Health Benefits Act for the State of New Jersey (N.J.S.A. 52:14-17.25 et seq.).
- B. The Delta Dental Insurance Plan.
- C. The Prescription Plan available through the New Jersey Health Benefits Act, commencing March 1, 1996.

2. An employee who has served the Borough for twenty-five (25) years of service at retirement, shall have medical insurance coverage including dependents and spouses until age sixty-five (65).

3. Employees will contribute a State mandated amount of their base salary toward the cost of their insurance.

ARTICLE IX

WORK SCHEDULE

1. The standard workweek shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. with a paid coffee break from 9:30 a.m. - 9:45 a.m., and a one-half hour paid lunch break.

2. Employees shall not arrive in the yard before 9:25 a.m. for break.

3. Ordinarily, the lunch shall be taken from 12:00 p.m. to

12:30 p.m. As work requires, occasionally lunch will be taken between the fourth and sixth hour of work. Employees shall not arrive in the yard before 11:55 a.m. to start lunch.

ARTICLE X

OVERTIME

1. Overtime is paid after the eighth hour of work on a given workday.
2. Overtime is paid at the rate of one and one-half (1 ½) times the hourly rate of pay for the employee and at two times the hourly rate for Sundays and holidays.
3. In the event an employee is called in on an emergency, the employee shall be paid portal-to-portal, with one-half (½) hour allowance imputed to the time to arrive at work.
4. When overtime is required, overtime shall be offered by seniority and rotated.
5. Overtime is mandatory and at the request of the Superintendent. Mandatory overtime shall be required on a rotated basis in order of reverse seniority.
6. Every effort will be made by the Superintendent to inform employees of the anticipated need for overtime. A list shall be posted by seniority and by reverse seniority.
7. In snow emergencies, or other emergencies where the entire Department of Public Works crew is required, overtime is mandatory. Every effort will be made by the Superintendent in good

faith to accommodate family or personal emergencies. Regular doctor or dental appointments, not of an emergency nature, ordinarily do not constitute a personal emergency justifying the refusal of overtime in an emergency situation.

8. The part-time outside employment of a Department of Public Works employee, employed full-time by the Borough, does not constitute justification for the refusal of mandatory overtime.

9. Employees may be assigned to overtime projects out of seniority order when the employee has a special expertise required for the overtime assignment.

10. Employees shall not be discharged for a first suspension of his/her driver's license due to a non-job-related incident upon the discretion of the Superintendent. A second suspension of license or a first suspension of a year or longer will be grounds for immediate dismissal. Any license suspension of longer than six (6) months, up to one (1) year, will result in an automatic suspension of the employee without pay or benefits for that portion of the license suspension that exceeds six (6) months. When the license suspension is over, the employee will return to work at his previous level. However, no credit for the time the employee is suspended will be given insofar as vacation, seniority, sick time, and other benefits are concerned.

A. Should an employee have his license suspended for up to six (6) months in a non-job-related accident, he will be reduced

in pay to the next lower rate of pay.

B. Job related suspension of Drivers License:

1. First offense suspension for duration of loss of license.

2. Second offense. Dismissal

C. Should any employee have a suspension of Driver's License for more than 1 year, he will be terminated.

11. If employees are called in on a snow or other emergency, they shall advise the Superintendent if they are unable to meet the commercial driving license standards. It is expected that all employees arrive at work on their regular shift, 7:00 a.m. to 3:00 p.m., fit for work. When employees anticipate a snow emergency, it is the responsibility of the employees to conduct themselves in such manner, as they will be fit for work when called in on the snow or other emergency.

12. When an employee works in a snow or other emergency prior to the start of the workday, the employee shall be paid at the rate of time and one-half for all hours worked before the start of the regular workday.

13. When an employee's workday is extended beyond the regular workday, the computation of overtime shall begin at 3:00 p.m. and shall be at the rate of one and one-half times the hourly rate of pay.

14. When an employee is called into work on an emergency, the

employee is guaranteed a three and one-half (3½) hour minimum overtime pay period, in addition to the portal-to-portal allowance of one-half hour.

