

AGREEMENT  
BETWEEN  
BOROUGH OF LINCOLN PARK  
MORRIS COUNTY, NEW JERSEY  
AND  
LOCAL 560, INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
"D.P.W. & TELECOMMUNICATIONS PERSONNEL"

For the term of:  
JANUARY 1, 2022-DECEMBER 31, 2026



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## AGREEMENT

By this Agreement, made this 20<sup>th</sup> day of June, 2022, by and between the BOROUGH OF LINCOLN PARK (hereinafter referred to as "Borough") and the LOCAL 560, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "UNION"), which has as its purpose the promotion of harmonious relations between the Borough and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, the parties hereto mutually agree as follows:

### ARTICLE 1 RECOGNITION

The following shall be excluded from the bargaining unit: (a) all professional, managerial and supervisory staff, (b) all confidential, seasonal, police, school crossing guard or temporary employees, and (c) all workers hired and funded on a joint cooperative basis with another unit of government.

The following titles are included in and covered by this Collective Bargaining Agreement:

- Building Maintenance Worker (00929)
- Laborer 1 (02248)
- Laborer 2 (06634)
- Laborer 3 (06633)
- Maintenance Supervisor Grounds (06731)
- Mechanic (02434)
- Public Works Repairer (02935)
- Sewer Repairer Supervisor (06702)
- Senior Public Works Repairer (03541)<sup>1</sup>
- Supervisor of Garage Services (04019)
- Supervisor Recycling Operations (07723)
- Supervisor Public Works (06650)
- Water Repair Supervisor (06661)

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<sup>1</sup> Upon the retirement or promotion of the last employee in this position as of June 20, 2022, this position shall be deemed to deleted from the Collective Bargaining Agreement.

Public Safety Telecommunicator (01296)  
Public Safety Communicator Trainee (06229)  
Senior Public Safety Telecommunicator (03262)

**ARTICLE 2**

**DISCRIMINATION AND COERCION**

Neither the Borough, nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his/her Union membership or non-membership or his/her participation or non-participation in Union activities. Neither the Borough nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age, sexual orientation, or physical disability (unless based on a bona fide job requirement).

**ARTICLE 3**

**UNION SECURITY/UNION DUES**

Section 1. Subject to each and every employee's right under State and Federal law, the parties acknowledge their respective obligations set forth in the New Jersey Workplace Democracy Enhancement Act and all governing Federal and State Law, and agree to abide by such obligations. All employees of the Borough covered by this Agreement who are members of the Union, and in-standing on the effective date this Agreement, shall remain members in good standing. All employees covered by this Agreement and hired on or after its effective date shall on the 30<sup>th</sup> day following the beginning such employment, subject to each and every employee's rights under State and Federal law, may become and remain members. An employee may terminate his/her dues deduction in writing to the Union and Borough in accordance with State Law. The Borough shall cease deducting dues for said employee as of January 1, or July 1 next succeeding the date on which the notice of termination was filed by said employee.

Section 2. Union Dues

The Employer agrees to deduct all initiation fees and membership dues from the wages of employees who are covered by this Agreement, provided that the Employer receives a written individual authorization signed by the employee authorizing such deductions. Employees who previously authorized or has previously had such deductions taken out shall not be required to submit a new written assignment/authorization.

1. Each month, the Union will provide the Borough with check off remittance form listing all current members for whom dues deductions are to be made.
2. The biweekly dues deduction from the Borough shall be remitted to the Union monthly, within fifteen (15) days of the conclusion of the second pay period.

3. The Union agrees to indemnify and hold the Employer harmless against all and any claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon an individual authorization furnished to the Employer by the Union or by the reason of the Employer's compliance with the provision of this Article.

4. The sole authorized representative of the Union for the purpose of certifying the amount of any change in monthly dues or initiation fees or assessments to be deducted by the Employer shall be the Secretary/Treasurer as set forth under the Constitution and By-Laws of Local 560. The Employer will continue to deduct dues and initiation fees at the rate enforced on the effective date of this Agreement until officially notified of any change.

5. All vacant positions covered by this Agreement shall be posted internally giving employees five (5) working days to apply for such openings.

6. Payroll division is to notify Union of all new hires and titles (plus promotional) upon notification from Administrator's office.

#### ARTICLE 4 MANAGEMENT RIGHTS

A. In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to signing of the Agreement. In accordance with Civil Service Rules and Regulations, except where expressly modified by the Agreement, the Borough's prerogatives included the following rights without the limit of the foregoing.

1. To manage and administer the affairs and operations of the Borough; and
2. To direct the Borough's working forces and operations; and
3. To hire, promote and assign employees; and
4. To demote, suspend, discharge or otherwise discipline employees; and
5. To maintain efficiency of the Borough's operations; and
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted; and
7. To discharge employees from duties because of lack of work or for other legitimate reasons, such layoff to be made in accordance with Civil Service Regulations; and
8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed; and
9. To take whatever actions may be necessary to carry out the responsibilities of the Borough; and
10. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and
11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government.



B. With respect to Paragraph A above, the Borough's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of the Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to or restrict the Borough in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

D. The Union hereby acknowledges that the Borough being a public agency is free to use Union or non-union contractors and sub-contractors without interference from the Union, its officers or its members. Further, the Borough shall have the right, at its sole discretion, to apportion work by subcontract or other similar means, as it may see fit, in order that the services to be performed by the Borough may be carried out for the benefit of the public.

## ARTICLE 5 GRIEVANCE PROCEDURE

**Section 1.** The word "grievance" used in this Agreement is limited to a complaint which involves the interpretation and/or application or violation of a provision of this Agreement only. There shall be no stoppage or slowdown of work or lock-out on account of such grievance, or for any other reason during the term of this Agreement.

**Section 2.** All employees will obey a direct order from supervisors and if they believe the order was wrongly given will grieve. Any employee who tries to reverse this procedure will be subject to progressive discipline unless physical harm or injury will result in following such order.

**Section 3.** Any employee having a grievance or complaint arising directly under this Agreement shall, within ten (10) calendar days following knowledge of the act causing the complaint, discuss the matter with his or her Department Head. A union steward may be present at any and all discussions described in this Section upon the request member. If the complaint is not resolved at this stage, it shall be handled as set forth in Section 4.

