

COLLECTIVE NEGOTIATIONS AGREEMENT

between

TEAMSTERS LOCAL UNION No. 469

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

NEW BRUNSWICK PARKING AUTHORITY

JANUARY 1, 2020 to DECEMBER 31, 2025

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AGREEMENT

This Agreement is entered into this 20th day of June 2022 by and between the Teamsters Local Union No. 469, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), and the New Brunswick Parking Authority (hereinafter referred to as "Management," "the Authority," "the NBPA," and/or "Employer").

ARTICLE 1 – RECOGNITION OF THE UNION

- 1.1 The Management recognizes the Union as the sole and exclusive bargaining agent for all property maintenance personnel and custodian staff (hereinafter referred to as "employees"), excluding all management staff, parking services, valet services, enforcement and office staff personnel.

ARTICLE 2 – UNION SECURITY

- 2.1 After the first thirty (30) days of employment, the employee is required to pay union dues. At the conclusion of the first ninety days (90) of employment in a new union position, Management shall review each new employee's performance to determine whether such new employee has successfully performed his/her job. Upon a satisfactory review, the employee shall become a regular employee and shall be subject to the terms of this Agreement. If the new employee has not performed in a satisfactory manner, the NBPA may terminate the employment of such new employee or extend the introductory period by up to an additional 90 days. In either case, the grievance procedure and arbitration under this Agreement shall not be available to the employee.
- 2.2 Each employee shall sign a checkoff authorization form supplied by the Union. After each checkoff authorization form is presented to the NBPA, the NBPA shall check off the initiation fee as determined by the Union and thereafter the regular dues as determined by the Union from the first pay period of each month and shall remit any said sums to the Secretary-Treasurer of the Union, together with a list of names of those whose dues and/or initiation fees were deducted.
- 2.3 All employees both full and part-time who work at least one day in any month must pay the regular dues as determined by the Union. However, the initiation fee for part-time employees shall be waived until they become full-time employees.

- 2.4 As used in this agreement, the term “full-time employee” shall mean an employee who regularly works thirty (35) hours per week or more. The term “part-time employee” shall mean an employee who regularly works less than twenty-eight (28) hours per week. The term “seasonal employee” shall mean an employee who works one hundred twenty (120) days or less a year and is not entitled to receive any benefits.

ARTICLE 3 – SENIORITY

- 3.1 Seniority shall be accrued within each job title. Time spent with the NBPA in other positions shall not be counted for purposes of seniority as defined within this Agreement.
- 3.2 In the event of a layoff, employees with the least amount of seniority in the job title affected shall be laid off first. In the event of rehire, laid off employees will be recalled based on seniority.
- 3.3 Seniority shall be broken by one or more of the following:
- a. Employee’s termination for any reason.
 - b. Employee’s failure to answer a recall from layoff within 10 business days of notification by the NBPA.
 - c. Layoff that exceeds one (1) year.
 - d. Failure to return from an approved leave of absence.
 - e. Employee leaving to work outside of unit.
- 3.4 Management reserves the right to employ part-time employees with the stipulation that no full-time employees are laid off.

ARTICLE 4 – PERSONAL BUSINESS

- 4.1 Employees may not conduct personal business on working time.

ARTICLE 5 – SHIFT / HOURS OF OPERATION

- 5.1 The Employer reserves the right to determine shift hours for Maintenance Department and Custodial Employees. Property Maintenance and Custodial employees are assigned by the Maintenance Foremen, Property Supervisor, or Management. The Union recognizes that the NBPA is a 24 hour, 7 days a week operation.

- 5.2 The Employer reserves the right to determine the shift hours under emergency situations or when work (such as power washing, striping decks, etc.) cannot be done during the daytime hours due to vehicle occupancy.
- 5.3 Maintenance and Custodial Department assignments for shifts will be offered on the basis of seniority within each department. Once a shift is selected by an employee, they must remain in that selection until another shift becomes available, at which time the bidding process for the vacant shift based on seniority will begin.
- 5.4 Four (4) Property Maintenance employees, at all times, shall be available to perform the duties of meter collection. The meter collection duty roster will be filled first by volunteers, and then by Employees with the least seniority in the Property Maintenance department. Meter collection duty shall be rotated equally between Employees listed on the duty roster.
- 5.5 The lunch period shall consist of a one (1) hour unpaid lunch, and one fifteen (15) minute break to be determined by the Maintenance Foremen, Property Supervisor, or Management.
- 5.6 Any employee assigned to the night shift, i.e. a shift beginning at 2:00 p.m. or later, shall receive seventy-five cents (\$0.75) per hour as differential pay, which shall not be pensionable or used to calculate employee health insurance contributions.

