

# Labor Agreement

By and Between

Teamster Local Union No. 866  
affiliated with the  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of America

and

The Borough of  
New Providence

January 1, 1996 - to - December 31, 1996

Revised February 21, 1996

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## LABOR AGREEMENT

**THIS AGREEMENT** is entered into on this 12th day of March, 1996  
by and between

**LOCAL UNION NO. 866,**  
affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**  
**CHAUFFEURS, WAREHOUSEMEN and HELPERS OF AMERICA**  
[hereinafter referred to as the "UNION"]

and

**THE BOROUGH OF NEW PROVIDENCE**  
[hereinafter referred to as the "BOROUGH"]

The parties agree that the effective date of this Agreement is January 1, 1996.  
The Borough and the Union agree as follows:

### ARTICLE I

#### RECOGNITION

§1 The Borough recognizes **LOCAL UNION NO. 866**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS OF AMERICA** as the sole and exclusive bargaining agency for all persons employed in each job classification, shown on *Schedule A*, covered by this Agreement 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, police employees, seasonal employees and all other employees excluded by law. For purposes of this Agreement, the term "seasonal employee" shall be defined as employees working less than one hundred twenty (120) calendar days in any calendar year.

§2. All references within this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

## **ARTICLE II**

### **SUPERVISORY and OTHER EXCLUDED PERSONNEL**

§1. At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement except for the purpose of instruction, training and/or in the absence of qualified people. This provision shall not be used to deprive the employees the opportunity to earn wages.

§2. It is understood that seasonal employees, as that term is defined in Article I above, may appropriately perform bargaining unit work if qualified.

## **ARTICLE III**

### **DUES CHECK-OFF**

The Borough agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee certified by the Union as a dues paying member, and transmit same with a list of such employees to the Secretary-Treasurer of Local Union No. 866 within ten (10) working days after the dues are deducted.

After an employee has completed the probationary period of this Agreement, the Borough agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit same as set forth above.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

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

The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

**ARTICLE IV**  
**AGENCY SHOP**

█ Pursuant to the provisions of the *New Jersey Employer-Employee Relations Act*, as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after ninety (90) days of employment, choose not to become members of the Union, shall have deducted from their pay - on a monthly basis - a representation fee of 85% of the dues charged by the Union to its members.

█ Such deduction 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 Borough to the Union at the same time and on the same basis as such payments are made to the Union for members' deductions.

█ The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

**ARTICLE V**  
**PROBATIONARY PERIOD**

§1. █ All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the *Grievance and Arbitration* provisions of this Agreement.

§2. Probationary periods may be extended one additional thirty (30) day period at the request of management if the Borough believes the probationary employee has not shown full and complete aptitude for the job at the end of the initial probationary period.

## **ARTICLE VI**

### **SENIORITY**

*"Seniority"* shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons;

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within the prescribed period upon recall as provided for in the Layoff and Recall provisions of this Agreement;
- (d) Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement;
- (e) Failure to report to work for three consecutive working days without notifying the proper supervisor.

## **ARTICLE VII**

### **PROMOTIONS and DEMOTIONS**

§1. The Borough agrees to fill all job vacancies from the most qualified senior member of the bargaining unit before hiring a new employee.

§2. The Borough shall post all vacancies within the bargaining unit. The Borough shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eight (8) working days. An employee applying for a posted vacancy shall submit a signed application, in writing, to the department head, or his designee, by the deadline. A copy of the signed application shall be given to the applicant upon his submission to bid for the vacant position. The Borough shall notice the name of the job classification, location of assignment and the requirements. The successful qualified bidder shall be placed within the job classification

within sixty (60) calendar days after posting.

§3. (A) Employees have the right to bid laterally within the bargaining unit. Lateral transfers shall be awarded to the most senior qualified employee who bids for the job.

(B) The successful bidder shall receive a trial period without change in compensation of thirty (30) working days on the new assignment.