15. When an employee is required to work on a holiday, he/she shall receive his/her regular pay for the said holiday, together with double time for the hours worked on said holiday.

16. Compensation time will be offered in lieu of formal payment of overtime. Compensation time is optional and is not mandatory. Any overtime hours accrued by an employee may be calculated and taken as compensation time. Compensation time will be calculated the same way formal payment is calculated. (Standard time and a half, as well as double time on Sundays and Holidays). Only sixteen hours of calculated worked hours may be accrued at one time. Scheduling compensation time is at the discretion of the Superintendent. Compensation time cannot be used in addition to vacation time or personal time. Compensation time cannot be carried over from year to year. Compensation time cannot be transferred back to formal payment, once it is submitted as compensation time.

ARTICLE XI

SICK LEAVE

1. If the employee is unable to report to work due to illness, it is essential that the Superintendent be notified on or before 6:45 A.M. on that day according to department procedure.

The Borough shall provide a telephone answering machine on which a message to report an absence may be recorded.

2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of three (3) days or more, a doctor's certification must be submitted if requested by the Superintendent. A doctor's certificate must be submitted at the request of the Superintendent in cases of excessive or chronic absenteeism. A doctor's certificate must also be provided if the employee is absent from work prior to or immediately after a paid holiday or vacation leave.

3. Sick Leave must be earned before it can be used. Sick Leave may be used in the following manner:

A. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.

B. Serious illness of a member of the employee's immediate family or household requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance.

C. An employee may use one-half ($\frac{1}{2}$) sick leave for scheduled or emergency doctor or dental appointments.

4. Every employee shall be entitled to sick leave with full pay for the time periods listed herein subject to the terms and conditions following:

A. For the first two (2) years of any employment by the employee, one (1) day of sick leave for every month of employment over six months to a maximum of ten (10) days' sick leave in any calendar year.

B. Staff employed as of 12/31/10 will receive eighteen (18) days sick leave in any calendar year.

C. Employees hired on or after 1/1/11 will receive 12 sick days per year after 2 years of employment.

D. After five (5) years of employment, any illness which is continuous and which disables the employee continuously during a period of up to a maximum of ninety (90) days in any calendar year. An employee must exhaust all of his/her vacation days and sick days before becoming eligible for this provision. This provision only applies to staff employed as of 12/31/10; it will not apply to future hires. If the Borough purchases disability insurance in the future for these employees, this provision will be completely eliminated.

E. The period of sick leave above indicated shall be accumulated to a maximum of one hundred fifty (150) days in the following manner:

(1) Effective January 1, 2011, employees can

accrue sick days from one (1) year to the next up to a maximum of one hundred fifty (150) days.

(2) Unused sick days previously accrued for payout upon retirement earned prior to January 1, 2011 shall be paid to employees at the employee's 2010 rate over the next three (3) to five (5) years based upon the Borough's financial situation, less \$15,000 which eligible employees will be allowed to retain for compensation upon retirement as provided in 4.E(3).

(3) Upon retirement with at least twenty (20) years of service with the Borough, any employee having accumulated sick leave as aforesaid shall be entitled to maximum payment of \$15,000.

5. When an employee is entitled to sick leave, said leave shall be paid as full salary less any sums which the said employee is entitled to receive under Worker's Compensation Laws of New Jersey.

6. Any employee falsifying a doctor's certification or obtaining a doctor's certificate for fraudulent purposes with the intent of obtaining additional vacation time under the guise of

sick leave shall be subject to dismissal.

7. No employee shall be paid for any period of time when said employee has not actually worked unless the period of time in question is either vacation time or covered by sick leave.

ARTICLE XII

FUNERAL LEAVE

1. Employees shall be entitled to four (4) working days leave, with pay, to attend or make arrangements for the funeral of their immediate family, defined as their children, parents or spouse.

2. Employees shall be entitled to three (3) working days' leave, with pay, to attend or make arrangements for the funeral of other members of their immediate family, including and limited to, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces or nephews, grandparents, grandparents of spouse, grandchildren or any other person residing in the employee's household. In the event of the death of an aunt or uncle of the employee or spouse, the employee shall be entitled to one (1) day off in order to attend the funeral.