ARTICLE 6 – DISCIPLINARY ACTION POLICY

- 6.1 Discipline may be issued by Management in its discretion when an employee has violated any rule or regulation of this Agreement, the rules and regulations generally of the NBPA, or any other reason deemed appropriate by the NBPA. Although the NBPA may follow a progressive disciplinary process (verbal warning, written warning, suspension, termination), such a process is not required based on the specific circumstances.
- 6.2 When an employee is issued discipline, a shop steward will be permitted to attend, unless the employee requests otherwise. The attendance of a shop steward shall not delay the issuance of timely discipline.
- 6.3 Subject to an employee's right to grieve his or her discharge, the parties agree that the following offenses shall be cause for immediate dismissal:
 - a. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;

- b. Drunkenness, established during working hours, or being under the influence of alcohol or drugs during work hours, or coming into work under the influence of alcohol or drugs;
- c. Theft or dishonesty, including theft of time;
- d. Assaults on or threats to employees or NBPA representatives;
- e. Illegal possession and/or illegal use of drugs or substances, on or off duty;
- f. Sleeping on duty;
- g. Conviction of driving under the influence on or off duty where driving is required as part of the employee's job;
- h. Excessive absenteeism, tardiness, or general neglect of duties;
- i. Conviction of federal, state, and/or municipal criminal offense that is deemed detrimental to the operation of a public facility or detrimental to the image and reputation of the NBPA; or
- j. Insubordination.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.1 A grievance is hereby defined as any difference or dispute concerning the interpretation, application or claimed violation of any of the provisions of this Agreement. The procedure set forth herein is the sole and exclusive remedy for any and all claims pertaining to this Agreement.
- 7.2 All grievances, regardless of the step at which they are initiated, should specifically cite which provision of this Agreement is alleged to have been violated and the facts underlying the asserted violation.
- 7.3 A grievance of an employee or of the Union shall be handled in the following manner. Grievances challenging an employee's discharge may be presented immediately under Step 3 of the procedure.
- 7.4 The procedure for the settlement of grievances shall be as follows:

STEP 1 - The aggrieved employee and the Union's grievance representative shall present the grievance in writing to the Property Manager within five (5) business days after the occurrence of the event, or knowledge thereof, out of which the grievance arises. The Property Manager shall, within five (5) business days of the filing of the grievance, set up a meeting between the parties involved and make every reasonable effort toward a proper disposition and settlement of the grievance. The Property Manager shall issue a written decision on the grievance within five (5) business days of the meeting.

STEP 2 - If grievant or the Union is not satisfied with the decision at Step 1, the written grievance and the prior decision of the Property Manager shall be submitted to the Director of Operations within five (5) business days of the decision at Step 1. The Director of Operations may schedule a meeting with the Union to discuss the grievance. The Director of Operations shall answer the grievance in writing within ten (10) business days after the meeting, if any, or after receipt of said grievance.

STEP 3 - If grievant or the Union is not satisfied with the decision at Step 2, the written grievance and the prior decisions on the grievance shall be submitted to the Executive Director within five (5) business days of the decision at Step 2. The Executive Director shall answer the grievance in writing within ten (10) business days after receipt of said grievance.

STEP 4 - If the grievance has not been satisfactorily resolved in Step 3 hereof, the Union may, within fifteen (15) business days following the decision at Step 3, refer the matter to the Public Employment Relations Commission (PERC) for selection of an arbitrator.

- (a) A request for arbitration shall be initiated by the Union by serving upon the NBPA a timely notice in writing of its intent to proceed to arbitration.
- (b) Said notice shall identify the provisions of the Agreement involved, the employee involved, and a statement of the grievance or grievances that were made the subject of the previous steps.
- (c) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He/she shall confine his/her decision solely to the application and/or interpretation of this Agreement.
- (d) A decision of the arbitrator shall be binding on both parties and shall be rendered within thirty (30) days after hearing the dispute.
- (e) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses.
- (f) The arbitrator shall hold the hearing at a time and place convenient to the parties.
- (g) In cases involving back pay, the arbitrator may award such back pay as the arbitrator deems appropriate.

