

AGREEMENT
BETWEEN
BOROUGH OF CHATHAM
AND
TEAMSTERS LOCAL 469
FOR
CHATHAM BOROUGH DPW
EFFECTIVE JANUARY 1, 2005
THROUGH DECEMBER 31, 2008

TABLE OF CONTENTS

	Page
Recognition	4
Dues Check-Off	5
Agency Shop	5
Excluded Personnel	6
Probationary Period	6
Hours of Work	6
Premium Pay	7
Pay Day	8
Rates of Pay	9
Salary Chart	10
Job Classification Sheet	11
Holidays	11
Vacations and Personal Time	12
Health Care Insurance	13
Pension	14
Sick Leave and Disability	14
Termination Leave	15
General Leave	15
Military Leave	16
jury Duty	16
Uniforms	17
Seniority	18
Buyoff and Recall	18
Job Vacancies	19
Management Rights	20
Subcontracting	20
Non-Discrimination	20
Discipline and Discharge	20
Grievance and Arbitration Procedure	21
Affiliation to the Union	22
Section Privileges	22
Steward	22
Union Bulletin Board	23
Compensation Claims	23
Suspension or Revocation of License	24
Strike/No Lockout	24
Termination from Employment	24

ARTICLE I. RECOGNITION

The Employer recognizes the union as the sole and exclusive bargaining agency for all Blue Collar Employees of the Department of Public Works of the Borough of Chatham as defined in the PERC Certification of Representation dated March 15, 1979, Docket No. RO-79-149 in all matters pertaining to Rates of Pay, Wages (Salaries), Hours of Work, Benefits, and other terms and conditions of employment. Excluded are all professional, office clerical, supervisory, confidential employees, police, firemen, seasonal, watchmen, guards, and other employees excluded by law.

ARTICLE II. DUES CHECK-OFF

The Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee who is a member of the Union and transmit the same with a list of such employees to the Secretary-Treasurer of the Union within ten (10) days after the dues are deducted. After an employee has completed the probationary period set forth in the Agreement, the Employer agrees to deduct the initiation fee in four (4) consecutive payroll deductions and to transmit the same as above set forth. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions. The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

ARTICLE III. AGENCY SHOP

1. Pursuant to the provisions of the "New Jersey Employer-Employee Relations Act", as amended, all employees in this negotiating unit are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after thirty (30) days of employment, choose not to become members of the Union, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eighty-five (85%) per cent of the dues charged by the Union to its members.
2. In addition, there shall be deducted such amounts as represent eighty-five (85%) percent initiation fees charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as are made for members, and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for members' deductions.

3. This Article shall incorporate by reference any and all rights guaranteed to employees by law with respect to agency fee deduction.

ARTICLE IV. EXCLUDED PERSONNEL

Borough supervisors of the grade of General Foreman or above in the Department of Public Works will not normally do the type of work ordinarily done by unit employees. However, it is recognized that circumstances will arise where management personnel will perform such work in accord with past practice.

ARTICLE V. PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of (one hundred twenty (120) days). Upon written notice to the Union, the Employer may extend the probationary period an additional sixty (60) days. During the probationary period the Employer reserves the right to terminate the employee for any reason, and such termination shall not be subject to the grievance and arbitration provisions of the Agreement and shall not give rise to any action against the Employer in any court or administrative agency. A new employee is not entitled to vacation during the probationary period. If he successfully completes his probationary period all time worked will be credited towards his vacation.

ARTICLE VI. HOURS OF WORK

1. The normal workweek will be eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday, from the hours of 7:30a.m. to 4:00p.m. Any employee working Mulch area duty Wednesdays will work a 8:00a.m. to 4:30p.m. day.
2. There will be a 45 MINUTE lunch period, 30 minutes unpaid and 15 minutes paid, normally to be taken between the hours of 12:00 NOON, and 1:00p.m.. However, it is agreed that there will be occasions when supervision will require the lunch break to be postponed, or held earlier, due to need to complete operation in an efficient manner. There will be one paid fifteen (15) minute break in the morning.
3. The statement of hours shall not act as a limitation on the Employer's right to schedule work, with the exception that the Employer will provide one week's notice prior to a change in the normal weekly work schedule.

4..An employee called in outside of his normal working hours will guaranteed a minimum of two (2) hours' work or pay at the premium rate. When call-in is within one hour of the normal starting time, the rate will be twice the straight time rate.

4a. The Borough agrees to pay any employee covered by this agreement, who works out of title for more than four (4) hours in any pay period, the lowest rate of the higher title for all hours worked in that title.

5. An employee, who reports to work on a normal working day, without prior notice to the contrary, is guaranteed eight (8) hours work, or eight (8) hours pay.