### **Section 4. Grievance Procedure**

Step 1. If the employee desires to submit his/her complaint as a grievance, it shall be reduced to writing, signed by the aggrieved employee and presented to the Department Head within five (5) working days following the meeting set forth in Section 3 of this Article. Any complaint not presented within five (5) working days following the meeting set forth in Section 3 shall be deemed resolved to the satisfaction of the complaining employee. A separate written



grievance must be submitted covering each complaint, unless the grievance arises from a single or common event in which case one grievance may be submitted. Employees who have the same complaint may file a single joint grievance. The Borough reserves the right to reject a joint grievance and require each Employee to file their own separate grievance. In order to expedite disposition of the grievance, the written grievance shall clearly state the following:

1. Nature of the grievance and/or the Article or Section of this Agreement alleged to have been violated.
2. Time and date of the alleged violation, as precisely as possible.
3. Effect of the alleged violation on the signer or signers of the grievance and the adjustment sought.

The Department Head shall answer in writing such grievance within five (5) calendar days after receiving the grievance or concluding discussions thereof with the Union, whichever comes later.

Step 2. If the grievance is not resolved at Step 1 above, then, within five (5) calendar days after notification in writing to the Union, the Union may request that the Borough Administrator meet with a Union appointed grievance representative within five (5) working days thereafter to discuss and attempt to resolve the grievance. The Borough Administrator shall have ten (10) calendar days from the date of this meeting to issue his written decision on the grievance.

Step 3. If the grievance is not resolved in Step 2 within five (5) calendar days after receiving the Borough Administrator's written decision, either party may file within twenty (20) working days for binding arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey State Board of Mediation.

(a) The arbitrator shall be bound by the provisions of this Agreement. The arbitrators shall not have the authority to add to, modify, or in any way alter the provisions of this Agreement.

(b) The cost of services of the arbitrator shall be borne equally by the parties. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring such expense.

(c) The arbitrator shall render his opinion and award within thirty (30) calendar days after the conclusion of the hearing, unless otherwise agreed by the parties. The award of the arbitrator shall be final and binding on the parties.

Any grievance which is not processed or submitted to arbitration within the time limitations set forth in Step 2 and/or 3 of this Section 4 of this Article, shall be deemed to be abandoned by the party raising such grievance.

**Section 5: Scheduling of Conferences, Meetings and Hearings.**

Grievance and arbitration conferences, meetings and hearings shall be held at mutually acceptable times and places, provided that such conferences, meetings and hearings shall be scheduled after an employee's regular working hours whenever reasonably possible. The individual grievant may have, if he chooses, an employee representative from the Union to assist in the resolution of the grievance at such conferences, meetings and hearings. In the event such conferences, meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating. Requests for employee representatives and witnesses shall be made to the Borough Administrator in writing by no later than three (3) days prior to the date of hearing

**ARTICLE 6**  
**DISCIPLINE**

**Section 1.** Discharge or suspension of an employee must be for just cause, and written notice of such discharge or suspension must be given by the Borough to the employee, and a copy of such written notice provided simultaneously provided to the Local Union via fax or email as directed by the Union. The Borough will not discharge or suspend an employee unless progressive discipline as set forth below has been adhered to. Written warning notice against an employee will be provided to the employee with a shop steward present if requested by the employee.

**Section 2.** Progressive Discipline (Minor Discipline Matters Only)

Step 1: Verbal Warning documented in personnel file

Step 2: Written Warning

Step 3: Suspension- 1 -3 days depending on nature of violation and previous similar violations

Step 4: Suspension- 4-5 days depending on the nature of violation and previous similar violations

Step 5: Subject to discharge

Major Discipline;

Nothing herein shall preclude the Borough from disciplining an employee as permitted under N.J.A.C. 4A:2-2.2(a) for major discipline which shall include: 1. Removal; 2. Disciplinary demotion; and 3. Suspension or fine for more than five working days at any one time."

Suspension may occur with or without pay.

**Section 3.** All discipline shall be issued to employees within ten (10) calendar days of the Borough becoming aware, or should have reasonable become aware, of the incident. With the exception of Major Discipline, failure to issue discipline within the above-mentioned time frame shall forfeit imposition of any discipline related to such incident.

**ARTICLE 7**  
**NO-STRIKE PLEDGE**



A. The Union covenants and agrees that during the term of this Agreement neither the Union, its officers or members, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., either the concerted or planned failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent any strike, work stoppage, slow-down, walkout or other job action against the Borough. In the event that any of the employees violate the provisions of this Article, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Borough, and use every means at its disposal to influence the employees to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

E. The Borough shall not "lock out" members of the bargaining unit on a concerted or discriminatory basis, as a means of bringing them to accept the Borough's terms.

**ARTICLE 8**  
**PROBATION PERIOD**

All new and promoted employees shall serve a probationary period according to applicable Civil Service Rules and regulations for the State of New Jersey, as revised.

**ARTICLE 9**  
**SENIORITY**

Seniority, which is defined as continuous employment with the Borough from date of last hire, will be given due consideration by the Borough under the following circumstances:

A. The most senior employee shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the Borough.

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- B. On promotions in the unclassified service where two candidates' ability, past performance, experience, qualifications, education, aptitude, and other job requirements or qualifying criteria are equal, the most senior employee shall be promoted.

ARTICLE 10  
WAGES

See salary guide attached as Exhibit A.

All provisions of this Agreement, including payment of salary step increases, will continue in effect until a successor Agreement is negotiated.

Payroll shall be paid every two (2) weeks commencing with the earliest possible date of implementation.

ARTICLE 11  
HOLIDAYS

DPW Employees hired on or before June 20, 2022 shall be entitled to fourteen (14) off-duty days per annum during the term of this Agreement, which shall be the equivalent to Holidays. The off-duty time for holidays shall be in accordance with a schedule established or approved by the Borough Administrator. The designated holidays are:

New Year's Day	Day after Thanksgiving
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Two Floating Days
Labor Day	

DPW employees hired after June 20, 2022 shall be entitled to twelve (12) off-duty days per annum during the term of this Agreement, which shall be equivalent to Holidays. The off-duty time for holidays shall be in accordance with a schedule established or approved by the Borough Administrator. For all employees hired after June 20, 2022, such employees will have the below referenced holidays and no floating holidays. The designated holidays are:

New Year's Day	Washington's Birthday
Martin Luther King's Birthday	Good Friday

Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Labor Day	Christmas Eve Day
Day after Thanksgiving	Christmas Day

Additional holidays may be designated at the direction of the Borough Council. In the event that a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that a holiday falls on a Sunday, the holiday shall be observed on the following Monday. In the event that Christmas or New Year's Day falls on a Saturday then the Friday and Saturday are recognized as holidays. If Christmas or New Year's Day falls on a Sunday then the Sunday and the following Monday are recognized as holidays.