7.5 All of the time limits contained in this article of the Agreement may be extended by mutual agreement in writing. Email is sufficient notice. Unless such time is extended by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe the

time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance and a bar to arbitration thereof.

- 7.6 Any grievance not presented to the next step within the time limits established shall be deemed an abandonment of the grievance and a bar to arbitration, unless the time limits are mutually extended by the Union and the Employer in writing.

ARTICLE 8 – OVERTIME

- 8.1 Management shall offer overtime to employees within the unit based on operational needs. If operationally appropriate, volunteer overtime opportunities shall be offered to employees based on a seniority list to be prepared by Management.
- 8.2 If there are no volunteers to work the overtime shift, an employee will be required to work overtime. Where operationally appropriate, employees shall be required to work overtime based on reverse seniority order. Employees refusing to work required overtime may face discipline up to and including termination of employment.
- 8.3 Employees will be paid at one and one half (1½) their regular hourly wage rate for any time worked exceeding forty (40) hours within a work week. Only actual work time worked is counted when determining overtime compensation. Sick time is not considered actual time worked for overtime purposes.
- 8.4 Employees who volunteer or commit to working overtime but fail to work the scheduled hours will result in the loss of sick time without pay equivalent to the missed hours, and may be subject to discipline up to and including termination.
- 8.5 Employees are required to obtain approval from their supervisor prior to working for overtime. Working overtime without obtaining prior approval will be grounds for discipline.
- 8.6 Any employee placed on call will receive time and one-half for two (2) hours for being on call so long as the employee has worked 40 hours in the work week. If the employee is called into work, that call-in time shall be paid in accordance with Section 8.3 above.

ARTICLE 9 – BENEFITS

- 9.1 Full-time employees and their eligible dependents shall be provided with health insurance and prescription benefits. Employees are required to contribute towards their health insurance premiums in accordance with P.L. 2010, Ch. 2, as modified by P.L. 2011, Ch. 78, via payroll deductions. Employee health coverage begins on the employee's two (2) month anniversary with the Authority.
- 9.2 Dental and Vision Insurance: The NBPA shall provide dental and vision coverage to full-time employees and their dependents after 90 days of employment. Full-time employees must pay the full cost of any dependent coverage.
- 9.3 State Disability: Employee and employer contributions are required.
- 9.4 Pension Plan and Life Insurance: Mandatory participation in the Public Employees Retirement System (PERS) based upon employee and employer contributions.
- 9.5 Management reserves the right to change health insurance carriers so long as substantially similar benefits are provided.

ARTICLE 10 – WORKER'S COMPENSATION

- 10.1 The New Brunswick Parking Authority complies with the requirements of the New Jersey Workmen's Compensation Act, NJSA 34:15.1 et. seq. Any employee who sustains a work related injury or disability that renders him or her physically unfit to perform the required duties of the job may be granted worker's compensation benefits as described in the Act. Payment for any and all injuries under this section shall be in accord with requirements.
- 10.2 Upon the occurrence of an accident or any compensable occupational disease in the workplace, the Authority will take the necessary action and provide any information as required. Any injury must be reported immediately to the injured employee's manager/supervisor, and an injury report shall either be completed by the injured employee or by a manager/supervisor if the employee is unable to complete the report no later than one (1) hour after the injury has been reported. Employees on Worker's Compensation must contact Human Resources weekly to update their status.

ARTICLE 11 – VACATION

11.1 All full-time employees shall receive paid vacations as follows:

New Hires:

First 12 months of employment: Vacation time will be a prorated amount. After an employee successfully completes his/her probationary period or extended probationary period, if applicable, the employee will earn 1 vacation day for every 3 months of work until their first anniversary hire date, for no more than 3 vacation days during their initial 12 months of employment.

| Length of Service: | Entitlement: |
|------------------------|--------------------------------|
| After One (1) year | One Week (5 business days) |
| Two (2) years | Two Weeks (10 business days) |
| Five (5) years | Three Weeks (15 business days) |
| Ten (10) years | Four Weeks (20 business days) |
| Fifteen (15) years | Five Weeks (25 business days) |
| Twenty-Five (25) years | Six Weeks (30 business days) |

11.2 Employees will be paid their normal rate of pay for any vacation time that is used.

11.3 Vacation time must be taken during the year in which it is earned. If a paid holiday falls during an employee's vacation, and the employee normally works, holiday pay will apply and not vacation time.