(C) Such employee shall be compensated retroactively at the rate of pay of the new classification upon satisfactorily completing the trial period.

(D) During the trial period, an employee will be advised of his progress in the presence of the Shop Steward. Any deficiencies in his performance of the new job will be specified and methods for improvement demonstrated to him. If the Borough determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be given to the next qualified bidder. If the employee fails to successfully meet the requirements of the new assignment within the trial period, such employee shall be returned to the classification formally held and shall assume seniority and pay as though the old classification was never left.

§4. In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification. Such demoted employees shall be maintained at the old "high" rate for a period of weeks equal to years of service before being reduced to the rate of pay of the classification demoted to.

## ARTICLE VIII

### LAYOFFS and RECALL

In the event the Borough reduces the work force covered by this Agreement, the following procedure shall apply:

1. Employees shall be laid off in order of the least total employment seniority, regardless of classification. The Borough shall have the right to retain those employees with licenses or critical skills regardless of seniority, until any employee with higher

seniority qualifies.

2. Notice of such layoff will be given at least one calendar month before the scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two years.

4. The Borough shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Borough hire from the open market while any employee has an unexpired term of preference for re-employment and who is ready, willing and able to be re-employed.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

6. Employees must respond within five (5) working days from the date the letter is postmarked or the employee's recall rights will be voided. It is the employee's responsibility to keep the Borough aware of his/her current address.

## ARTICLE IX RATES OF PAY

Employees will be classified in accordance with skills used and shall receive increases in their annual salary as follows:

Effective January 1, 1996, 3.0% on base pay in effect on December 31, 1995. Employees will be paid not less than the minimum for such classification in accordance with the *Table of Job Classification and Rates of Pay* as set forth in *Schedule B*, which is attached here to and made a part hereof.

All employees covered by this Agreement shall receive a one time bonus payment of 1.0% of base pay, effective January 1, 1996 and will not be used in the calculation of hourly or overtime rates.

## ARTICLE X PAY DAY

A. Employees will be paid all earnings by check each bi-weekly period, with the pay day as established by the payroll department.

B. Employees will be paid any overtime earned by the fifteenth (15th) day of each succeeding month.



- C. Employees will be paid during working hours.
- D. When pay day falls on a Holiday, then the preceding day will be pay day.
- E. Vacation pay will be paid on the day prior to the start of the vacation period, upon the request of the individual employee at least four (4) weeks in advance.
- F. The Borough will not release an employee's pay check to a third party without the written authorization of the employee.

## **ARTICLE XI**

### **WORKING AT DIFFERENT RATES**

An employee assigned to a job classification with a higher hourly rate of pay shall be paid the higher hourly rate of pay for the entire day in accordance with the following schedule:

- A. Employees assigned to a job classification with a higher rate of pay for a period of not less than four (4) hours shall be paid the higher rate of pay for the entire day including overtime.
- B. The differential for the higher hourly rate of pay will be paid to the employee so assigned by the end of the succeeding month.

## **ARTICLE XII**

### **LONGEVITY**

Employees are entitled to receive longevity pay for each completed four (4) years employment.

Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, Retirement and Overtime.

Longevity Entitlement is based on each employee's initial date of hire with a maximum of \$2,400.00.

Employees on the payroll prior to January 1, 1996 are entitled to receive longevity pay for each completed four (4) years employment.

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**Example:**

4 years	2%
8 years	4%
12 years	6%
16 years	8%
20 years	10%

Employees hired on or after January 1, 1996 will not be entitled to receive longevity pay.