6. During meal periods, occurring after ten (10) consecutive hours of work an employee provided with a meal or unused meal authorizations entitle the employee to \$11.50, payable by the Borough when the regular monthly bill list is paid. Meal tickets, indicating the date, cost and restaurant, and initialed by the employee are paid by the Borough directly to the restaurant up to a maximum payment of \$11.50.

The employee, whose meal cost is less than \$11.50, will be paid the difference between the \$11.50 and the cost of each meal to which he is entitled. The Borough shall not assume liability for the cost of meals in excess of \$11.50 each. Each meal ticket submitted in excess of \$11.50 must be accompanied by cash in the amount of the excess. It is suggested that for meals costing more than \$11.50 two tickets be requested and that one ticket be paid directly to the restaurant by the employee. Under no circumstances will an employee be denied a meal or a meal allowance as provided by the contract.

ARTICLE VII. PREMIUM PAY

1. The Employer agrees to pay one and one half (1 ½) the regular straight time rate in the following circumstances:

(1) All hours worked for the employer in excess of eight (8) hours in a given day, or in excess of forty (40) hours in a given week.

(2) All hours worked on Saturday.

2. The employer agrees to pay double the regular straight time rate, for all hours worked on New Years Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, a floating holiday or Christmas Day, Easter Sunday and all Sundays, excluding regularly scheduled work assignments such as snow removal, water readings and water tests.

Employees shall be required to work overtime upon the request of the supervisor. Opportunity to earn premium pay shall be rotated with the intention of achieving equalization of premium pay earnings within each qualified employee to perform the overtime assignment. It is recognized that equalization of opportunity to each premium pay can only be achieved over a calendar year.

4. (1) Two Employees of the Public Works Department shall be required to serve in a "Standby" status for call outs when directed by the Supervisor of Public Works. One employee shall be a Supervisor and the other employee shall be at a lower title. The Supervisor will prepare an annual schedule of "Standby" dates and will make every effort to rotate "Standby" assignments so that all employees of the department are involved equally when "Standby" will coincide with Mulch area duty. If an employee assigned "Standby" status cannot fulfill his duty then he must be replaced by an employee in the same pay grade.

(2) Effective January 1, 1991, compensation for "Standby Time" shall be 12 hours of pay at the straight time rate for each period assigned. Assignment periods are defined as 4:00p.m. Friday until 7:30a.m. Monday. When called to work during the standby period, employees will be paid at a rate of 1 ½ times the regular rate for all hours worked, excluding Holiday's for which a rate of two (2) times regular rate will be paid.

(3) There will be no pyramiding of overtime under any circumstances.

ARTICLE VIII. PAY DAY

- (1) Employees will be paid by check twice a month during working hours.
- (2) When a pay day falls on a holiday, employees will be paid either the workday before or after the holiday.
- (3) If an employee gives notice at least one week prior to the payday preceding his vacation, he will be paid vacation pay prior to the start of his vacation period.

ARTICLE IX. RATES OF PAY

Employees will be paid in accordance with the schedule below, said schedule setting forth the rate of pay for each job classification by this agreement.

1. The current positions within the bargaining unit effective January 1, 2005 are classified as follows:

- Leadman
- Foreman
- Utility Man/Operator
- Equipment Operator
- Mechanic
- Serviceman and Water Meter Reader
- Chief Mechanic

2. Each employee within the aforementioned positions shall be paid effective January 1, 2005 as herein indicated in Section 1. The salary for each step in, 2005, 2006, 2007 and 2008 shall be hereinafter indicated in Section 4
3. Any employee promoted to a higher job classification after January 1, 1988 shall advance one (1) step within the new job classification until he reaches highest step on the anniversary of the promotion.