Telecommunicators shall be entitled to one hundred and twelve (112) hours of Paid Time Off ("PTO") in lieu of Holidays. Dispatchers hired after June 20, 2022 shall be entitled to ninety-six (96) hours of PTO in lieu of Holidays annually. All PTO must be utilized annually and many not be banked or carried into any subsequent year. In any dispatcher's final year of employment such PTO shall be prorated to the last day of employment.

**ARTICLE 12**  
**LONGEVITY**

Effective in 1991, employees, working 20 or more hours per week, shall be entitled to longevity computed upon base pay in accordance with the following schedule:

- 1-5 years - No compensation
- 6-10 years - Three percent (3%) of base salary
- 11-15 years - Four percent (4%) of base salary
- 16 plus years - Five percent (5%) of base salary

During initial year of eligibility (start of the 6th year of employment), longevity pay will be prorated from the employee's anniversary date to the end of the year. The longevity will be paid in a lump sum on or before November 15th, of each year.

Effective January 1, 1999 new employees shall not be entitled to any longevity.

**ARTICLE 13**  
**VACATION**

A. The annual vacation leave with pay for members of the bargaining unit hired on or before June 20, 2022 shall be earned at the following rate:

DPW and Public Safety Telecommunicators

1st year*	96 hours (8 hours for each completed month of service)
2 — 5 years	112 hours
6-10 years	136 hours
11-15 years	152 hours
16-20 years	168 hours
20+ years	192 hours

B. The annual vacation leave with pay for members of the bargaining unit hired after June 20, 2022 shall be earned at the following rate:

DPW and Public Safety Telecommunicators

1 <sup>st</sup> year*	96 hours (8 hours for each completed month of service)
2 — 6 years	104 hours
7-11 years	128 hours
12-16 years	144 hours
17-21 years	160 hours
22+ years	176 hours

\*In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each complete month of service.

For the purpose of this Article, each “year of service” shall mean each anniversary year worked. Regularly appointed part-time employees shall receive vacation credit allowance proportionate to number of hours worked.

C. An employee will not be granted vacation leave during the initial three (3) months of employment but such period may be credited towards annual vacation allowance.

D. Eligibility for additional vacation hours based upon length of service shall vest at time of an employee’s anniversary date. However, such additional vacation hours may be utilized as of January 1, in any calendar year in which an employee shall become so eligible.

E. A DPW or Public Safety Telecommunicator employee may request approval to carry over to the year immediately succeeding not more than eighty (80) vacation hours. A No such carry over shall be approved without the prior written consent of the Department Head and the Borough Administrator.

F. Except in the case of retirement (as specified in Section G) or termination resulting from moral turpitude, an employee who is terminated or who voluntarily terminates his/her employment, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.

G. If at any time during a calendar year an employee retires after twenty-five (25) years or more of employment, they shall be entitled to pro-rated vacation allowance during the

last year of employment. If an employee attends any retirement conference and then retires within the next year, the day would be paid back.

H. Vacation leave for members may be taken in segments of at least one (1) hour upon approval by the Department Head, and shall not be unreasonably denied.

I. Where a conflict of vacation schedules among employees occur, the most senior employee shall have preference.

J. If upon termination from the Borough's service, an employee has used more paid vacation leave than that to which he is entitled under this Article, he shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of paid vacation leave taken in excess of the number of paid vacation leave days to which he is entitled. For purposes of computing such entitlement, vacation allowance for the current year shall be pro-rated upon the number of months worked in the calendar year in which the termination from service becomes effective, and any paid vacation leave which may have been carried over from the preceding calendar year pursuant to paragraph C & D above.

K. The Borough may "buy back" unused vacation hours at the employee's regular rate of pay provided that the said employee requests same in writing and such request is approved by the Administrator no later than December 1 in the year the vacation hours are earned.

#### ARTICLE 14 SICK LEAVE

The provisions of this Article shall be administered in accordance with the New Jersey Family Leave Act and the Family and Medical Leave Act, and the New Jersey Earned Sick Leave Law.

##### A. Credit for Sick Leave:

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

2. Such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness, unless otherwise permitted by law.

##### B. Amount of Sick Leave:

Sick leave shall accrue to each full-time DPW and Public Safety Telecommunicator employee on the basis of eight (8) hours per month during the remainder of the first calendar year after initial date of appointment .

Thereafter, each full-time DPW and Public Safety Telecommunicator employee shall be entitled to compensable sick leave of 120 hours per calendar year, and any amount of sick leave allowance not used in any calendar year shall accumulate to an employee's credit from year to year to be used only if and when needed for such purpose.

Sick leave for members may be taken in segments of at least one (1) hour upon approval by the Department Head, and shall not be unreasonably denied.

C. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for three (3) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a) An employee who has been absent on sick leave unverified by a physician, for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring repeated absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require proof of illness of a member on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

3. The Department Head or his designee may conduct a home visit of an employee who has used four (4) or more consecutive sick days.

4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health and/or physician and/or laboratory test result shall be required by the Borough.

5. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

6. A doctor's note will be required on return to work for all sick days used on the day before and the day after all recognized Borough holidays.

D. Reporting of Absence of Sick Leave:

If an employee is absent for reasons that entitle him to such leave, his/her supervisor shall be notified prior to the employee's starting time wherever possible:

1. Failure to notify his/her supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Sick Leave Compensation:

At retirement in good standing following twenty-five (25) or more total years of service in good standing with the Borough, DPW and Public Safety Telecommunicator employees will be compensated for unused accumulated sick leave not to exceed, however, One Thousand Six hundred Eighty hours (1,680 hours) based upon the individuals rate of pay at the year of retirement provided that sick leave shall be paid on the basis of one (1) paid day for every two (2) sick days accumulated and in no event shall such compensation exceed the sum of \$15,000.00 or the maximum amount permitted by law.

Employee will be required to give notice of retirement to the Administrator by December 1st of preceding year for budgetary purposes.