11.4 All vacation requests need to be submitted to and approved by the employee's manager. Vacation requests may be denied when necessary due to operational needs. When not interfering with operational needs, up to two (2) employees will be allowed to utilize vacation time concurrently. A third employee may be granted concurrent vacation time with management approval. A denial of a third employee off on vacation shall not be subject to the grievance procedure or arbitration.

11.5 Employees wishing to utilize up to 2 vacation days must request off at least 72 hours prior to the day(s) requested.

11.6 Employees wishing to utilize three (3) or more vacation days must request off at least fourteen (14) days in advance and must be approved by the employee's manager.

- 11.7 If a conflict with scheduling of vacation days should occur, approved vacation time will be based on the time of request. If the request is submitted on the same day, approved vacation time will be based on seniority. Approval of vacation time requests is subject to the scheduling needs of the NBPA and may be withdrawn if necessary.
- 11.8 All requests to use vacation time must be submitted no later than November 1st of the same year that the vacation occurs. Vacation time is not to be used as sick time in any form unless advance authorization is granted by the Property Manager.
- 11.9 Vacation time may not be carried over into the following year.
- a. Employees may receive vacation pay in lieu of vacation time off after September 1st.
 - b. Employees may receive a maximum of two (2) weeks in vacation pay.
 - c. Employees leaving the employment of the NBPA under favorable terms, as determined by the Executive Director, and who have performed at least one (1) year continuous service may receive compensation for unused vacation time. Unused vacation before September 1st will be prorated, and after September 1st employees are eligible for all unused vacation time. Employees terminated for cause or who resign not in good standing shall forfeit vacation time.

ARTICLE 12 – SICK TIME

- 12.1 Full-time employees are entitled to ten (10) sick days per calendar year, effective January 1st. Sick days in an employee's first year are prorated, and no paid sick days will be authorized during a new employee's ninety (90) day introductory period (or any extension thereof).
- 12.2 Sick days with pay shall include any absence that occurs on any day and succeeding days that any employee is not actively performing his/her duties, provided the absence is due to any of the following reasons:
- a. Personal illness.
 - b. Accident (not incurred while in NBPA service).
 - c. Attendance upon a member of the immediate family who is ill and requires such attendance.
- 12.3 Management reserves the right to verify the use of sick days and require an employee to provide a physician's note. NBPA reserves the right to verify any physician's note. NBPA

also has the right to require an employee to see an employer's physician, at employer's cost, and other verifying methods. If NBPA determines that any physician's note is falsified, the employee will be subject to discipline up to and including termination.

- 12.4 If an employee has been requested by his or her supervisor/manager to bring in a medical note and fails to do so within two (2) days of his or her return to work, the employee may be subject to disciplinary action up to and including termination.
- 12.5 If an employee calls out sick when there is not enough sick leave available to him or her, the employee will be subject to disciplinary action, up to and including termination.
- 12.6 All unused sick leave shall be accrued and be carried over year to year.
- 12.7 Employees leaving employment with the NBPA under any circumstance, other than retirement in good standing or death, will not receive pay for any unused sick leave they have accumulated during their employment with the NBPA.
- 12.8 Employees will receive compensation for unused sick leave upon retirement in good standing. Employees leaving employment with the NBPA are considered to have reached "retirement" using the same requirements and guidelines set forth by the State of New Jersey Division of Pensions and Benefits.
 - a. Upon retirement in good standing, employees shall receive payment of their accumulated unused sick time, up to a maximum of \$15,000.00.
 - b. Upon the death of an employee prior to retirement, while in NBPA employment and in good standing, regardless of age, the estate of said employee will be entitled to the payment of the employee's accumulated sick time at that time, up to a maximum of \$15,000.00.

ARTICLE 13 – PERSONAL DAYS

- 13.1 All employees are entitled to five (5) personal days per year with 24 hours' notice. Personal days must be used within the calendar year they are allotted. New employees will receive a pro-rated amount of personal time during their first year of employment. New employees will not receive or accrue personal days during their probationary period or any extension thereof.
- 13.2 Employees may not receive pay in lieu of personal time, and personal time may not be carried over into the following year.