ARTICLE XIII

JURY DUTY

1. The Borough encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in

an eligible classification will be paid for their services on jury duty.

2. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

3. Either the Borough or the employee may request an excuse from jury duty if, in the Borough's judgment, the employee's absence would create serious operational difficulties.

4. The Borough will continue to provide health insurance benefits for the full term of the jury duty absence.

5. Vacation, sick leave and holiday benefits, will continue to accrue during jury duty leave.

ARTICLE XIV

MILITARY LEAVE

1. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. Armed Services.

2. Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification, employees will be paid the difference between their normal base compensation and the pay

(excluding expense pay) received while on military duty. The portion of any military leave of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

3. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the Borough Department of Public Works for the full-term of the military leave of absence.

4. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

5. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly-scheduled shift after the end of training, allowing reasonable travel time. Employees no longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

6. The Borough recognizes the importance of military service, and its possible disruptive effect on civilian life. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

ARTICLE XV

VACATION

1. Vacation leave is earned and accumulated in the following manner:

A. Each full-time employee shall be allowed an annual vacation with pay of five (5) working days after the first six (6) months of service.

B. Each full-time employee shall be allowed an annual vacation with pay of ten (10) working days after the first and through the fifth year of service.

C. Each full-time employee shall be allowed an annual vacation with pay of seventeen (17) working days from the sixth through the tenth year of service.

D. Each full-time employee shall be allowed an annual vacation with pay of nineteen (19) working days from the eleventh through the fifteenth year of service.

E. Each full-time employee shall be allowed an annual vacation with pay of twenty-one (21) working days from the sixteenth year of service through the twentieth year of service. Each full-time employee shall be allowed an annual vacation with pay of twenty-three (23) days after the twenty-first year of service through the twenty-fifth year of service.

F. Each full-time employee shall be allowed an annual vacation with pay of twenty-three (23) working days after 21 years

of service through 25 years of service.

G. Each full-time employee shall be allowed an annual vacation with pay of 25 working days after 25 years of service.

2. No employee shall take more than fifteen (15) working days vacation at one time unless approved by the Superintendent.

3. After the first year of service or before the tenth of April of each year, each employee of the Department of Public works shall make application, in writing, for the period of the year in which he or she desires to take vacation.

4. Every effort is made to arrange vacation schedules to meet individual desires of all departmental employees. When there is a conflict in the date of proposed vacation schedules, preference is given to employees with seniority based upon years of employment with the Borough.

5. If the Department of Public Works employees desire to take their vacation in Friday and Monday units, the ability to do so shall be rotated in order of seniority from year to year.

6. Earned vacation year for one (1) calendar year may be carried over and used during the following calendar year only. If the carryover days remain unused by April 1st of that second year, the employee must notify the Superintendent of Public Works by April 1st of his/her intent to use those days by the end of the year or to sell back those days at 50% of the pertinent salary rate. (Pertinent salary rate = the salary rate in effect during the year

in which the days were originally earned.

7. Vacation will be limited to two (2) people at one time. The Superintendent is the final arbitrator of the needs of the Borough.

8. An employee shall be required to take a minimum of 10 days each year.

9. Unused vacation days earned prior to 1/1/11 will be compensated at the employee's 2010 salary rate. Said compensation will be spread out over the next 3-5 years, based on the Borough's financial situation; however, no employee will lose compensation for these days.

ARTICLE XVI

HOLIDAYS

1. The Borough agrees to furnish the following holidays with pay to all employees covered by this Agreement:

New Year's Day	Columbus Day
M.L. King's Birthday	Armistice/Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Floater In lieu of
Labor Day	Election Day

2. Holiday Schedule:

HOLIDAY

WILL BE OBSERVED ON

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Columbus Day	Second Monday in October

In the event that the holidays as listed in this subparagraph 2 are not observed by the State of New Jersey on the days listed above, but are observed on a different day, the Borough and the Union agree to observe the holiday on the same day on which the state of New Jersey observes the said holiday.