**ARTICLE XIII**

**HOURS OF WORK**

§1. The normal work week for employees in the Department of Public Works will be eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:00 - 3:30 P.M. Roads, Grounds Maintenance,  
(one-half hour unpaid Waste Water Treatment Plant  
lunch period)

6:00 - 2:30 P.M. Day Time Custodian  
(one-half hour unpaid  
lunch period)

2:00 P.M. - 10:30 P.M. Night Time Custodian  
(one-half hour unpaid  
lunch period)

8:00 A.M. - 4:30 P.M. Engineering Department  
(one-half hour unpaid  
lunch period)

§2. The sweeper schedule will be April 1st to October 15th. Thereafter, the sweeper shall work in accordance with a schedule prepared by the Superintendent of Public Works, which may be required by conditions, law or the desire of the Borough.

§3. A. The Borough shall allow a paid fifteen (15) minute break in the morning and

one in the afternoon.

B. There will be a one-half (1/2) hour unpaid lunch period from Monday through Friday.

C. The Borough agrees to guarantee each full time employee a minimum of eight (8) hour work or pay in lieu thereof, each day, Monday through Friday.

§4 A. The Borough agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof, at the applicable rate of pay, whenever an employee is called to return to work or is called in or required to start work before regular starting time. When an employee is called to return to work, or called in to work, on either a Saturday, Sunday or a Holiday, the employee will be required to perform duties related to the call in or any other assigned duties, for which the employee is qualified, at the discretion of the Borough.

B. The Borough agrees to guarantee an employee a minimum of four (4) hours of pay whenever such employee is called to return to work, or called in to work on either a Saturday, Sunday or Holiday. When an employee is called to return to work, or called in to work on either a Saturday, Sunday or a Holiday, the employee will be required to perform duties related to the call-in or any other assigned duties, for which the employee is qualified, at the discretion of the Borough.

C. The Borough agrees not to require, or in any way solicit, any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

D. The Borough agrees to a shift differential of twenty five cents (\$0.25) per hour for the night time custodian job position.

§5. The Borough agrees to allow an unpaid one-half (1/2) hour meal period and to compensate employees with a meal allowance of six dollars (\$6.00) for overtime work on Saturday or Sunday in excess of four (4) consecutive hours. The performance of paper drive work does not entitle an employee to a meal allowance, and does not count towards computing the foregoing period of four (4) hours. Separate and distinct from the meal allowance provision of Article XIV regarding emergency overtime work, the

performance of overtime work on Saturday or Sunday (other than paper drive) followed immediately by the performance of emergency overtime work, may be combined for the purpose of computing a period in excess of four (4) hours as set forth above.

§6. The Borough agrees to allow an unpaid one-half (1/2) hour meal period plus a six dollar (\$6.00) meal allowance whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each additional four (4) hours of work. Meal periods occurring after ten (10) consecutive hours entitle an employee to a paid lunch period and, thus, a meal allowance of six dollars (\$6.00).

§7. Meal allowance vouchers or authorizations must be signed by the Department Head before being forwarded to the Borough Administrator for payment.

#### **ARTICLE XIV**

##### **SNOW REMOVAL**

Employees performing emergency work such as snow plowing, sanding, flood control, storm damage *etc.*, for more than four (4) consecutive hours outside their normal work day, may take a rest period of one (1) hour after each four (4) hours of such work.

The Borough shall compensate the employee with six dollar (6.00) meal allowance for each rest period.

There shall be an additional fifty cents (\$0.50) per hour snow removal rate.

#### **ARTICLE XV**

##### **PREMIUM PAY**

The Borough agrees to pay one and one-half (1½) times the straight time hourly rate for the following services:

- (1) All hours spent in the service of the Borough in excess of eight (8) hours in a given day or forty (40) hours, in a given week.
- (2) All hours spent in the service of the Borough prior to the scheduled

starting time.

(3) All hours spent in the service of the Borough on a Saturday, Sunday and Holiday except as stated below:

Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Borough when called in to work on Christmas Day, New Years Day and Thanksgiving Day.

(4) Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each job classification, provided the employee is qualified to perform the overtime assignment.

(5) It is the employee's responsibility to leave a telephone number where he/she can be contacted.