4. The rate of increase for the four year period (2005 - 2008) are as follows:

<u>Level</u>	<u>2004</u>	<u>2005</u> 3.80%	<u>2006</u> 3.80%	<u>2007</u> 3.80%	<u>2008</u> 3.80%
S-1	\$ 28,221	\$ 29,293	\$ 30,407	\$ 31,562	\$ 32,761
S-2	\$ 35,875	\$ 37,238	\$ 38,653	\$ 40,122	\$ 41,647
S-3	\$ 40,968	\$ 42,525	\$ 44,141	\$ 45,818	\$ 47,559
S-4	\$ 42,329	\$ 43,938	\$ 45,607	\$ 47,340	\$ 49,139
S-5	\$ 43,691	\$ 45,351	\$ 47,075	\$ 48,863	\$ 50,720
S-6	\$ 45,054	\$ 46,766	\$ 48,543	\$ 50,388	\$ 52,303
S-7	\$ 46,415	\$ 48,179	\$ 50,010	\$ 51,910	\$ 53,883
S-8	\$ 47,778	\$ 49,594	\$ 51,478	\$ 53,434	\$ 55,465
S-9	\$ 49,139	\$ 51,006	\$ 52,945	\$ 54,956	\$ 57,045
UO-1	\$ 49,792	\$ 51,684	\$ 53,648	\$ 55,687	\$ 57,803
UO-2	\$ 51,325	\$ 53,275	\$ 55,300	\$ 57,401	\$ 59,582
UO-3	\$ 52,856	\$ 54,865	\$ 56,949	\$ 59,113	\$ 61,360
UO-4	\$ 54,390	\$ 56,457	\$ 58,602	\$ 60,829	\$ 63,141
UO-5	\$ 55,922	\$ 58,047	\$ 60,253	\$ 62,542	\$ 64,919
E-1	\$ 49,392	\$ 51,269	\$ 53,217	\$ 55,239	\$ 57,338
E-2	\$ 50,754	\$ 52,683	\$ 54,685	\$ 56,763	\$ 58,920
E-3	\$ 52,116	\$ 54,096	\$ 56,152	\$ 58,286	\$ 60,501
E-4	\$ 53,478	\$ 55,510	\$ 57,620	\$ 59,809	\$ 62,082
E-5	\$ 54,841	\$ 56,925	\$ 59,088	\$ 61,333	\$ 63,664
L-1	\$ 50,751	\$ 52,680	\$ 54,681	\$ 56,759	\$ 58,916
L-2	\$ 52,378	\$ 54,368	\$ 56,434	\$ 58,579	\$ 60,805
L-3	\$ 54,006	\$ 56,058	\$ 58,188	\$ 60,400	\$ 62,695
L-4	\$ 55,634	\$ 57,748	\$ 59,943	\$ 62,220	\$ 64,585
L-5	\$ 57,260	\$ 59,436	\$ 61,694	\$ 64,039	\$ 66,472
M-1	\$ 45,512	\$ 47,241	\$ 49,037	\$ 50,900	\$ 52,834
M-2	\$ 46,873	\$ 48,654	\$ 50,503	\$ 52,422	\$ 54,414
M-3	\$ 48,234	\$ 50,067	\$ 51,969	\$ 53,944	\$ 55,994
M-4	\$ 49,570	\$ 51,454	\$ 53,409	\$ 55,438	\$ 57,545
M-5	\$ 50,959	\$ 52,895	\$ 54,905	\$ 56,992	\$ 59,158
F-1	\$ 59,137	\$ 61,384	\$ 63,717	\$ 66,138	\$ 68,651
F-2	\$ 60,838	\$ 63,150	\$ 65,550	\$ 68,040	\$ 70,626
F-3	\$ 62,540	\$ 64,917	\$ 67,383	\$ 69,944	\$ 72,602
F-4	\$ 64,240	\$ 66,681	\$ 69,215	\$ 71,845	\$ 74,575
F-5	\$ 65,942	\$ 68,448	\$ 71,049	\$ 73,749	\$ 76,551
CM-1	\$ 49,794	\$ 51,686	\$ 53,650	\$ 55,689	\$ 57,805
CM-2	\$ 51,315	\$ 53,265	\$ 55,289	\$ 57,390	\$ 59,571
CM-3	\$ 52,856	\$ 54,865	\$ 56,949	\$ 59,113	\$ 61,360
CM-4	\$ 54,627	\$ 56,703	\$ 58,858	\$ 61,094	\$ 63,416
CM-5	\$ 58,421	\$ 60,641	\$ 62,945	\$ 65,337	\$ 67,820

ARTICLE X. JOB CLASSIFICATION SHEET

1. The Employer will prepare job classification sheets describing the principal functions of each job.
2. Classifications covered by this agreement, and for each new job classification covered by this Agreement, at least thirty (30) days before establishing a new classification, the Union will be provided a Job Classification sheet for the purpose of negotiating an annual salary.
3. The contents of a job classification shall not be the basis of filing a grievance.

ARTICLE XI. HOLIDAYS

1. The Employer agrees to pay each full-time employee eight (8) hour's pay at the employee's regular rate, without working, for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Christmas
Memorial Day	1 Floating Holiday
July (4 th) Fourth	

The floating holiday may be taken at the discretion of the employee any time during the calendar year.

2. The employer agrees to pay each full-time employee four (4) hours pay at the employee's regular rate, without working, for a half ($\frac{1}{2}$) day, either Christmas Eve or New Year's Eve day.

Employees will request one day or the other from the employer at least 5 day's prior, so that a work schedule can be maintained.