3. General:

A. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed the preceding Friday.

4. An employee must work the full day before and the full day after each holiday in order to be compensated for the holiday, unless vacation leave has been utilized.

ARTICLE XVII

PENSION AND RETIREMENT BENEFITS

1. The Borough shall provide Pension and Retirement Benefits covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

2. The Borough will pay to the appropriate Retirement Fund all required amounts.

3. Employees may choose to participate in the Deferred Compensation Plan available to all eligible Borough employees pursuant to Federal legislation permitting such plans. Employees shall request the borough Administrator to execute for them, individual participation agreements. The Borough Administrator

shall act as the "Administrator" of the plan representing the Borough.

ARTICLE XVIII

SUSPENSION AND GRIEVANCE PROCEDURE

1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement, the term "grievance" means any complaint or dispute between the borough and an employee with respect to the interpretation, application or violation of the provisions of this Agreement or administrative decisions affecting them.

2. At all levels of the grievance procedure the employee is entitled to representation by a representative of the employee organization.

3. The procedure for settlement of grievances shall be as follows:

A. Step 1a

In the event that any employee covered by the agreement has a grievance, the employee may discuss the grievance with the shop steward who, at the employee's request, will discuss the grievance informally with the Superintendent. Alternatively, the aggrieved employee may discuss the grievance with the Superintendent directly, with the shop steward present at the

employee's request. If no satisfactory resolution of the grievance is reached through informal channels, the grievance shall be embodied in writing and submitted to the Superintendent, per **Step 1b**.

Step 1b

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the event or when the employee should have reasonably known of the event, the employee shall submit his or her grievance in writing to the Department Head. The Department Head shall render a decision within ten (10) working days of the receipt of the grievance.

B. Step 2

If no satisfactory resolution of the grievance is reached at **Step 1**, within five (5) working days thereof, the grievance shall be presented in writing to the Borough Administrator. The Borough Administrator shall render a decision within ten (10) working days after the grievance was presented to him.

If no satisfactory resolution is reached at **Step 1**, within five (5) working days thereof, a meeting shall be held between the business agent, shop steward and Borough Administrator with the objective of settling the grievance. After the meeting with the business agent and shop steward, the Borough Administrator shall render a decision within ten (10) working days after the grievance was presented to him.

C. Step 3

If no satisfactory resolution of the grievance is reached at **Step 2**, then within five (5) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within twenty-one (21) working days after the grievance was presented to them.

D. Arbitration

i) If no satisfaction of the grievance is reached at **Step 3**, then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator, to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties.

ii) The Borough and the Union will split the costs of arbitration.

iii) The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

ARTICLE XIX

RELEASED TIME

1. In order to provide the orderly handling of grievance matters, the shop steward selected by the employees shall be released from his duties for reasonable periods of time for the purpose of handling grievance matters. In the event that the employees designate a head steward and an assistant steward, these stewards shall rotate or alternate the release time, to be

determined by themselves, but recognizing the needs of the Department of Public Works to accomplish Borough work.

2. Two (2) stewards shall be released for purposes of negotiations of a successor agreement between the Union and the Borough.

ARTICLE XX

SENIORITY RIGHTS

Permanent employees shall be entitled to recognition for the seniority with respect to changes in job assignment or working conditions, based upon length of employment with the Borough. Seniority is calculated from the first day of continuous full-time employment with the Borough, whether hired as a temporary employee or a permanent employee.

The Borough shall prepare and forward to the union steward and seniority list of employees. Seniority lists shall be updated when necessary and shall be posted on the union bulletin board showing the employees' names and seniority dates and the date of hire or rehire of all employees in the bargaining unit.

Seniority shall prevail in matters where preference may be established in areas of vacation, economic layoff and recall.