(6) A list shall be posted on the overtime worked and refused by each employee for the purpose of equalizing overtime.

(7) There shall be no mandatory stand-by, but all available employees shall make every effort to work emergency overtime when requested unless excused by the Borough.

## ARTICLE XVI

### HOLIDAYS

The Borough agrees to pay each employee eight (8) hours pay without working for each of the following Holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Day  
Good Friday

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Any Holiday which falls on Saturday shall be celebrated on the preceding Friday.  
Any Holiday which falls on Sunday shall be celebrated on the following Sunday.

## ARTICLE XVII

### PERSONAL DAYS OF ABSENCE

- §1. Employees on the payroll prior to January 1, 1996 will be granted five (5) personal days of absence with pay in a calendar year. Employees hired after January 1, 1996 will be granted three (3) personal days of absence with pay in a calendar year.
- §2. Any unused Personal Days may be carried over into the next year and used as vacation.
- §3. Requests for Personal Days shall be made to the Department Head at least twenty-four (24) hours in advance, except in emergencies. Such requests shall be granted or denied by the Department Head, taking into consideration the needs of the department.

## ARTICLE XVIII

### SICK TIME - SERVICE CREDIT FOR SICK LEAVE

#### A. AMOUNT OF SICK TIME

- §1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month up to a maximum of ten (10) during the first calendar year of employment after initial employment and fifteen (15) working days in every calendar thereafter, to a maximum of one hundred forty-five (145) days.
- §2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes, to the stated maximum.
- §3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.
- §4. An employee who leaves the Borough's employ after having utilized more than his

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pro rata share of paid sick days for the year in question, shall pay back to the Borough the amount used in excess of his share, by way of deduction from his last pay check.

**B. VERIFICATION OF SICK LEAVE**

§1. An employee who shall be absent on sick leave for more than three (3) days due to illness, injury, or disability, or who evidences a pattern of illness, shall furnish an appropriate physician's statement to the Borough (upon the Borough's request) including a description of the ailment, its prognosis and the date of return to work, and the ability of the employee to perform his/her normal duties. The Borough reserves the right to send the employee to its own physician.

§2. In case of leave of absence due to the exposure to contagious disease, a certificate from the Department of Health shall be required.

§3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough at the Borough's expense. Such an examination shall establish whether the employee is capable of performing his normal duties and that his return will jeopardize the health of other employees

§4. The Union agrees to cooperate with the Borough in reducing absenteeism to as low a rate as possible.

**ARTICLE XIX**

**VACATIONS**

§1. Vacation entitlement shall be based on the employee's anniversary date of employment.

§2. Vacation pay shall be based on an employee's forty (40) hours straight time.

§3. Total Employment Seniority and Vacation Entitlement.

Total Employment Seniority

One (1) Year Service  
At least five (5) years but less than ten (10) Years Service  
Ten (10) Years Service  
At least fifteen (15) years but less than twenty (20) years  
Twenty (20) Years Service

Vacation Entitlement

Two (2) Weeks  
Two (2) Weeks plus (1) day  
Three (3) Weeks  
Three (3) calendar Weeks plus two (2) days  
Four (4) Weeks

§4. Vacations may be scheduled throughout the calendar year. Employees may schedule one (1) week of vacation in single day periods.

§5. Vacations schedules shall be posted by April 15th each year.

§6. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

§7. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

§8. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be cancelled and rescheduled at the employee's request. The Borough may request proof sustaining death or disability.

§9. An employee may request vacation days in either units of a single day or in one-half (1/2) day increments subject to prior approval of the Department Head, provided that a written request is made at least twenty-four (24) hours ahead of the day on which the single day or one-half (1/2) day of vacation is to be taken.

**ARTICLE XX**

**HEALTH CARE INSURANCE PROGRAM**

§1. The Borough shall provide each employee the following Health Care Insurance with dependent coverage:

Comprehensive Health Insurance, Comprehensive Surgical Insurance, Diagnostic Insurance, Major Medical and Dental,

For employees only, seventy five (\$75.00) per year towards eye exams, lenses, frames or contact lenses with a receipt.