F. Sick Leave Incentive Plan:

DPW and Public Safety Telecommunicators

1. 0 sick hours taken in calendar year \$1,000.00
2. 1 hour up to 24 hour sick hours taken in calendar year \$750.00
3. 25 up to 40 sick hours taken in calendar year \$500.00

Payments to be made by January 31 of the following fiscal year.

The Union agrees to cooperate fully in minimizing sick leave taken and eliminate any abuses called to its attention.

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

- A. All members working a-typical 5 days on/2 days off schedule shall be entitled to 40 hours off with pay on the days immediately following the death of an immediate family member. All members working the Pitman Schedule shall be entitled to 48 hours off with pay on the days immediately following the death of an immediate family member.
- B. Immediate family shall be defined as set forth in Civil Service regulation N.J.A.C. 4A:1-1.3, and as it may be amended from time to time.
- C. Reasonable verification of the event may be required by the Borough.
- D. In the event of a death in the immediate family which could cause the employee to travel considerable distance or would otherwise entail additional time off, additional days may be granted by the Borough Administrator at his/her discretion in unusual or extraordinary circumstances.

**ARTICLE 16**  
**MILITARY LEAVE**

A. Any employee covered under this Agreement, who is a member of the National Guard or Naval Militia of the State or the Military or Naval Forces of the United States, and is required to undergo annual active duty field training, shall be entitled to such additional leave as is provided by State Law.

B. The employee shall make formal written request through the Department Head to the Borough Administrator as soon as reasonably possible after receipt of orders. The employee shall submit a copy of the Military Order to the Department Head, unless such order is of a classified nature. The employee, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

**ARTICLE 17**  
**JURY DUTY**

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for regularly scheduled working time lost, exclusive of overtime and standby pay. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance, or upon receipt of summons, if this occurs within two weeks of jury duty.

**ARTICLE 18**  
**HOURS OF EMPLOYMENT**

A. Department of Public Works:

The regular work week shall be from Monday to Friday and shall consist of five (5) days, eight (8) hours each (7 a.m. to 3:00 p.m.) inclusive of one-half (1/2) hour for lunch. Two employees will be scheduled to a regular work week of Tuesday through Saturday, consisting of five (5) days, eight (8) hours each; 7 a.m. to 3:00 p.m. inclusive of one-half (1/2) hour for lunch Tuesday through Friday, and 8 a.m. to 4:00 p.m. on Saturday, inclusive of one-half (1/2) hour for lunch. Those employees working the Monday through Friday schedule will have Saturdays and Sundays as off days and those employees working the Tuesday through Saturday schedule will have Sundays and Mondays as off days.

Opportunities to sign up for the Tuesday through Saturday schedule will be made available quarterly through seniority. If one or both Tuesday through Saturday positions remain open, then the most junior employee(s) will be appointed.

B. Public Safety Telecommunicator:

The regular work week for full-time Public Safety Telecommunicators shall consist of twelve (12) hours shifts to be scheduled by the Chief of Police or his/her designee.



It is recognized and agreed to by Local 560 that Public Safety Telecommunicators (Dispatchers) are required to remain at their work stations for the duration of their work shifts, including lunch periods, and that this requirement is incorporated within the job description for Public Safety Telecommunicators (Dispatchers). It is also recognized and agreed that compensation for this requirement is included in base pay and that no additional compensation (overtime, compensation time, etc.) shall be paid as a result of fulfilling this requirement. Telecommunicators shall not be forced to take a scheduled day off. Telecommunicators shall work on a consistent rotation and receive 84 hours of Kelly time to be held in a bank. Such time cannot be carried over from year to year and cannot be used to create overtime.

C. Clean-up Time Department of Public Works:

Employees of the Department of Public Works shall be entitled to ten (10) minutes to clean up at the Department of Public Work Building prior to lunch and five (5) minutes prior to the end of their work-day. The Borough may install such time recording procedures as it sees fit.

ARTICLE 19  
OVERTIME

A. Any work performed in excess of forty (40) hours during the regular work week except as provided in Article 18, Section A, shall be considered overtime and compensated for at one and one-half (1 1/2) times the regular hourly rate of pay or by compensatory time off at the discretion of the Borough Administrator and with the agreement of the employee. Unused compensatory time shall be taken by the end of each calendar year, or it shall be forfeited, provided that with the prior written approval of the Borough Administrator, any compensatory time earned from November 1, through December 31 may be carried over and taken before March 1st of the following year, but if not taken by said date, shall be forfeited.

B. If an employee is called into work outside the regular working hours, he/she will be guaranteed a minimum of four (4) hours pay at the overtime rate, provided that said four (4) hour guarantee does not apply if an employee is required to remain on the job after regular hours without his/her having already left work for the day or if the employee has already been called in and received the four (4) hour guarantee during the preceding six (6) hours.

1. Overtime before or after regular scheduled shift-

DPW:

(a) After working any regular eight (8) hour straight time shift, a DPW employee shall receive up to eight (8) hours at time and one-half rate of pay.

(b) After working sixteen (16) hours (eight (8) hours of straight time pay and eight (8) hours of overtime pay at time and one-half times straight time pay), a DPW employee will receive double time for any additional time worked in excess of sixteen (16) hours.

*room*

Telecommunications:

(a) After working a regularly scheduled twelve (12) hour shift at straight time a dispatcher shall receive up to four (4) hours at time and one-half rate of pay.

(b) After working sixteen (16) hours (twelve (12) hours of straight and 4 overtime), a dispatcher will receive double time for any additional time worked in excess of sixteen (16) hours.

2. Overtime when employee called in on day off. not regularly scheduled shift

DPW:

A. DPW employees shall receive first eight (8) hours of overtime at time and one-half rate of pay.

B. DPW employees whose work exceeds eight (8) hours will be paid at double time rate of pay.

Telecommunications:

A. Telecommunications employees shall receive first twelve (12) hours at time and one-half rate of pay.

B. Telecommunications employees whose work exceeds twelve (12) hours of time will be paid at double time rate of pay.

C. Any DPW employee required to work on any of the Borough's recognized Holidays (Article 11), shall be paid for such work at the double-time rate of the employee's regular pay, not to exceed twenty-four (24) hours.