ARTICLE XXI

UNIFORMS AND SAFETY EQUIPMENT

1. The Borough shall provide uniforms to each employee covered by this Agreement. The uniforms to be supplied on an

annual basis by the Borough shall consist of:

A. Seven (7) pair of pants.

B. Seven (7) pair of work shirts, seven (7) tee shirts and seven (7) long-sleeve shirts.

C. Two (2) jackets.

D. Two (2) pair of safety work shoes. It will be optional for the employee to select steel-tipped safety work shoes.

The standard provision is plastic-tipped safety work shoes. A maximum of Three Hundred (\$300.00) dollars per year shall be permitted for shoe allowance. Said monies shall be reimbursed to the employee upon furnishing to the municipality a receipt and the signing of a voucher. An employee shall not be eligible for reimbursement for shoes under this paragraph until he has been employed a minimum of six (6) months. If employees do not use the full allotted \$300 for work shoes, they can use the remainder of the money to purchase additional items for work.

E. All employees are required to wear issue uniforms provided by the Borough. The Borough will launder the uniforms. The employee, at his own cost, may purchase and wear blue jean shorts during the months of May, June, July, August, and September on a trial basis for one year. At the end of such time, the right to wear this clothing shall further be negotiated, if necessary.

2. The following safety equipment will be provided to employees. It is expected that employees utilize the safety

equipment supplied. They will do so when directed by the Superintendent:

- A. Ear plugs
- B. Helmet
- C. Vests
- D. Coveralls for hazardous materials
- E. Gloves
- F. Safety Glasses
- G. Respirators and filters

3. A tool allowance of Five Hundred (\$500.00) dollars per year will be given to the mechanic.

4. Upon discharge, termination or retirement, all employees will be responsible for returning all clothing, equipment, tools or any other items which they are using including safety equipment which they have been given. If they fail to return same, the cost of said items will be deducted from their last pay.

ARTICLE XXII

SAFETY REQUIREMENTS

1. To assist in providing a safe and healthful work environment for employees, the Borough has established a Workplace Safety Program. This Program is a top priority for the Borough. The Safety Delegate has responsibility for implementing, administering, monitoring and evaluating the Safety Program. Its success depends on the alertness and personal commitment of all.

2. The Borough provides information to employees about workplace safety and health issues through regular interval communication channels such as supervisor/employee meetings, bulletin board postings, memos, or other written communications. A joint management-labor safety advisory group will be established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

3. Employees receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

4. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or bring them to the attention of a member of the joint management-labor safety advisory group. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

5. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject disciplinary

action, up to and including termination of employment.

6. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Safety delegate and the Superintendent. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

7. All full-time employees are required to use safety helmets, shoes, vests, work boots and gloves. Other safety gear (Goggles, face masks, ear protection and filter masks) are required, as appropriate to the situation.

8. Each employee is responsible to maintain his safety equipment in good condition and request replacement of equipment no longer safe to use.

9. The following safety regulations will be enforced:

A. When working on any road or road shoulder area, the employee is required to wear a safety vest unless the road is completely detoured.

B. When working under the loader bucket, around a swinging backhoe boom, or beneath an area where tools or materials are passed over an employee's head, the employee is required to wear a safety helmet.

C. When operating equipment that produces a high pitch or constantly loud sound, like the chipper or compressor, the employee is required to wear ear protection.

D. When performing a job where the hazard of flying objects or materials exists, such as using the grinder, chipper, skill saw, drill press, or compressed air in the shop area, the employee is required to wear eye protection.

E. Do not operate any piece of equipment for which an employee has not been properly trained or qualified, (unless the employee is in a training session).

F. Drive slowly when operating a truck or equipment on the job site, or in the public works yard areas. Adhere to speed limits posted on all roads at all times.

G. When a job site is located in a traffic area, the site should be properly coned off and "MEN WORKING" signs placed at each end facing oncoming traffic.

H. At no time for any reason shall an employee stand or work in the loader bucket.

I. At no time for any reason shall an employee stand up or sit on the edge of a moving truck going to and from the job.

J. Use gloves when handling materials where a hazard of damaging your hands exists, for example when working with concrete pipe, block, face rock, drums, hot materials.

K. Before entering a manhole (sanitary) or any confined area where hazardous gasses or lack of oxygen can exist, the area must be tested with proper test equipment.