The Borough shall pay the full cost for the above described Health Care Insurance Program for full-time employees who have been employed by the Borough for at least six (6) months, including a family plan if so desired. Coverage for new employees shall be effective the first day of the month following said initial six (6) months of employment with the Borough.

§2. When an employee is terminated, laid off or recalled to work, the Borough will be required to pay the full amount of coverage for any part of the month for which the employee works.

§3. The Borough reserves the right to change insurance carriers or change insurance coverage as long as benefits are provided and they are equal to or the same. Such change will require forty-five (45) days advance notice to the Union.

§4. The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.

§5. The Borough will provide Hospitalization upon retirement (as defined by PERS) in accordance with the following criteria. A combination of age at retirement and a minimum of fifteen (15) years service with the Borough, will be the basis for determining eligibility and length of coverage.

#### Age Determination:

The number of points an employee earns for age will be calculated by year of retirement less year of birth up to a maximum of sixty five points.

#### Service Determination:

The number of points an employee earns for service will be calculated as one per year for each year of service.

#### Physical Disability Retirement

In the event an employee retires due to physical disability, said employee could earn additional points for age up to a maximum of ten points or a total age points of sixty-five.

#### Length of Coverage:

A) In the event an employee has earned less than a minimum of eighty points, the Borough will provide hospitalization up to a cumulative cost of up to a cumulative cost of \$5,000. per employee.

B) In the event an employee has earned a minimum of eighty points, the Borough

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will provide hospitalization up to a cumulative cost of \$10,000. per employee.

§6. Notwithstanding the above provisions, or any other provisions of this agreement, if the Borough negotiates health insurance cost containment with the P.B.A., the borough shall have the right to reopen negotiations with the Union regarding such cost containment provisions. Should negotiations be reopen, it is understood that neither party is obligated to agree to the other party's's proposal.

## ARTICLE XXI

### UNIFORMS

§1. The Borough shall provide and maintain at no cost to the employee the following uniforms:

#### Summer

3 pairs of Pants

5 T-shirts

1 Windbreaker

3 Button-Down

Short Sleeve Shirts

#### Winter

3 Pairs of Pants

3 Pullovers (Sweat Shirt Type)

1 Winter Coat

1 Winter Hat

3 Button-Down Long Sleeve Shirts

§2. The Borough shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

Safety glasses, gloves, safety hat, flashlight, rain suit, and a shoe allowance, not to exceed the sum of one hundred fifty (\$150) dollars per year (employee to provide receipts) and a pair of boots.

§3. The Borough shall replace uniforms, protective clothing and other issued equipment on fair, wear and tear basis.

The uniforms shall be green in color and 100% cotton except Winter pants.

## ARTICLE XXII

### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the *Universal Military Training and Service Act* and amendments thereto, shall be granted all rights and privileges provided by the Act.

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Upon return from military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

## **ARTICLE XXIII**

### **JURY DUTY**

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

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Employees must furnish their jury Duty number to the Borough, with employees returning any fees received to the Borough.

## ARTICLE XXIV

### SUSPENSION OR REVOCATION OF LICENSE

#### A. Weight and Size Penalties

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

#### B. Special Licenses

The Borough agrees to reimburse the employee for the initial application fee and/or renewal of any special license that an employee is required by law to have in the performance of the duties and responsibilities covered by his job classification and shall reimburse for the differential between the fee for a standard New Jersey driver's license and any special driver's license that an employee is required to have in the performance of the duties and responsibilities covered by the employee's job.

#### C. Notification of Suspension

In the event an employee shall fail to renew or suffer a suspension or revocation of his/her standard New Jersey Driver's License and/or other special license caused by violation of traffic regulations or other infraction, the employee must make this fact known to the Borough at the time of the occurrence or within twenty-four (24) hours. Failure to do so may result in disciplinary action.