- 13.3 Employees must submit a time-off request to their supervisor/manager at least 24 hours in advance of using the desired personal time. The request must be approved in order to use paid personal time. At the supervisor/manager's discretion, employees may be approved to use personal time for illness if an employee needs to leave work on a workday.
- 13.4 If a conflict with scheduling of personal time should occur, approved personal time will be based on time of request. If multiple requests are submitted on the same day, approved personal time will be based on seniority. Approval of personal time requests is subject to the scheduling needs of the NBPA.
- 13.5 All requests to use personal time must be submitted no later than November 1st of the same year that the personal time occurs.
- 13.6 Any full-time employee with perfect attendance for 45 consecutive scheduled work days will earn four (4) additional personal time hours. Any lateness or sick time will nullify perfect attendance. Any excused time off, including vacation, personal, birthday, holiday, etc., will not be counted toward the 45 scheduled work days. An employee must work a full day for it to be counted toward perfect attendance.

ARTICLE 14 – HOLIDAYS

- 14.1 The following Official Holidays, with pay, shall be observed by the NBPA:

| | |
|-------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veterans Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Day After Christmas |
| Labor Day | |

- a. Holidays falling on a Sunday will be observed on the following Monday, and holidays falling on a Saturday will be observed on the preceding Friday, or as otherwise designated by the NBPA.
- 14.2
 - a. Except as provided in paragraph b. below, all full-time employees will be paid for the holiday plus additional paid compensation of time and one-half for all time worked on a holiday.

b. Full-time employees required to work on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas will be paid for the holiday plus additional paid compensation of double time for all time worked on these holidays.

c. Part-time and seasonal employees will not receive holiday pay.

14.3 An observed holiday for an employee working an overnight shift will be considered the day that the shift begins and the entire regularly scheduled shift will be treated as that employee's holiday. All hours worked during an employee's normally scheduled overnight shift that begins on a non-observed NBPA holiday will be paid at the normal rate.

14.4 Any employee taking a scheduled work day off directly before or directly after an official holiday, will not receive pay for the holiday unless they have an approved medical note or an approved vacation or personal day. For example, if you are scheduled to work on Friday, but not the weekend, and the next Monday is a holiday, if you call out sick on Friday and do not have a medical note, you will not be paid for the Monday holiday.

14.5 If an employee calls out for a scheduled work day directly before or after a paid holiday, but does work on the holiday, then that employee will not be paid for the holiday (unless they have an approved medical note or an approved personal or vacation day), but will be paid at time and a half for the time worked on the holiday.

14.6 All full-time employees are eligible to be off on their birthdays with pay.

a. Birthdays falling on a Saturday will be observed on Friday. Birthdays falling on a Sunday will be observed on Monday. Management reserves the right to request that an alternate day be used.

b. Employees who have not completed their introductory period, or any extension thereof, will not be eligible for a paid birthday day off.

ARTICLE 15 – LEAVE OF ABSENCE

15.1 Family Medical Leave Act: The NBPA agrees to comply with the requirements of the New Jersey Family Medical Leave Act, NJSA 34:11B-1 and the federal Family and Medical Leave Act of 1993 (FMLA). Leave under the FMLA or NJFLA shall be in accordance with the Authority's policies as outlined in the Employee Manual.

ARTICLE 16 – BEREAVEMENT

- 16.1 It is the policy of the NBPA to compensate an employee for bereavement time. Bereavement pay is paid at the employee's regular rate of pay. The employee will be required to furnish reasonable proof that he or she is eligible for bereavement leave. Bereavement leave must be taken at the time of the occurrence. If an employee needs to take additional time, other than what is granted for bereavement leave, he or she may use sick, personal, or vacation time upon receiving a supervisor/manager's approval.
- 16.2 A full-time employee may receive compensation for bereavement time in the following manner:

| <u>Five (5) Days</u> | <u>Three (3) Days</u> | <u>Two (2) Days</u> | <u>One (1) Day</u> |
|----------------------|-----------------------|---------------------|--|
| Mother | Paternal Grandparent | Paternal Aunt/Uncle | Spousal Grandparent |
| Father | Maternal Grandparent | Maternal Aunt/Uncle | Spousal Aunt/Uncle |
| Spouse | Stepmother | Stepsister | Niece |
| Child | Stepfather | Stepbrother | Nephew |
| Sister | Mother-in-Law | | First Cousin |
| Brother | Father-in-Law | | Grandchild |
| Legal Guardian | Sister-in-Law | | Great Grandchild |
| | Brother-in-Law | | Great Grandparent, Paternal or Maternal |

The New Brunswick Parking Authority reserves the right to require reasonable proof / confirming documentation. Observance of any other type of bereavement requires authorization from your supervisor.