ARTICLE XXIII

EMPLOYEE MEDICAL EXAMINATION

1. To help assure that employees are able to perform their duties safely, medical examinations may be required.

2. After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the Borough's expense by a healthcare professional of the Borough's Department of Public Works' choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

3. Current employees are required to take a medical examination to determine fitness for duty at least once in every two-year period. A medical examination will be performed at the Borough's expense by a health professional of the Borough's Department of Public Works' choice. The Borough will reimburse the employee for the costs or the unreimbursed portion of the physical examination and tests required by the Borough to determine fitness for duty. Employees will cooperate with the Borough on seeking insurance reimbursement for the costs of the medical examination. Twenty (20) days' notice of the mandatory physical examination will be given to employees.

4. Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be

limited to those who have a legitimate need to know.

5. The Borough shall pay for required DOT physicals.

ARTICLE XXIV

DRUG AND ALCOHOL ABUSE POLICY

1. This policy statement outlines formally the Borough's policy regarding the program which has been put in place to assure our compliance with the federally-mandated anti-drug plan, 49 CFR Parts 40, 199, 382 and 391.

2. Policy Outline:

A. The Borough will provide an "Employee Assistance Program" for its employees and supervisory personnel which will include a program of education and training on the effects of drug abuse. The Borough will make available to all employees informational material related to the cause and effects of substance abuse and additionally will provide a community service hotline telephone number, which can be used by our employees whenever assistance is required. Supervisory personnel who will be in a position to determine whether an employee must be drug/alcohol tested based on "reasonable cause" will receive a minimum of one (1) hour of training on the specific physical, behavioral and performance indicators of probable drug/alcohol abuse.

B. Additionally, the Borough has been mandated, by Federal regulation to implement and maintain a program of substance abuse testing on all employees whose jobs are covered under the

Federal Department of Transportation regulation 49 CFR Parts 40, 199, 382 and 391.

C. The Borough further has determined to take action against employees who unlawfully use, distribute or possess alcohol, drugs or controlled substances during or outside assigned working hours in order to prevent illegal activities and to protect employees, the public and the Borough property from danger which may result from the illegal use of alcohol, drugs or controlled substances. The objective of the policy is to provide and maintain a safe, drug/alcohol-free work environment.

D. The Borough has further determined that it will not employ or use the services of any employee who refuses to be tested for drugs/alcohol, and will discipline any employee who fails a drug/alcohol test which may include termination of services.

3. Definitions

A. "Employee" means a person employed by the Borough in a capability which requires a commercial driver's license to be maintained including all Department of Public Works Sanitation workers, roadmen, mechanics, building and grounds workers, all of whom shall be included in the test pool.

B. "Fail a drug/alcohol test" means that the confirmation test result shows a positive evidence of the presence of prohibited drug/alcohol in an employee's system.

C. "Pass a drug/alcohol test" means that initial

testing or confirmation testing does not show evidence of the presence of prohibited drug/alcohol in a person's system.

D. "Prohibited drug" means any of the following substances specified in the Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. 801.812 (12981 and 1987 CUM.P.P.): Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidine "PCP".

4. Drug/Alcohol Tests Required:

A. **Pre-employment Testing** - No employee will be hired unless that person passes a drug/alcohol test or is covered by a recognized anti-drug/alcohol program, documentation of which must be supplied to the Borough Superintendent of Public Works.

B. **Post-accident Testing** - As soon as possible, but no later than two to eight (2-8) hours after an accident occurs during employment hours, any employee whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. The decision to test or not to test shall be in the sole discretion of the employer based upon the base information available immediately after the accident. The supervisor in conjunction with any other investigative personnel shall fully document the basis upon which a decision to test or not to test made. In the case of an accident involving a fatality or involving the issuance of a citation to the Borough employee,

the involved employee shall immediately report all accidents or citations issued during the employee's course of his/her shift regardless of the type of ownership of vehicle involved in the accident or the citation.

C. **Random Testing** - At least fifty percent (50%) of all employees shall be drug tested and twenty-five percent (25%) of all employees shall be alcohol tested every twelve (12) months. The employees for testing shall be selected by using a random number table that is matched with an employee's identification number. During the first twelve (12) months following the institution of random drug/alcohol testing, the total number of tests conducted shall include at least twenty-five percent (25%) of the employees required to be tested.