## ARTICLE XXV

### SEPARATION OF EMPLOYMENT

Upon discharge, the Borough shall immediately pay all monies including pro-rata vacation pay to the employee.

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

## ARTICLE XXVI

### SANITARY CONDITIONS

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

## ARTICLE XXVII

### COMPENSATION CLAIMS

The Borough agrees to cooperate toward the prompt settlement of employees on-the-job injury when such claims are due and owing as required by law. The Borough shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the Borough shall pay such employee guarantee wages, for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee of that day. An employee who has returned to regular duties after sustaining a compensable injury, who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive regular hourly rate of pay for such time.

**ARTICLE XVIII**  
**JOB STEWARDS**

The Borough recognizes the right of the Union to designate job stewards and alternates.

The authority of the job stewards and alternates so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (2) The collection of initiation fees when authorized by appropriate local union action;
- (3) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information -
  - (a) been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the Borough's business.
- (4) Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Borough's business.
- (5) The Borough recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Borough, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken strike action, slow down, or work stoppage in violation of this Agreement.
- (6) Stewards shall be permitted to investigate, present and process grievances on or off the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

## ARTICLE XXIX

### DISCHARGE OR SUSPENSION

The Borough shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Borough must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the Borough must give at least one (1) warning notice of a specific complaint against such employee in writing and a copy of the same to the Union and Shop Steward, unless the conduct of the employee is egregious and/or creates a danger to person or property. The written notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of occurrence upon which the complaint and any warning notice are based.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and, as soon thereafter as it is practicable to do so, a conference held between the Union and the Borough for the purpose of reviewing the matter.

A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge or suspension. The appeal shall be heard with *Step 2* of the *Grievance and Arbitration* provision of this Agreement.

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

**ARTICLE XXX**  
**UNION BULLETIN BOARD**

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

**ARTICLE XXXI**  
**NON - DISCRIMINATION**

The Borough and Union agree not to discriminate against any individual with respect to hiring, compensation and any other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age. nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Whenever any words used in this agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

**ARTICLE XXXII**  
**SUBCONTRACTING**

It shall be within the discretion of the Borough to subcontract work provided that the Borough shall not subcontract in bad faith for the sole purpose of laying off public employees or substituting private workers for public workers.

**ARTICLE XXXIII**  
**SAFETY**

- §1. The Borough 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 Employer any unsafe or hazardous conditions, accident or injury.



§3. The Borough shall not require an employee to work under conditions which subject him to risk of serious bodily harm in violation of state and federal law.

§4. If an employee believes that he is assigned an unsafe job (as set forth above), he shall inform his supervisor. The supervisor shall determine that:

- (a) the work is safe; or
- (b) how the work can be performed safely; or
- (c) the work should be stopped.

#### **ARTICLE XXXIV**

##### **NOTIFICATION TO THE UNION**

The Borough will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges.

The Borough will notify the Union in writing prior to a layoff.

The Borough will provide the Union with an updated list of covered employees showing name, address, classification, social security number and rate of pay.

The Borough will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Borough will notify the Union within one (1) week of any new hires.

#### **ARTICLE XXXV**

##### **INSPECTION PRIVILEGES**

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

## ARTICLE XXXVI

### GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute.

Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the supervisor. Employees shall have the right to have the Union representative present during discussion of any grievance with representatives of the Borough.

Any grievance arising between the Borough and the Union or any employee(s) represented by the Union shall be settled in the following manner:

**Step 1** The aggrieved employee or employees must present the grievance to the First Line Supervisor through the Shop Steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of the Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to *Step 2*.

**Step 2** The Union Business Representative shall then take the matter up with the Borough Administrator or his designee. A decision must be made within five (5) working days.