ARTICLE 17 – JURY DUTY

- 17.1 Any employee who is going to jury duty must present the juror summons notice to their supervisor and the Human Resources Manager immediately upon receipt. Any employee on jury duty will be moved to the day shift, temporarily, to accommodate jury service. Jury duty shall be considered a work day under Article 8.3 for calculation of overtime.
- 17.2 Full-time employees who are required to perform jury duty will receive regular compensation by presenting the verification of jury duty attendance.
- 17.3 The employee is required to report back to work if jury duty ends prior to 3:00 p.m. By way of example, since all employees required to perform jury duty will be placed on a 6:00

a.m. to 3:00 p.m. shift, if they are released from jury duty, the employee must report for the remainder of their shift, which ends at 3:00 p.m.

ARTICLE 18 – MILITARY LEAVE

- 18.1 Military leave, including leave with pay, shall be granted in accordance with law.

ARTICLE 19 – JOB OPENINGS

- 19.1 Openings in positions covered by this Agreement will be posted for five (5) days. Management reserves the right to solicit applicants from the outside and is not bound to hire from within the NBPA. Consideration will be given to employees of the NBPA, however, who are qualified to perform the duties of the position covered by this Agreement.

ARTICLE 20 – SEVERANCE PAY PROGRAM

- 20.1 Severance pay will be granted to all full-time employees in the following manner, except in circumstance where employee is removed under Article 6.1 and 6.2 provisions.
- (a) One (1) week severance pay based on a forty (40) hour work week will be granted to an employee who has had ten (10) years of continuous employment with the Authority.
 - (b) Full-time employees for a fifteen (15) year period will be granted two weeks severance pay based on a forty (40) hour week.
 - (c) Full-time employees with twenty (20) years of continuous employment will be granted three (3) weeks severance pay based on a forty (40) hour week.

ARTICLE 21 – DISCRIMINATION

- 21.1 Neither the Management nor the Union shall discriminate against any employee because of age, race, creed, color, sex, or national origin.

ARTICLE 22 – CREDIT UNION

- 22.1 It is agreed that the Parking Authority will provide a payroll deduction program for a credit union at the written request of the employee.

ARTICLE 23 – DRUG TESTING

23.1 The Authority's Drug and Alcohol Policy, as per Section 3.9 of the NBPA Employee Personnel Manual, is incorporated herein with the exception of the disciplinary regulations, which are covered in Article 23.2 below.

23.2 When an employee tests positive for drug and/or alcohol use in violation of the Authority's Drug and Alcohol Policy the following will occur:

23.2.A. **First Offense (Alcohol)**

1. An employee will be immediately suspended without pay from all duties (positive alcohol test of 0.04% or greater) and subject to suspension of thirty (30) work days.
2. The employee shall immediately be referred to the Authority's EAP for evaluation and referral regarding a treatment program.
3. Upon satisfactory completion of the Employee Assistance Program's (EAP) referral treatment program, the employee will return to active duty. Upon return to duty, the employee will be subjected to follow-up testing in a frequency determined by the Authority for a minimum of 24 months to ensure that the employee has no further positive results.
4. In the event that the Employee fails to satisfactorily complete the EAP's treatment program, it shall be considered a Second Offense, and the penalty set forth below shall be imposed.

23.2.B. **Second Offense (Alcohol)**

An Employee who tests positive for alcohol on second occasion will be terminated.

23.2.C. **Positive Drug Test**

An Employee who tests positive for drugs will be terminated.

23.2.D. **Refusal to be Tested**

An employee who refuses to be tested for drugs and/or alcohol will be terminated.

ARTICLE 24 – WAGES AND ALLOWANCES

24.1 The hourly wage schedule shall be as follows:

FULL-TIME EMPLOYEES

Property Maintenance

| | |
|----------|---|
| 1/1/2020 | \$23.80 per hour (0% increase over year prior) |
| 1/1/2021 | \$23.80 per hour (0% increase over year prior) |
| 1/1/2022 | \$24.40 per hour (2.5 % increase over year prior) |
| 1/1/2023 | \$25.01 per hour (2.5% increase over year prior) |
| 1/1/2024 | \$25.64 per hour (2.5% increase over year prior) |
| 1/1/2025 | \$26.35 per hour (2.75% increase over year prior) |