3. Any holiday which falls on a Saturday shall be celebrated the preceding Friday. Any holiday which falls on a Sunday shall be celebrated the following Monday.
4. In order to be paid for a holiday, an employee must work the scheduled workday immediately preceding and following the holiday, unless the employee is ON a sick day for which the employee is paid.

ARTICLE XII. VACATIONS AND PERSONAL TIME

1. Vacation entitlement for regular full-time employees shall be based on time worked for the Employer in accord with the following schedule.

PERIOD OF EMPLOYMENT CALENDAR YEAR

1 st	1 day for each complete month worked from January 1 st to July 1 st .
2 nd	1 day for each complete month worked from July 1 st of 1 st year's employment to July 1 st of 2 nd year's employment.
3 rd and 4 th	12 days, available January 1.
5 th thru 10 th	15 days, available January 1.
11 th thru 14 th	17 days, available January 1.
15 th thru 19 th	20 days, available January 1.
20 th or more	22 days, available January 1.

2. No employee shall be entitled to take a vacation prior to the completion of six (6) months of consecutive service.
3. Vacations must be taken between January 1st and December 31st. Employees may request to carry over up to five (5) days of vacation from one year into the next. Said carry over requests must be submitted in writing prior to the end of the year they are assigned, and are subject to approval by the Supervisor of Public Works and the Borough Administrator. Carryover days must be used by August 30th of the succeeding year. All vacations are to be scheduled subject to the approval of the Department Head. Vacation request forms shall be sent to the Employee before March 1st. Vacation schedule requests are to be submitted to the Department Heads no later than April 1st. The Department Head will notify the employee of approval or disapproval no later than May 1st. If there is no written notification of the Department Head, the vacation request is automatically approved.

4. Seniority within job classification shall be the basis for determining preference of vacation.
5. Vacations will be scheduled at those times requested by each Employee in so far as possible and practical. However, because of the nature of the work and the equipment that there be an orderly performance and continuity of municipal services maintained, it may be necessary to limit the number of Employees taking vacations at the same time or from taking vacations during particular times.
6. In the event a holiday named in the Agreement falls during the employee's vacation period, such employee shall receive an additional day's vacation.
7. In the event an employee is sick on a vacation day, the day may be substituted with a sick day provided a doctor's note is submitted to the Superintendent and the days will be reinstated.
8. Each employee is authorized three (3) personal days per year. An employee must notify the Director of Public Works at least 48 hours in advance to request such leave, and leave shall be approved except if the Director determines that such leave would be inconsistent with Borough needs.

ARTICLE XIII. HEALTH CARE INSURANCE

1. The Employer shall continue to provide Health Benefits administered by New Jersey Health Benefits Program or may substitute a new plan with benefits that are "equal or better", in accord with the current practice, for each regular full-time employee and his immediate dependents, at no cost to the employees.
2. Effective 1/1/95, all members of the bargaining unit hired on or after that date shall enroll in the Point of Service (POS) health benefits plan. Incumbent employees only shall have the option of enrollment in the Point of Service, if they are not already enrolled, or, of maintaining traditional health insurance coverage.
3. Effective upon ratification of this contract the traditional health insurance coverage will be the Horizon Comprehensive Major Medical (CCM) plan with deductible limits or a plan that is substantially equivalent.

ARTICLE XIV. PENSION

Each full-time regular employee shall be enrolled, in accord with present practice, within the public employees retirement system.

ARTICLE XV. SICK LEAVE AND DISABILITY

1. Employees who sustain job-related sickness, injury or disability shall be given a leave of absence with full pay of two (2) calendar weeks for each year of service, not to exceed fifty-two (52) weeks. Any payments so made shall be reduced by workers' compensation benefits, or other disability benefits, funded by the Employer, and received by the employee. Employees must cooperate in seeing the Employers' doctor. Leave available for this purpose is determined by subtracting total leave used under this provision from total leave earned during one's employment with the Borough of Chatham.
2. "Job related" is defined, for purposes of this contract, in accord with the definition of the phase under the prevailing workmen's compensation statute of New Jersey. (The sickness, injury or disability must be compensable under workers' compensation to fall within the coverage of the Article.)
3. All employees covered by this agreement will earn eight (8) hours sick leave with pay for each month worked, for a maximum accumulation of ninety-six (96) hours per year for absence due to bona fide illness, with a maximum accumulation of one thousand six hundred hours (1,600), 200 days.
4. Where accumulated unused sick leave falls below the level stated in Part 4, sick leave may subsequently accumulate at the rate of eight (8) hours for each month worked up to the maximum stated above.
5. The Borough will participate in the State Temporary Disability Insurance Plan. Employee-employer contributions and employee benefits will be in accordance with State statutes and regulations.