**Step 3** If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Board of Mediation for arbitration. After the Board submits a list of Arbitrators to the Union and the Borough, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on

all parties and employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Borough and the Union.

The Local Union, or its representative, shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

The procedures set forth herein may be invoked only by an authorized representative of the Borough and the Union.

If the Borough fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal actions to enforce compliances.

## **ARTICLE XXXVII**

### **MANAGEMENT**

The Borough shall retain all rights of management resulting from ownership or pertaining to its operation, except as such right are limited or modified by the provisions of this Agreement.

## **ARTICLE XXXVIII**

### **SEPARABILITY and SAVINGS CLAUSE**

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

affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either the Borough or the Union for the purpose of arriving at a mutually satisfactory replacement for such Articles or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the state written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

#### ARTICLE XXXIX

##### FULLY BARGAINED PROVISION

During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. The Agreement incorporates all rights and obligations assumed by each party and granted through process and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for the duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Relations Commission.

## ARTICLE XL

### MISUSE OF BOROUGH PROPERTY

Any use of Borough equipment for personal or for hire shall make an employee subject to discipline.

In the event a union member is involved in an accidents which results in the damage to Borough property, a full investigation will be conducted. In the event if a finding of negligence, an employee is subject to discipline.

Any employee found with alcoholic beverages or controlled dangerous substances in their possession during working hours shall be subject to discipline.

## ARTICLE XLI

### OTHER CONDITIONS

#### §I. Manning.

Subject to management's non-reviewable discretion, the following applies -

a. When snow plowing or sanding, two (2) men on truck if practical.

b. Sewer jet - three (3) men on job.

Wages shall be retroactive to January 1, 1996.

## ARTICLE XLII

### NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the employer's business, and the Employer agrees that it will not lock out its employees during the term of this Agreement.

Revised February 28, 1996

**ARTICLE XLIII**

**DRUG/ALCOHOL - FREE WORKPLACE**

The parties agree to comply with all Federal, State laws and the municipal drug policy adopted by Resolution 96-30 adopted January 15, 1996.

**ARTICLE XLIV**

**TERMINATION CLAUSE**

This Agreement shall be in full force and effect from January 1, 1996 to and including December 31, 1996, 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 date of termination.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 6th day of may, 1996, to be retroactively effective to January 1, 1996.

**BOROUGH OF NEW PROVIDENCE**

**TEAMSTER LOCAL 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America**

By: Harold Weideli, Jr.  
Harold Weideli, Jr., Mayor

By: Donald P. Uherich

By: Robert Johnson

Attest: Wendi B. Barry  
Wendi B. Barry, Borough Clerk

By: Harold Weideli, Jr.

Revised February 28, 1996

**LETTER OF UNDERSTANDING**

**IT IS UNDERSTOOD** that in the event the Borough creates a Foreman position, such position will be included in the Bargaining Unit. It is also understood that the Assistant Foreman position is included in the Bargaining Unit.

**BOROUGH OF NEW PROVIDENCE  
NEW PROVIDENCE**

**TEAMSTER LOCAL 866, affiliated with  
the International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of  
America**

By: Harold Weideli, Jr.  
Harold Weideli, Jr., Mayor

By: Donald P. Ykerach

By: Robert Johnson

Attest: Wendi B. Barry  
Wendi B. Barry, Borough Clerk

By: Harold Weideli, Jr.

*Schedule A*

*Position Classifications*

**Senior Technical Assistant**

**Road Personnel**

**Equipment / Sweeper Operator**

**Chief Mechanic**

**Mechanic**

**Foreman - Currently Not Active<sup>1</sup>**

**Assistant Foreman - Streets and Roads Division**

**Assistant Foreman - Building and Grounds Division**

**Assistant Plant Operator**

**Second Plant Operator**

**Third Plant Operator**

**Building Custodian - Day Shift**

**Building Custodian - Night Shift**

**Grounds Maintenance Personnel**

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<sup>1</sup> Position shown at request of Union. Borough does not imply by listing it that it has any intention to create such a position.