Custodians

| | |
|----------|---|
| 1/1/2020 | \$16.34 per hour (0% increase over year prior) |
| 1/1/2021 | \$16.34 per hour (0% increase over year prior) |
| 1/1/2022 | \$16.75 per hour (2.5% increase over year prior) |
| 1/1/2023 | \$17.17 per hour (2.5% increase over year prior) |
| 1/1/2024 | \$17.60 per hour (2.5% increase over year prior) |
| 1/1/2025 | \$18.08 per hour (2.75% increase over year prior) |

PART-TIME AND SEASONAL EMPLOYEES

Property Maintenance

| | |
|----------|---|
| 1/1/2020 | \$17.54 per hour (0% increase over year prior) |
| 1/1/2021 | \$17.54 per hour (0% increase over year prior) |
| 1/1/2022 | \$17.98 per hour (2.5% increase over year prior) |
| 1/1/2023 | \$18.43 per hour (2.5% increase over year prior) |
| 1/1/2024 | \$18.89 per hour (2.5% increase over year prior) |
| 1/1/2025 | \$19.41 per hour (2.75% increase over year prior) |

The increases shall be retroactive only for those employees on the payroll on the date the April 2022 Memorandum of Agreement (“MOA”) was fully ratified (April 20, 2022). (There shall be no retroactive wage payments to employees who have left employment, for any reason, since 12/31/19.) Upon full ratification of the April 2022 MOA, all current unit members shall receive a one-time, off-base ratification bonus of \$1,000.

- 24.2 Full-time employees working on a Monday-Friday regular forty (40) hour schedule shall be paid time and one-half for all hours worked on a weekend, except that overtime is not paid on Saturdays or Sundays when work on those days is part of the employee's regular schedule, e.g. employee begins work on Friday at 6:00 p.m. and works until 3:00 a.m. Saturday – the hours from 12:00 midnight to 3:00 a.m. are not overtime. Overtime for holidays is covered by Article 14.
- 24.3 Full-time employees whose regular forty (40) hour schedule begins on a day other than Monday shall be paid time and one-half for all hours worked on the 6th day of their scheduled work week and for all hours worked on the 7th day.
- 24.4 The Authority reserves the right to pay all employees on a weekly or bi-weekly basis. Payroll will be distributed on a Friday. The NBPA shall make every effort to distribute payroll on the closest possible weekday before a payday that falls on an official holiday. In certain situations, the NBPA reserves the right to modify a scheduled pay date.
- 24.5 Boot allowance shall be increased to \$150 per year beginning in 2022, effective on full ratification of the April 2022 MOA.

ARTICLE 25 – SICK POLICY

- 25.1 Sick days may be used for any sickness or injury. A physician's note will be required if an employee is out for three or more consecutive days or three days within a sixty (60) day period.
- 25.2 Use of sick time for any reason other than sickness and/or injury will not be tolerated. Management will move for disciplinary action as per Section 3.8 of the Personnel Manual and as per Article 6 of the Agreement when an employee has called out sick in excess of sick time that has been earned.
- 25.3 Excessive and/or chronic absenteeism as observed by the immediate supervisor and as determined by the Executive Director, will continue to be considered reason for immediate termination as per the Personnel Manual and this Agreement. Excessive and chronic are generally deemed as beyond what is usual and constant or frequently recurring.
- 25.4 The only exception to this policy will be in situations when an employee has been disabled or hospitalized for an extended period of time. Such cases will be reviewed by the Executive Director on a case by case basis. Full medical documentation will be required in these situations.

- 25.5 If an employee does not use any sick time throughout the year, they will be compensated with two (2) additional personal days the following year.

ARTICLE 26 – ATTENDANCE POLICY

- 26.1 All employees are to be at their stations prepared to work at the start of their shift.
- 26.2 All employees must call the Parking Services Department at least two (2) hours prior to the start of their shift to report an absence. All employees must notify their supervisor/manager and call the Parking Services Department at least one (1) hour prior to the start of their shift to report lateness. Failure to contact Parking Services will result in disciplinary action. Repeated violations of this policy may result in termination of employment.
- 26.3 Any absence without allocated sick time will subject the employee to disciplinary action up to and including termination.
- 26.4 Personal or vacation time may not be used for any unexcused absence.
- 26.5 Any employee absent for three (3) or more days without any notification to the Authority shall be terminated for job abandonment.