Each employee is authorized three (3) personal days per year. An employee must notify the Director of Public Works at least 48 hours in advance to request such leave, and leave shall be approved except if the Director determines that such leave would be inconsistent with Borough needs.

6. Employees who are absent from duty for five (5) or more consecutive work days due to illness, shall furnish an appropriate physician's statement to the Employer (upon Employer's request), including a description of the ailment, its prognosis, and the date of return to work. The Employer reserves the right to send the employee to the Employer's physician.
7. Upon return to work, after an absence of more than five (5) consecutive work days, the employee must furnish the physician's statement (upon the Employer's request) certifying his fitness to resume his normal work, predicated upon a knowledge of the nature of the employee's work.
8. Failure to return to work after the employee's physician or the Borough physician certifies that the employee is fit to resume his normal duties constitutes cause for disciplinary action.
9. The Union agrees to cooperate with the Employer in reducing absenteeism to as low a rate as possible.
10. All employees covered by this agreement shall call in at least 15 minutes prior to the start of the normal workday to report out sick in order to receive sick pay for that day..

ARTICLE XVI. TERMINATION LEAVE

Each regular full-time employee, having accrued ten (10) to nineteen (19) year of service, shall be entitled upon normal retirement or termination leave with pay at the rate of one day for each of the first ten (10) days of unused sick days accumulated, and thereafter, one day for each three (3) days of unused sick days accumulated, up to the maximum accumulation permitted by the contract. Employees with twenty (20) or more years of service are entitled to above, but for more than ten (10) accumulated days, entitlement is one day for each two (2) days of unused sick days accumulated, up to the maximum accumulation permitted by the contract. The above compensation shall not exceed \$15,000.

ARTICLE XVII. FUNERAL LEAVE

1. The Employer agrees to grant an employee a funeral leave with full pay at his regular rate, based upon an eight (8) hour day, not to exceed four (4) working days, when a death occurs in the employee's immediate family.
2. The employee's immediate family is considered – parent, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, or other relative who resides on a regular basis with the employee.

3. Funeral leave with pay shall not exceed four (4) working days, and shall terminate the day following the funeral. In the case of an out of state funeral one of the above four days may be used as a travel day, the day after the funeral.
4. Funeral leave with pay, not to exceed one (1) day shall be granted to attend the funeral of a grandparent, grandchild, sister-in-law or brother-in-law, aunt or uncle.

ARTICLE XVIII. MILITARY LEAVE

Employees entering the military service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, which rights include reinstatement to employment and accumulations of service credits in accord with the requirements of the Act.

ARTICLE XVIV. JURY DUTY

1. An employee called up for jury duty will be entitled to receive eight (8) hour's pay at his regular rate for each day of jury service, up to a maximum of fifteen (15) days during a two (2) year period.
2. The employee must promptly notify the Employer of being called up for jury duty, to permit the Employer the opportunity to get the employee relieved of jury service.
3. The pay received from the Borough during jury duty shall be reduced by any pay, less that for mileage, the employee receives from the court.
4. The employee must return to work if released from jury duty before 12:00 NOON, in which case he will receive pay at his regular rate for the regular hours he actually lost in jury attendance.

ARTICLE XX. UNIFORMS

1. The Employer shall provide and maintain the following uniforms, on a reasonable wear and tear basis, at no cost to the employee.

SUMMER

5 pairs of pants
5 shirts*
2 jackets
1 Orange Hooded
Sweatshirt

WINTER

5 pairs of pants
5 shirts
1 jacket (winter weight)
or
1 pair winter overalls

*An employee may elect to receive five (5) orange polo shirts as an alternative to the regular summer shirts.

2. The Employer shall also provide to each employee the following protective gear:

1 rain suit	1 pair of slush boots
1 pair of gloves	1 safety hat
1 pair of hip boots	
3. Each employee shall sign for each uniform and other issued equipment and shall be responsible for the maintenance of these items. When an employee seeks replacement of an item, it shall be returned to the Employer. The item will be replaced at no cost to the employee, except where it is not maintained by the employee on a reasonable wear and tear basis.
4. The Employer shall provide a cleaning service for, and at no cost to the employee covered by this contract. Employees must wear their uniforms at all times while working for the Employer.
5. Safety glasses and ear muffs for noise abatement are to be made available to all Employees and the Employee should make certain they are taken to the job site and worn when necessary.
6. Each employee will receive a \$400.00 per year clothing allowance which the employee will use for the purpose of purchasing uniforms as specified in this article. If the employee does not use the \$400.00 clothing allowance the balance shall not be carried over into the next calendar year.