D. **Testing Based on Reasonable Cause** - Whenever there is reasonable cause to believe that an employee is using a prohibited drug/alcohol, such employee shall be drug/alcohol tested. The decision to so test will be based on a reasonable belief that the employee is using a prohibited drug/alcohol on the basis of the specific, contemporaneous, physical, behavioral or performance indicators of probable drug/alcohol use. One supervisor of the employee trained in detecting possible drug/alcohol use symptoms shall substantiate the decision to test.

E. **Rehabilitation and Discipline** - All employees are entitled to voluntarily participate in the "Employee Assistance

Program" regardless of positive test result being received. However, if there is a positive test result, participation in the "Employee Assistance Program" or an alternate program approved by the Borough's Administrator shall be a pre-requisite to continued employment. Refusal to enroll in a program or to complete a full course of rehabilitation shall be cause for immediate termination of services. A positive alcohol test is one with a level of .040 or greater. Employees with a pattern of reading between .020 and .039 will also be subjected to enrolling in a mandatory counseling program. In addition to completing a required course of rehabilitation, employees shall be subject to the following discipline:

- i. Following the confirmation of a positive test, there shall be a minimum five (5) days suspension. In the case of an alcohol test result between .020 and .039, the penalty would be limited to a suspension for the remainder of that day's work shift unless a pattern developed. The suspension shall remain in full force until there is a negative retest provided to the Borough through a certified laboratory (all cost of testing to be borne by the employee) but failure on the part of the employee to present a negative test result within six (6) weeks from the original incident date shall automatically result in termination of services. After two (2) weeks the Borough reserves the right, for reasons of operational efficiency, to fill the suspended employee's

position and in such case, the suspended employee would be entitled to the next available opening providing all other conditions (rehabilitation and negative test result) are met.

ii. Employees found to be in violation of this policy (confirmation of positive drug/alcohol test) on a second occasion will be immediately dismissed.

F. Testing after Rehabilitation - A person who returns to duty as an employee after rehabilitation shall be subject to a reasonable program of follow-up drug/alcohol testing without prior notice for not more than sixty (60) months after his/her return to duty.

Pursuant to Federal Law part 40, Subpart O, the following shall be applicable in regard to follow-up testing. If a substance abuse professional (SAP) determines that a driver needs assistance resolving problems associated with alcohol or drug abuse, the employer shall ensure that the driver is subject to announced follow-up testing following the driver's return to duty.

The provisions for follow-up testing are given in Secs. 40.305-40.309. The number and frequency of the tests are to be determined by the SAP, but must consist of at least six tests during the first twelve (12) months following the driver's return to duty. Follow-up testing may be done for up to sixty (60) months. The SAP can terminate the requirement for the follow-up testing in excess of the minimum at any time if the SAP determines

that the testing is no longer necessary, with all costs to be paid by employee.

Follow-up tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with a poly-substance abuse problem, the SAP may require, for example, alcohol test to be performed along with the required drug tests after the driver has violated the drug testing prohibition.

G. **Administration** - The Borough or its insurance carrier shall designate an approved agency. The Borough's approved agency shall administer the anti-drug/alcohol programs. It shall further provide for the collection and testing to be done under the approved agency's standard procedure and for the employee awareness and supervisory training program as designed and administered by such approved agency; all as more particularly required by the Borough's anti-drug/alcohol program.

ARTICLE XXV

JOB DEFINITIONS

1. The Union and the Borough concur that maximum flexibility in job performance and responsibility is desirable. Presently the responsibility of employees in the Department of Public Works includes roads, parks, trash, recycling, sewer maintenance and snow removal.

2. The Union and the Borough agree to study the issue of job

classification and job. The equivalent of a "Desk Audit" will be conducted.

3. While all employees are presently classified in one job title, with compensation differentiated on the basis of seniority, the Union recognizes that differentials in expertise may exist resulting from experience and training. Some job assignments may be made by the Superintendent, based upon the Superintendent's judgment of the employee's expertise. Such assignment based upon special experience and expertise may be out of the seniority list for the allocation of overtime.