D. Overtime shall be distributed in seniority order provided the employee has the ability to do the work. The only exception is, each time water or sewer work is needed, employees working in those areas will be offered the work first, in seniority order before the work is offered to the rest of the bargaining unit. Scheduled overtime shall require thirty-six (36) hours notice. A published overtime list of all employees based on seniority and qualifications shall be maintained and overtime shall be offered to each qualified employee as his/her turn arises, except for Water and Sewer Departments. If an employee is unavailable, he shall forfeit his/her turn.

E. If an emergency is anticipated or declared (New Jersey State law (N.J.S.A. App.A:9-37) allows the Governor and County and Local Emergency Management Coordinators to declare a State of Emergency), all employees shall be subject to call for overtime duties. During a State of Emergency twelve (12) hour shifts may be implemented. Based upon an arbitration agreement the compensation shall be straight time for the first four (4) hours and time and a half for the next eight hours. This arrangement will apply to both shifts based on an adjusted work period of 11:00 AM to 11:00 PM, if possible. If the "State of Emergency" is declared by a governmental agency higher

than the municipality, it is absolute and cannot be grieved. If the "State of Emergency" is declared at the municipal level, the Union shall cooperate during the period of such declaration, but shall have the right to grieve it subsequent to event creating the local "State of Emergency."

F. Any DPW employee who is required to work for ten (10) or more consecutive hours shall be provided a meal allowance, compensated, for said meal. Meal allowances shall be for the actual cost of the meal, but- not to exceed twenty dollars (\$20.00). Public Safety Telecommunicators who are required to work for fourteen (14) or more consecutive hours shall be provided a meal allowance, for the next appropriate meal, and one-half hour off, compensated, for said meal. Meal allowances shall be for the actual cost of the meal, but- not to exceed twenty dollars (\$20.00).

G. Telecommunication open shifts and overtime opportunities shall be offered to Public Safety Telecommunicators before such opportunity is offered to per diem dispatchers or police officers.

H. Overtime opportunities will not be made available to an employee for the twenty-four (24) hours immediately following the completion of a tour/shift for which the employee who has called out sick.

#### I. Rest Time

1. If an employee is asked to remain at work or is called back to work after the conclusion of that employee's shift (e.g. for emergency work including, but not limited to, snow plowing, salting, water main breaks), but concludes the emergency work before 1 a.m., the employee will not be eligible for rest time at the beginning of their approaching shift commencing at 7:00 a.m. The employee is expected to report to work for the beginning of their approaching shift.

2. If an employee is asked to remain at work or is called back to work after the conclusion of that employee's shift for emergency work, but dismissed from work after 1 a.m., the employee shall be granted six (6) hours of Rest Time before reporting to work for their normal 7 a.m. to 3:00 p.m. shift, without having to use any accrued time or any loss of pay. For example, if an employee works on snow removal until 4:30 a.m., that employee would not be required to report to work for his regular shift until 10:30 a.m. but would be paid beginning at 7 a.m. (i.e. the employee would receive 3.5 hours of pay while on Rest Time). The employee would then work the remainder of the shift until the normal dismissal time.

3. In the event an employee's overnight emergency work continues until or beyond the typical 7 a.m. shift start time, an employee can request to continue working until 9:00 a.m. and then be dismissed early for Rest Time, rather than leave work when the emergency work is completed and then report back for the remainder of the shift after six (6) hours Rest Time. The Borough has the sole discretion to determine whether to allow the employee to continue working and be dismissed early for Rest Time, rather than immediately taking Rest Time and reporting back for the remainder of the shift after the six (6) hour Rest Time period. If the emergency work is not completed until after 9:00 a.m., the employee can leave for Rest Time when the emergency work is completed.

4. If an employee is called back to work between 3 a.m. and 7 a.m. on a regularly scheduled day of work such employee will not be entitled to any Rest Time.

5. All employees on Rest Time shall be required to remain ready to report to work if needed for further emergency work as directed by the Borough. Specifically, this means that while on Rest Time: (a) an employee cannot consume alcohol or take medication that would render the employee unable to work, (b) an employee must remain in a geographical area that would allow the employee to report back to work within a reasonable period of time, and (c) an employee must be reachable by phone. If a pattern develops of an employee not responding to call from the Borough to report to work while on Rest Time, the Borough reserves the right to pursue disciplinary action against such an employee.

**ARTICLE 20**  
**HOSPITAL AND MEDICAL INSURANCE**

A. All members regularly working in excess of 30 hours per week covered by this Agreement and eligible members of their family shall be entitled to full Health Insurance coverage and Dental coverage. The Borough and Employees shall pay the premiums for these benefits in accordance with the provisions of the Pension and Health Benefits reform Act under Chapter 78, P.L. 2011.

Effective January 1, 1999, the Borough will increase the Dental Plan benefit to two thousand (\$2,000) dollars per year for employees and each of their insured eligible dependents.

B. The Borough shall have the right to change insurance carriers so long as substantially equivalent benefits are provided. A minimum of 90 days' notice of intent to change insurance carriers shall be provided by the Borough.

C. Coverage shall continue while on paid sick leave.

D. Employees hired prior to June 1, 2007, upon retirement after 25 years or more of continuous full-time employment with the Borough, shall continue to receive full Health and Dental Benefits as described above and adopted by the Governing Body on April 27, 1987, Resolution R87-138. The Borough and Employees shall pay the premiums for these benefits in accordance with the provisions of the Pension and Health Benefits reform Act under Chapter 78, P.L. 2011.

Employees that were hired on or after June 1, 2007 will not be entitled to and will not receive, upon retirement or separation from employment with the Borough, Health or Dental benefits of any kind (including, but not limited to hospitalization and health insurance, dental insurance, eye care reimbursement plan, and Medicare co-pay benefits).

E. The Borough shall replace eyeglasses if broken on the job.

F. The Borough shall institute an Eye Care Plan for the employees and each of their insured eligible dependents. The maximum reimbursement per year, per person, for full-time employees shall be three hundred (\$300.00) dollars for eye exams and/or prescriptive eyeglasses and corrective contact lenses. The maximum reimbursement per year, per person, for part-time employees shall be one hundred fifty (\$150.00) dollars for eye exams and/or prescriptive eyeglasses and corrective contact lenses which shall only be available to such part-time employee and shall exclude such benefits for such part-time employee dependents.

There shall be no Eye Care coverage for new employees hired after June 20, 2022.