ARTICLE XXI. SENIORITY

1. Seniority shall mean the total of all periods of employment with the Employer within classifications covered by this agreement.
2. An employee shall automatically lose seniority rights in the event of:
 - (a) Voluntary resignation
 - (b) Discharge for just cause.
 - (c) Failure to be recalled within the recall time period.
 - (d) Failure of the employee to return from layoff within the prescribed time limit, after appropriate notice of recall.
 - (e) Failure to report to work for three (3) or more consecutive days without notification to the Supervisor or his designated representative.

ARTICLE XXII. LAYOFF AND RECALL

In the event of a layoff, the following procedures shall apply:

1. The Employer shall layoff employees in reverse order of seniority, provided that the employees remaining have the necessary qualifications to perform the work required by the department.
2. The Employer shall provide forty-five (45) calendar day's notice of layoff in writing.
3. A laid-off employee shall have preference for re-employment for one (1) year.
4. Employees shall be recalled in order of greatest employee seniority, provided they have the necessary qualifications to fill the job vacancies.
5. Notice of recall shall be sent by registered or certified mail to the address last listed by the employee with the employer. It shall be the employee's responsibility to keep his address current. The

employee must notify the Supervisor of his designee, or his intent to return to work within ten (10) calendar days of the date the letter was postmarked, or his recall rights expire. The employee will be given fifteen (15) working day's notice as to the date he must return to work. Failure to report to work at the designated time, when the above notice is given, shall also result in the expiration of the employee recall rights.

ARTICLE XXIII. JOB VACANCIES

1. The Employer shall post all new and vacant positions for unit positions for eleven (11) working days on the bulletin board. The posting will state the job and the requirements of the job. To be considered for the position, an employee must submit written notice of his interest during the posting period.
2. Preference to fill job vacancies will be given to a bargaining unit employee before hiring a new employee. Once vacancies are posted the Borough will conduct the selection process and fill the vacancy within 90 days, unless it is determined that there are no employees qualified for the vacancy.
3. The most senior qualified employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than thirty (30) working days. For purposes of this Article, a working day will consist of a minimum of eight (8) hours of work.
4. A maximum trial period for a successful bidder will be one hundred twenty (120) calendar days.
5. At the conclusion of the maximum trial period, the Employee will either be returned to his former position or will receive an appointment to the higher position.
6. However, the Borough reserves the right to terminate the trial period between the thirtieth (30th) and the one-hundred and twentieth (120th) calendar day and return the Employee to his former position in the event the Borough in its sole discretion, believes that the Employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.
7. The Union and the Employee will be kept advised of the progress made in learning the new assignment. The Employee will be given assistance to

8. successfully meet the requirement so the new job. If the Employee fails to successfully meet the requirements within the probation period, the Employee shall be returned to his former classification and shall assume seniority and pay as though Employee had not left his old classification.

ARTICLE XXIV. MANAGEMENT RIGHTS

Except as modified by provisions of this Agreement, the Borough of Chatham reserves to itself, the management of the Department of Public Works and all rights incidental to said management. The rights include, but are not limited to, the discretion; to direct, discipline and discharge employee; to hire, classify, promote, demote, transfer for layoff employees; to change the size or composition of the work force; to increase the efficiency of the Department; to modify, terminate, or subcontract operations; to establish new procedures; to change technologies; and to establish reasonable work rules and regulations.

ARTICLE XXV. SUBCONTRACTING

The Employer may continue to subcontract all types of work that are not customarily performed by unit employees and that have been subcontracted in the past. The Employer may subcontract new types of work only if:

- (1) There are no employees on layoff with unexpired recall rights.
- (2) It is not the intent of the Employer to circumvent the terms of this Agreement through the use of subcontracting.

ARTICLE XXVI. NON-DISCRIMINATION

The Employer, the Union, and the employees, in accord with the applicable federal and state law, will not discriminate against any employee with respect to terms and conditions of public employment because of the employee's race, color, creed, national origin, ancestry, age, marital status or sex affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the result of genetic test to an employer. Employment shall be based on merit and fitness, free of personal and political considerations.

ARTICLE XXVII. DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline or discharge employees only for just cause. In the event of discharge or suspension, the Employer shall promptly notify the employee and the Union in writing of the reason for the discipline.