4. The Union and the Borough recognize the advantage of increasing the employees' skill and expertise. Employees are encouraged at their initiative to make known to the Superintendent opportunities for special training. The Borough and the Superintendent may, in their discretion, provide special training and licensing opportunities to the employees.

5. The Borough will institute a Tuition Reimbursement Program. To be eligible for such Tuition Reimbursement Program, an employee must have worked for one (1) year, and be involved in a certificate-granting or degree-granting program in a job-related field, relevant to the Department of Public Works and its responsibilities. Reimbursement of non-matriculated enrollment is at the discretion of the Superintendent, subject to justification by the employee under the Tuition Reimbursement Program.

Reimbursement will be made for courses completed with a grade not lower than a C.

6. Tuition costs will be reimbursed at the rate of the tuition charged by Ramapo State College.

7. Employees may be compensated for up to six (6) credits per term, or semester, of enrollment but not more than six (6) credits per term or semester.

ARTICLE XXVI

ADMINISTRATION AND METHODS

The Borough agrees to remove any record of discipline from an employee's personnel file after a period of one (1) year, and provided that no other disciplinary action is entered in the employee's file during said one (1) year period.

ARTICLE XXVII

APPLICATION FOR EMPLOYMENT

1. All applicants shall first complete an application form furnished by the Superintendent of Public Works.

2. Applicants will be advised that if employed by the Borough, he must join the Public Employees Retirement system as a condition of employment.

3. A medical examination form will be given to the applicant to take to the Borough Medical Examiner for a complete medical examination at the expense of the Borough. The Superintendent will

arrange an appointment for such medical examination and advise the examining Doctor to return the complete form directly to the Superintendent.

4. The Superintendent of the DPW will personally interview the applicant and note impressions gained from such an interview.

5. Replies to inquiries on references, previous employment and result of the medical examination will be held confidential by the Borough.

6. All new employees shall be made aware that the Borough expects two weeks notice of separation from the Borough, vacation time accumulated is forfeited if this notice is not given in writing by the employee to the Superintendent of Public Works for the Borough Clerk.

7. PROBATIONARY PERIOD FOR NEW EMPLOYEES: Except when statutory requirements direct otherwise, new appointees to permanent positions shall serve a probationary period of six (6) months during which they shall have the opportunity to perform in such a manner as satisfied Borough Requirements. Two (2) weeks prior to the expiration of the six (6) month period a performance evaluation shall be completed by the Superintendent of Public Works and in the event that the evaluation is positive, then said employee shall be considered a regular full-time employee of the Borough. This evaluation by the Superintendent of DPW shall be placed in the employee's file in the office of the Borough Clerk.

An unsatisfactory performance evaluation may result in an extension of the probationary period for an additional six (6) month probationary period. Two weeks prior to the expiration of the additional probation period, a performance evaluation shall be completed by the Superintendent of Department of Public Works and in the event the evaluation is positive, then said employee shall be considered a regular full-time employee of the Borough. An unsatisfactory performance shall result in a separation of the employee from the Borough. The Superintendent's evaluation and action shall be given to the employee at least two weeks prior to the separation of said probationary period and may be given sooner.

ARTICLE XXVIII

DUES CHECK-OFF

Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction in accordance with New Jersey state statutes.

ARTICLE XXIX

REPRESENTATION FEE IN LIEU OF DUES

Pursuant to New Jersey Statue 34:13A-5.5 through 34:13A-5.9, inclusive, the Borough agrees to withhold eighty-five (85%)

percent of the regular membership dues charged by the Union to its members from the salaries of those Borough employees covered by this Agreement who have not executed authorization permitting the Borough to withhold the full amount of the union dues, and shall forward that amount to the Union, provided that the Union complies with the requirements of the same statute.


FOR THE BOROUGH



Mayor Mario M. Kranjac

DATE:

FOR THE UNION



John Gerow, President
IBT Local 97



Patrick Guaschino
Vice President



Cory Minetti, Chief Steward
Department of Public Works

DATE: 3/18/2020