G. Dental coverage for children shall extend to December 31 of the year in which the children reach the age of twenty-three (23), regardless of whether they are current students.

H. Employees hired prior to June 1, 2007 shall have Medical Benefit co-pay of \$5.00. Employees hired on or after June 1, 2007 shall have a Medical Benefit co-pay of \$20.00. The foregoing stipulations shall not preclude an employee from voluntarily selecting a plan with a higher co-pay (and presumably a lower premium) if he/she chooses to do so.

#### ARTICLE 21 BOROUGH/UNION COOPERATION

The Union recognizes that it is the responsibility of the Borough to determine levels of performance and working conditions for employees. The Union pledges its cooperation in the following areas:

A. Employee Performance:

The Union shall encourage all employees to:

1. Maintain and improve levels of performance;
2. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
3. Assist, where possible, in building good will between the Borough and the Union and the public at large.

B. Employee Training:

The Borough and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increase levels of competence. The Union shall encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their operation; and
2. Participating in development activities in order to perform more efficiently in current and future assignments; and
3. Utilizing and sharing with fellow employees new skills acquired through training.

Borough representatives and the Union agree to meet to consider training and development programs for employees covered by this Agreement. Such programs as required by the Borough, shall include full reimbursement by the Borough for approved courses, which are completed by employees as part of employee training program.

C. Employee Safety and Health:

1. The Union pledges to encourage all members to use safety equipment and observe safety rules. The Borough shall, at all times, endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.

2. A Borough representative and designated Union member shall meet periodically to discuss safety rules and health conditions and recommend to the Borough all the necessary provisions to ensure the safe use and operation of all tools, equipment and work sites.

3. It shall be the responsibility of D.P.W. employees covered hereby to ensure that all locker rooms, washrooms and dressing room facilities are maintained in clean and healthy conditions.

4. When safety equipment is provided by the Borough (helmets, goggles, gloves, safety vests, etc.) an employee's failure to wear said equipment may be cause for disciplinary action and/or non-coverage of incurred injury (employee may appeal via grievance procedure or Workmen's Compensation Board, not both).

5. In the event of, or in anticipation of, a natural or man-made disaster, a State of Emergency may be declared by the Governor of New Jersey or locally by the Morris County Emergency Management Coordinator or by the Emergency Management Coordinator of the Borough of Lincoln Park. The declaration of a State of Emergency may also include travel restrictions or a "Travel Ban."

In such instances where travel restrictions or Travel Bans are imposed DPW employees and Public Safety Telecommunicators (Dispatchers) are considered essential employees (as defined by the New Jersey Office of Emergency Management) and are exempt from travel restrictions during a declared State of Emergency. As such, DPW employees and Public Safety Telecommunicators shall be required to report to, or remain at work, depending on the circumstances and timing of the declaration, and will be compensated at their contractual rates for hours worked. No additional compensation in any form shall be provided.

Notwithstanding the foregoing, the Mayor or Borough Administrator may, in the interest of safety, and at their sole discretion, order that Borough Hall be closed in the absence of a declared State of Emergency and/or Travel Ban. DPW employees and Public Safety Telecommunicators, shall be required to report to, or remain at work, depending on the circumstances and will be compensated at their contractual rates for hours worked. No additional compensation in any form shall be provided.

D. Standards for Borough Vehicles and Equipment:  
The Borough may delineate strict standards for Borough vehicles and equipment. The Union shall attempt to disseminate, educate and otherwise attempt to instill the employees with a recognition of safety regulations and practices.

ARTICLE 22  
UNIFORMS

A. DPW Employees:  
The Borough will provide each Department of Public Works employee with uniforms for the use during working hours. The term "uniform" shall include shirts, trousers and work jacket. Regular maintenance, cleaning and replacement of uniforms shall be assumed by the Borough. In addition, the Borough shall provide reimbursement of up to two hundred (\$200.00) dollars towards the purchase of work shoes per year. If required by OSHA or NJPEOSHA, shoes must be steel-toed. Proof of purchase shall be supplied by the employee in the form of a receipt prior to such reimbursement.

B. Public Safety Telecommunicators:  
Public Safety Telecommunicators shall be entitled to up to \$200 per annum Clothing Allowance to be paid along with the first pay period each July.

C. Other Conditions:  
Employees shall be required to wear the uniform, when available, during working hours. All uniforms shall be inspected by the Department Head or his/her designated representative from time to time during the year to ensure proper condition, cleanliness and uniformity. Upon termination of employment, the employee shall be responsible for returning all uniforms to the Department Head. The Borough is to provide cotton uniforms and winter jackets.

ARTICLE 23  
INJURY LEAVE

A. When an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay for twelve (12) months during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

B. After the twelve (12) months period, the Borough will continue to provide full pay until a final judgment is made by the State Workmen's Compensation Board.

C. The injured employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said injured employee to present such certificates from time to time.

D. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or by the final decision of the last

review court which shall be binding upon the parties. If the review is found in the employee's favor, all sick time will be credited back to the employee.

E. For the purpose of this Article, injury or illness incurred while the employee is working in any Borough authorized activity shall be considered in the line of duty, in keeping with State Law or applicable court decisions.

F. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

#### ARTICLE 24 UNION BUSINESS

A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of briefly observing conditions and assisting in the adjustment of grievances. When the Union desires to have its representatives enter the Borough facilities or premises; it shall give prior notice thereof to the appropriate Borough representative and the Union representative shall not be reasonably denied access to the premises. There shall be no interference with the normal operations of the business of the Borough government or the normal duties of employees. There shall be no Union business transacted nor meetings held on the Borough time.

B. The Union shall notify the Borough of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to and approval by his/her immediate supervisor, may investigate a grievance during working hours without loss of pay. Such approval by the superior shall not be unreasonably denied.

C. The Borough shall permit members of the Union Grievance Committee- Shop Stewards (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and the Borough on grievances and related matters in accordance with the grievance procedure set forth herein and administration of the terms of this contract, during the duty hours of the members of said Grievance Committee- Shop Stewards, without loss of pay. Employees who are the subject of the grievance and witnesses, shall be permitted to confer with such members of the Grievance Committee-Shop Stewards during duty hours, without loss of pay. The conference time provided for shall be reasonable and agreed upon by Directors or Department Heads in advance so as not to interfere with the operation of said Departments.