ARTICLE XXVIII. GRIEVANCE AND ARBITRATION PROCEDURE

1. The grievance procedure shall apply to the interpretation, application or violation of policies, agreements, or administrative decisions, which affect the terms, and conditions of public employment.
2. The grievance procedure is as follows:
 - Step 1: Within five (5) working days of the occurrence of the matter in dispute, the employee shall submit through the job steward or alternate, a grievance in writing to the Supervisor. The Union shall set forth the basis for the grievance at the grievance meeting. The employee shall state the specific nature of the grievance, the relevant date, and the remedy requested. The Director shall respond to the grievance within five (5) working days of the submission.
 - Step 2: If the grievance is not resolved at Step 1., it shall be submitted in writing to the Borough Administrator within ten (10) working days. The Borough Administrator shall respond to the grievance in writing within ten (10) working days. A grievance filed because of discharge shall begin at Step 2.
 - Step 3: The Union may request arbitration within ten (10) working days after the Borough Administrator responds in writing to the grievance. The right of arbitration shall extend only to grievances arising out of the Agreement. The Employer may also initiate.
3. An arbitrator shall be chosen through, and in accord with, the Rules of the New Jersey Mediation Service. The arbitrator shall be bound by state and federal law and shall not have the authority to modify or amend any provisions of this Agreement in any way, or to create new terms or conditions of employment
4. The procedure set forth herein may be invoked by an authorized representative of the Employer or the Union.
5. Where a grievance is filed concerning the proper compensation of any individual, the Union shall have the right, upon request and reasonable notice, to examine that individual's pay records.
6. The Employer agrees that there will be a grievance meeting within the respective time limits set forth in Step 1 with the Union shop steward, and in Step 2 with the Union business representative, upon the Union's request.

7. The expense of the arbitrator selected shall be borne equally by the Employer and the Union.
8. The Employer may consider notice of grievance, or request for arbitration, void, when filed late unless such time limits are extended by mutual agreement of both parties.

ARTICLE XXIX. NOTIFICATION TO THE UNION

1. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
2. The Employer will annually provide the Union with a list of employees within the unit, stating name, address, job title, social security number and rate of pay.
3. The Employer will promptly notify the Union of additions and deletions in payroll in the unit.

ARTICLE XXX. INSPECTION PRIVILEGES

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

ARTICLE XXXI. JOB STEWARD

1. The Employer recognizes the right of the Union to designate in writing to the Employer a job steward and an alternate. The Employer will not recognize any person as having authority to act as job steward or alternate until the appropriate written notice is received. The alternate shall only have authority in the absence of the job steward.
2. The authority of the job steward and alternate shall be limited to the following:
 - (a) the investigation and presentation of grievances in accord with this Agreement.

- (b) the collection of dues when authorized by appropriate Local Union action.
 - (c) The transmission of such messages and information originating with, and authorized by the Local Union or its officers, where such messages or information:
 - (i) have been reduced to writing, or
 - (ii) if not reduced to writing, are of a routine nature;
 - (iii) no message or communication may be transmitted which relates to work stoppage, job action, slowdown, refusal to handle goods, or any other action interrupting the Employer's business operations.
3. The Employer recognizes that the job steward or alternate have no authority to act for the Union except as explicitly stated above, and shall not hold the Union liable for any unauthorized acts by them. Any action taken outside the scope of this authority is at the risk of the job steward or alternate. The authority granted by the Union to the job steward or alternate does not modify the Employer's rights under any other provisions of this Agreement. The job steward or alternate will be permitted reasonable time to present or process grievances without loss of pay, provided the job steward or alternate has requested said time from his supervisor, the request is reasonable, and the time spent is not disruptive of the Employer's operations. The job steward or alternate will not suffer loss of pay for time so spent where he has obtained the prior permission of the supervisor in accord with the above.

ARTICLE XXXII. UNION BULLETIN BOARD

The Employer will provide a bulletin board at the Department of Public Works, in a place readily accessible to employees, which may be used for official Union business. The Union will not post materials that support the violation of any part of this Agreement.

ARTICLE XXXIII. COMPENSATION CLAIMS

The Employer will provide Workmen's Compensation protection to employees in accord with the laws of the State of New Jersey. The Employer Union employees will cooperate in the timely resolution of Workmen's Compensation claims in accordance with State Law.

ARTICLE XXXIV. SUSPENSION OR REVOCATION OF LICENSE

If an Employee suffers suspension or revocation of his Commercial Drivers License based solely and exclusively on a succession of size and weight penalties, caused in each instance by his compliance with the Employer's instructions the loss of license shall not result in discharge. In such case, the employee shall accept other available work.

ARTICLE XXXV. NO STRIKE/NO LOCKOUT

1. The parties agree that the grievance and arbitration clause shall be the sole means of resolving disputes under this Agreement
2. The Union, job steward, alternate, and employees shall not call, engage in, or support, under any circumstances, a strike, a slowdown, or action of any kind with the purpose or effect of decreasing or interfering with Borough work, or operations, during the term of this Agreement.
3. The Employer shall not lock out employees during the term of this Agreement.

ARTICLE XXXVI. SEPARATION FROM EMPLOYMENT

Upon termination, the Employer shall pay all monies due to the Employees, including pro-rata vacation pay on the next regular payday.