Schedule B  
Borough of New Providence Salary Scale for IBT Local 866 Personnel

1996 Salary Scale

<i>Position</i>	<i>Minimum</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>Maximum</i>
Sr. Technical Assistant	35,683	37,254	38,899	40,600	42,382	44,248
Road Personnel	28,600	29,918	31,447	32,968	34,563	36,225
Equipment Operator	30,048	31,365	32,763	34,221	35,693	37,262
Chief Mechanic	35,987	37,581	39,216	40,959	42,750	44,657
Mechanic	30,819	32,175	33,606	35,080	36,617	38,229
Assistant Foreman Streets & Roads	34,310	35,779	37,369	39,038	40,754	42,521
Assistant Foreman Building & Grounds	34,310	35,779	37,369	39,038	40,754	42,521
Assistant Plant Operator	35,987	37,581	39,216	40,959	42,750	44,657
Second Plant Operator	31,685	33,084	34,539	36,051	37,637	39,299
Third Plant Operator	30,048	31,365	32,763	34,221	35,693	37,262
Building Custodian Day Shift	28,600	29,919	31,447	32,968	34,564	36,225
Building Custodian Night Shift	29,203	30,523	32,049	33,571	35,166	36,826
Grounds Maintenance Personnel	28,600	29,918	31,447	32,968	34,564	36,225

Revised February 28, 1996

**ARTICLE XLIII**

**DRUG/ALCOHOL - FREE WORKPLACE**

The parties agree to comply with all Federal, State laws and the municipal drug policy adopted by Resolution 96-30 adopted January 15, 1996 and approved in a letter of understanding which will be made part of this contract no later than forty-five (45) days of signing of this document,

**ADDENDUM TO LABOR AGREEMENT BY AND BETWEEN  
THE BOROUGH OF NEW PROVIDENCE and TEAMSTERS  
LOCAL UNION NO. 866**

**JANUARY 1, 1996 - DECEMBER 31, 1996**

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**WHEREAS, the parties hereto have negotiated and approved a Labor Agreement for the year 1996; and**

**WHEREAS, the parties have agreed that said Agreement shall include a Drug and Alcohol Policy, except that the specific language has not been agreed to; and**

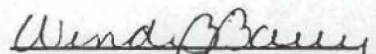
**WHEREAS, the parties desire to execute the Labor Agreement with the understanding that the Drug and Alcohol Policy will be incorporated therein at a later date.**

**NOW, THEREFORE, the Borough of New Providence and Local 866 hereby agree that the Labor Agreement shall be executed without the Drug and Alcohol Policy, but that the parties shall negotiate the language for such Drug and Alcohol Policy and hereby agree to incorporate such policy into the Labor Agreement within forty-five (45) days from the date hereof.**

**ATTEST:**

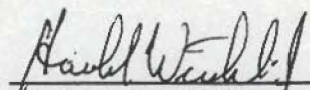
**Dated:**

**BOROUGH OF NEW PROVIDENCE**

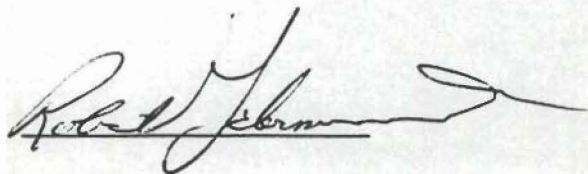
  
**WENDI BARRY, CLERK**

**5/6/96**

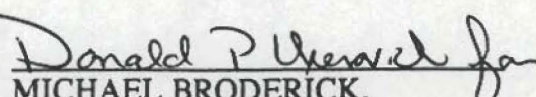
**By:**

  
**HAROLD WEIDEL, JR., MAYOR**

**TEAMSTERS LOCAL UNION 866**



**By:**

  
**MICHAEL BRODERICK,  
SECRETARY/TREASURER**