ARTICLE 27 – INCLEMENT WEATHER POLICY

- 27.1 Maintenance and Custodial employees are deemed essential employees and will be required to work during inclement weather and/or emergency situations, when scheduled by management.
- 27.2 Maintenance and Custodial employees who are scheduled to work or who have been called in to work, but do not show up during inclement weather shall result in the loss of sick time without pay equivalent to the missed hours, and will be subject to discipline.

ARTICLE 28 – SEXUAL HARASSMENT POLICY

- 28.1 The Union agrees with the NBPA Sexual Harassment Policy with the following exception:

Any employee who wishes to make a complaint of sexual harassment knows of the right to be represented by a union steward or officer. Similarly, any employee who is under

investigation for alleged violation of the policy has the right to union representation at every step of the procedure.

ARTICLE 29 – ELECTRICAL AND RELATED WORK

- 29.1 All major electrical work will be performed by a third-party vendor who is a licensed electrician paid at prevailing rates or by an NPBA employee who is a licensed electrician. Non-major electrical work, such as ballast and light fixture replacement, at the discretion of the Authority, may be assigned to an hourly or salaried maintenance employee. Any maintenance employee, whether hourly or salaried, may be assigned by the Authority to troubleshoot, maintain, or repair any parking meter, parking pay station, or parking access and revenue control system (PARCS).

ARTICLE 30 – DURATION OF AGREEMENT

- 30.1 This agreement shall run from 12:00 a.m., January 1, 2020 to 11:59 p.m., December 31, 2025. The parties shall meet no less than sixty (60) days prior to the end of this Agreement for the successor agreement.

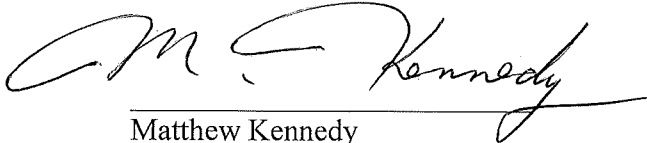
ARTICLE 31 – MANAGEMENT RIGHTS

- 31.1 The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and of the United States, including but not limited to the following rights, which shall survive the expiration of this Agreement:
- a. To manage, administer and control all NBPA facilities, functions and activities, including, but not limited to, determining: the services to be provided; the most efficient and effective means of delivering such services; the number of employees employed and the number of employees needed to provide a particular service; the schedules and shifts of all employees; the manner in which all work is performed; the staffing levels needed to perform such work; and all other personnel matters and methods.
 - b. To make rules of procedure and conduct as deemed necessary and appropriate; to determine when such rules of procedure and conduct are violated; and to determine the appropriate action to be taken to ensure such rules of procedure and conduct are followed, including but not limited to, determining appropriate levels of discipline.

- c. To determine the appropriate methods and equipment to perform the services of the NBPA, including, but not limited to, using improved methods and equipment; determining the duties and responsibilities of all employees; and determining the quality and quantity of the work required by all employees.
- d. To make reasonable rules and regulations as may from time to time be deemed appropriate for the purpose of maintaining order, safety, and/or the effective operation of the NBPA.
- e. To hire all employees, whether permanent, temporary, part-time or seasonal; to promote, transfer, assign or retain employees; to discipline employees as deemed appropriate, and to lay-off employees as deemed appropriate.
- f. To set starting salaries of all personnel based on relevant experience and qualifications within the guidelines established herein.

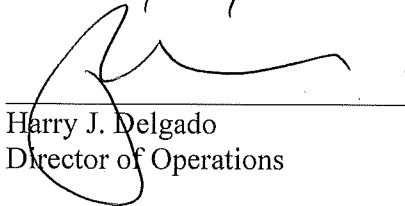
31.2 The management rights set forth herein, including, but not limited to, the adoption of rules, regulations, procedures, and policies, shall be limited only by the specific and express terms contained in this Collective Negotiations Agreement. All NBPA rules, regulations, procedures, and policies shall be deemed to be within the discretion of management unless in direct conflict with any specific provision contained within this Collective Negotiations Agreement.

FOR THE NBPA:



Matthew Kennedy
Executive Director

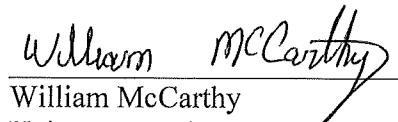
Dated: 6/20/22



Harry J. Delgado
Director of Operations

Dated: 6/20/22

FOR THE UNION:



William McCarthy
Union Steward

Dated: 6/20/22



Vincent Minichino
Secretary-Treasurer, Local 469

Dated: 6-20-2022