ARTICLE XXXVII. SAFETY

1. The Employer and the Union are committed to a safe work place and to the observation of applicable state and federal regulations
2. Employees shall immediately report to the Employers any unsafe or hazardous condition, accident or injury.
3. The Employer shall not require an employee to work under conditions, which subject him to risk of serious bodily harm in violation of state or federal law.
4. If an employee believes that he is assigned to work under conditions, which subject him to risk of serious bodily harm in violation of state or federal law.
 - (a) the work is safe, or
 - (b) how the work can be performed safely, or
 - (c) the work should be stopped

5. The Employer will schedule a safety committee meeting once each quarter. The committee will be the Department of Public Works Supervisor, the Borough Administrator, and the shop steward. The committee will discuss safety procedures and any accidents occurring in the quarter.

ARTICLE XXXVIII. EDUCATION/TRAINING INCENTIVE

1. The Employer will pay an Education/Training Incentive to any employee who completes one of the courses of study listed. In order to be eligible for the incentive pay, courses and training must be approved in writing prior to beginning the training or education program. The Supervisor of Public Works and the Borough Administrator will require approval.
2. Incentive pay will be paid in twenty-four (24) equal installments as part of the regular paycheck. However, it will not be included in base pay for purposes of calculating annual increases.
3. Courses or Training not listed may become eligible for incentive pay after a review by the Supervisor of the Public Works Department and the Borough Administrator.
4. If any time the certification received for completion of any of the approved courses or training lapses, the incentive pay will be discontinued.
5. Employees completing a training or education program will be eligible for incentive pay the next full year after receipt of the certification, and meeting requirements specified by state statute. (i.e., see N.J.A.C. 7:10-13)

6.	<u>List of Courses</u>	<u>Hrs. Req.</u>	<u>Incentive</u>
	(a) Cert. Pesticide Applicator	35 hours	1% of Base Salary
	(b) Water Supply Operator Lic.	120 hours	
	(W-3)		3% of Base Salary
	(W-2)		2% of Base Salary
	(W-1)		1% of Base Salary
	(c) Water Treatment License	120 hours	
	(T-2)		4% of Base Salary
	(d) Sewer Collection License		3% of Base Salary

(e) Certified Public Works	3% of Base Salary
(f) ASE Certifications (3) Certifications	1% of Base Salary
(6) Certifications	2% of Base Salary
(8) Certifications	3% of Base Salary
(g) HVAC Systems Certification	1% of Base Salary

7. Welder – An additional 2.5% of the base salary will be paid to any employee assigned to serve as the department welder. In order to be assigned, an employee must have completed a certified course of instruction in welding, and be able to demonstrate sufficient skill to meet the requirements of the job. No more than one employee will be assigned as welder at any one time. The welders assignment pay will be paid in 24 equal installments, but will not be calculated as base pay for determining the employee's overtime rate.
8. Employees who were required to obtain a CDL in 1992 as a requirement for continued employment shall be reimbursed \$35.00 each.

ARTICLE XXXIX. SANITARY CONDITIONS

The Employer will maintain a clean and sanitary washroom, having hot and cold running water, toilet facilities, shower stall, and individual lockers. Employees will cooperate in keeping the washroom clean and sanitary and in good working order.

ARTICLE XXXX. PRESERVATION OF RIGHTS

The failure of the Employer or the Union to assert its rights under the Agreement in one instance shall not constitute a waiver of its rights to assert those rights in any other case, and shall not in any way prejudice a party's position in the event of arbitration.

ARTICLE XXXXI. SEPARABILITY AND SAVINGS CLAUSE

1. The Agreement is subject to all applicable laws, regulations, rulings and orders now or hereafter in effect by any commission, agency, or court having jurisdiction. If any provision of this Agreement contravenes the laws or regulations of the United States or the State of New Jersey, such provision shall be superseded or voided by the appropriate provision of such law or regulation.

2. If a provision is voided as set forth above, either party may, within thirty (30) days thereafter, serve upon the other party a written request to negotiate a replacement for the voided provision. The parties shall then enter into immediate negotiation to replace said provision. All other provisions of the Agreement shall remain in full force and effect.

ARTICLE XXXXII - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2008, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS THEREOF, the parties hereto have set their hand and seals this 27th day of September, 2004

THE BOROUGH OF CHATHAM

By: *Richard L. Chhabra*
Mayor

LOCAL UNION NO. 469

affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS OF AMERICA

ATTEST:

Musee Calje
Borough Clerk

By: *Joseph J. ...*

By: *James L. ...*

By: *Pete ...*

By: *George R. ...*

By: _____