D. All grievance hearings, conferences and meetings shall take place during duty hours. Union representative, employees and witnesses shall be granted time off with pay for the purpose of attending such hearings, conferences and meetings.

E. A Union representative or the grievant have the right to examine or cross-examine the witnesses or parties who appear at any Step of the grievance procedure.



F. The Borough shall permit members of the Union Negotiating Committee to attend collective negotiations during the duty hours of said members, without loss of pay up to a limit of three (3) employees per meeting.

**ARTICLE 25**  
**BULLETIN BOARDS**

The Borough shall permit the Union the use of one bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such postings shall be initialed by a Union representative and shall not be of an unreasonable nature. A copy of all postings shall be submitted to the Borough Administrator.

The size and location of the bulletin board shall be agreed on by both the Borough and the Union.

**ARTICLE 26**  
**LEAVES OF ABSENCE**

Employees subject to this Agreement may be granted a leave of absence according to the applicable Civil Service Rules for the State of New Jersey, revised June 30, 2008.

**ARTICLE 27**  
**PERSONAL LEAVE**

Twenty-four (24) non-cumulative paid personal hours shall be granted annually to each full-time DPW and Public Safety Telecommunicator employee. Such personal hours may be taken on any date approved by the Department Head, with twelve (12) hours advanced notice, unless in case of an emergency. If such days are not used by January 1 of the following year, they shall be forfeited. Personal leave for members may be taken in segments of at least one (1) hour upon approval by the Department Head, and shall not be unreasonably denied.

**ARTICLE 28**  
**REPLACEMENT OF TOOLS**

Employees covered by this Agreement and holding the position of Garage Foreman or Mechanic, who regularly use their complete set of personal mechanics tools for repairing Borough equipment, shall be entitled to a tool allowance of \$75.00 per year payable semi-annually to cover maintenance and breakage replacement of tools.

**ARTICLE 29**  
**VOLUNTEER FIRE OR FIRST AID SQUAD DUTY**

Employees who are members of the Lincoln Park volunteer fire companies or the first aid squad, upon being summoned to an emergency call in response to a fire alarm, radio dispatch or telephone call shall be excused from their work duties during regular work hours with no loss of pay until the emergency has ended, provided however, that in the judgment of the supervisor at a work site, the employee's absence will not result in a public safety detriment.

**ARTICLE 30**

**USE OF PRIVATE VEHICLES**

Any employee, who is requested by the Borough to use his/her personal vehicle in the performance of his/her work, shall receive reimbursement equal to the IRS standard mileage rate for business to cover the cost of maintenance and operation.

**ARTICLE 31**  
**MUTUAL RESPECT CLAUSE**

The Borough and Union agree that on-the-job relationships between management and other employees shall be based on mutual respect, within the prerogatives established under Article 4, "Management Rights."

**ARTICLE 32**  
**WORK IN HIGHER CLASSIFICATION**

If an employee is assigned to a higher job classification for more than one (1) week due to a position vacancy or an employee's extended illness or injury, said employee shall be placed at the bottom scaling of the higher classification resulting in a pay increase until the vacancy is filled or an absent employee returns to work.

**ARTICLE 33**  
**UNION LEAVE**

The Borough shall grant up to an aggregate of five (5) paid days of leave every two years to be distributed among members of the bargaining unit to attend Union conventions or seminars. Such leave shall be requested in advance and shall not be unreasonably denied by the Borough Administrator.

**ARTICLE 34**  
**NEW JERSEY CIVIL SERVICE COMMISSION**

Nothing contained herein shall limit or affect the rights and benefits of employees under New Jersey Civil Service Commission, rules and regulations or other laws, rules or regulations except to the extent that greater benefits are provided herein that are provided for under said laws, rules and regulations. Employees may, at their option, pursue remedies which are available pursuant to New Jersey Civil Service laws, rules or regulations or other laws, rules or regulations.

**ARTICLE 35**  
**NO INDIVIDUAL CONTRACTS**

The Borough agrees not to enter into any agreement or contract with any Local 560 unit member, individually or collectively, which conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 36**  
**CONTINUATION CLAUSE**

Subject to the Public Employment Relations Act, the Union and Borough agree that all contract terms shall remain in full force and effect after expiration of the contract; and the contract may be terminated thereafter by either the Union or the Borough only in accordance with the notification procedures mandated by the Public Employment Relations Commission.

**ARTICLE 37**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter whether or not covered by this agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless both Union and the Borough mutually consent in writing to the reopening of negotiations concerning the specified matter(s).

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 38**  
**SEPARABILITY AND SAVINGS CLAUSE**

A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative and the remainder of this Agreement shall continue in full force and effect.

B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE 39**  
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Borough and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right and each agrees the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement, including its addenda, if any, sets out the entire understanding between the Borough and the Union. This Agreement applies only to the collective negotiations unit described in Article 1 of this



Agreement and no employee covered by this Agreement shall ever have or be entitled to any rights, benefits or privileges in any site, office, shop or other operation of this Borough (now existing or hereafter established) by virtue of this Agreement, other than in the negotiations unit covered by this Agreement.

**ARTICLE 40**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect retroactively as of January 1, 2022 and shall remain in effect to and including December 31, 2026. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred and fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.



ATTEST:

On behalf of the Borough of Lincoln Park:

[Signature]  
Mayor, DAND A. RINFELDT

Dated: \_\_\_\_\_

[Signature]  
Borough Administrator

Dated: 6/21/22

[Signature]  
Borough Clerk

Dated: 6/21/22

On behalf of Teamsters Local 560:

[Signature] TREASURER/BUSINESS AGENT

Dated: 6/23/22

[Signature] SECRETARY/TREASURER/B.A.

Dated: 6/23/22

[Signature]

Dated: 7/13/22

[Signature]

Dated: 7/13/22

[Handwritten initials]

**Exhibit A**

Supervisor		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
DWP/Telecommunicator		\$ 1,400.00	\$ 1,450.00	\$ 1,500.00	\$ 1,550.00	\$ 1,600.00	\$ 1,650.00	\$ 1,700.00	\$ 1,750.00	\$ 1,800.00	\$ 1,850.00	\$ 1,900.00	\$ 1,950.00	\$ 2,000.00	\$ 2,050.00	\$ 2,100.00	\$ 2,150.00	\$ 2,200.00	\$ 2,250.00	\$ 2,300.00
a. Building Maintenance Worker (00929)	Step 1	\$ 40,000.00	\$ 42,500.00	\$ 45,379.50	\$ 48,191.00	\$ 51,087.00	\$ 54,070.00	\$ 57,142.00	\$ 60,306.00	\$ 63,565.00	\$ 66,922.00	\$ 70,379.00	\$ 73,936.00	\$ 77,593.00	\$ 81,350.00	\$ 85,207.00	\$ 89,164.00	\$ 93,221.00	\$ 97,378.00	\$ 101,635.00
b. Laborer 1 (02246)	Step 1	\$ 40,000.00	\$ 42,500.00	\$ 45,379.50	\$ 48,191.00	\$ 51,087.00	\$ 54,070.00	\$ 57,142.00	\$ 60,306.00	\$ 63,565.00	\$ 66,922.00	\$ 70,379.00	\$ 73,936.00	\$ 77,593.00	\$ 81,350.00	\$ 85,207.00	\$ 89,164.00	\$ 93,221.00	\$ 97,378.00	\$ 101,635.00
c. Laborer 2 (06634)	Step 1	\$ 41,000.00	\$ 43,600.00	\$ 46,440.00	\$ 49,283.61	\$ 52,212.12	\$ 55,228.48	\$ 58,337.00	\$ 61,535.39	\$ 64,831.45	\$ 68,226.39	\$ 71,719.00	\$ 75,318.00	\$ 79,023.00	\$ 82,834.00	\$ 86,751.00	\$ 90,774.00	\$ 94,903.00	\$ 99,138.00	\$ 103,479.00
d. Laborer 3 (06633)	Step 1	\$ 42,000.00	\$ 44,700.00	\$ 47,501.00	\$ 50,376.00	\$ 53,337.00	\$ 56,387.00	\$ 59,529.00	\$ 62,765.00	\$ 66,098.00	\$ 69,529.00	\$ 73,057.00	\$ 76,682.00	\$ 80,404.00	\$ 84,223.00	\$ 88,149.00	\$ 92,182.00	\$ 96,322.00	\$ 100,569.00	\$ 104,922.00
e. Maintenance Supervisor Grounds (06731)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
f. Mechanic (02434)	Step 1	\$ 40,000.00	\$ 42,650.00	\$ 45,379.50	\$ 48,191.00	\$ 51,087.00	\$ 54,070.00	\$ 57,142.00	\$ 60,306.00	\$ 63,565.00	\$ 66,922.00	\$ 70,379.00	\$ 73,936.00	\$ 77,593.00	\$ 81,350.00	\$ 85,207.00	\$ 89,164.00	\$ 93,221.00	\$ 97,378.00	\$ 101,635.00
g. Public Works Repair (02935)	Step 1	\$ 41,000.00	\$ 43,650.00	\$ 46,440.00	\$ 49,283.61	\$ 52,212.12	\$ 55,228.48	\$ 58,337.00	\$ 61,535.39	\$ 64,831.45	\$ 68,226.39	\$ 71,719.00	\$ 75,318.00	\$ 79,023.00	\$ 82,834.00	\$ 86,751.00	\$ 90,774.00	\$ 94,903.00	\$ 99,138.00	\$ 103,479.00
h. Sewer Repair Supervisor (06702)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
i. Senior Public Works Repair (03541)	Step 1	\$ 47,501.00	\$ 50,376.00	\$ 53,337.00	\$ 56,387.00	\$ 59,529.00	\$ 62,765.00	\$ 66,098.00	\$ 69,529.00	\$ 73,057.00	\$ 76,682.00	\$ 80,404.00	\$ 84,223.00	\$ 88,149.00	\$ 92,182.00	\$ 96,322.00	\$ 100,569.00	\$ 104,922.00	\$ 109,381.00	\$ 113,946.00
j. Supervisor of Garage Services (04039)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
k. Supervisor Recycling Operations (07723)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
l. Supervisor Public Works (08550)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
m. Water Repair Supervisor (06651)	Step 1	\$ 65,000.00	\$ 68,350.00	\$ 71,801.00	\$ 75,355.00	\$ 79,016.00	\$ 82,786.00	\$ 86,670.00	\$ 90,670.00	\$ 94,790.00	\$ 99,034.00	\$ 103,403.00	\$ 107,897.00	\$ 112,517.00	\$ 117,263.00	\$ 122,135.00	\$ 127,134.00	\$ 132,260.00	\$ 137,513.00	\$ 142,893.00
n. Public Safety Telecommunicator (01296)	Step 1	\$ 40,000.00	\$ 42,650.00	\$ 45,379.50	\$ 48,191.00	\$ 51,087.00	\$ 54,070.00	\$ 57,142.00	\$ 60,306.00	\$ 63,565.00	\$ 66,922.00	\$ 70,379.00	\$ 73,936.00	\$ 77,593.00	\$ 81,350.00	\$ 85,207.00	\$ 89,164.00	\$ 93,221.00	\$ 97,378.00	\$ 101,635.00
o. Public Safety Communicator/Trainee (06729)	Step 1	\$ 35,000.00	\$ 37,650.00	\$ 40,379.50	\$ 43,191.00	\$ 46,087.00	\$ 49,070.00	\$ 52,142.00	\$ 55,306.00	\$ 58,565.00	\$ 61,922.00	\$ 65,379.00	\$ 68,936.00	\$ 72,593.00	\$ 76,350.00	\$ 80,207.00	\$ 84,164.00	\$ 88,221.00	\$ 92,378.00	\$ 96,635.00
p. Senior Public Safety Telecommunicator (03262)	Step 1	\$ 45,000.00	\$ 47,650.00	\$ 50,379.50	\$ 53,191.00	\$ 56,087.00	\$ 59,070.00	\$ 62,142.00	\$ 65,306.00	\$ 68,565.00	\$ 71,922.00	\$ 75,379.00	\$ 78,936.00	\$ 82,593.00	\$ 86,350.00	\$ 90,207.00	\$ 94,164.00	\$ 98,221.00	\$ 102,378.00	\$ 106,635.00
Each employee being initially placed on the salary guide will be placed no lower than their 2021 salary, and such placement on the guide cannot result in a raise of less than 1%.																				
In each year of this agreement, all employees will move 1 Step on the above guide in their title.																				
All off-guide employees shall receive a flat 3% raise in each year of this agreement.																				

*POM*