

**AGREEMENT**

**Between**

**The Borough of Hasbrouck Heights**

**And**

**IUPC&PE Local 911  
Hasbrouck Hgts. DPW Unit**

**Jan.1,2004 to Dec.31,2006**

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**ARTICLE I**  
**PREAMBLE**

THIS AGREEMENT entered into this\_ day of\_ 2004, by and between BOROUGH OF HASBROUCK HEIGHTS, with its principal place of business at 248 Hamilton Avenue, Hasbrouck Heights, County of Bergen and State of New Jersey, a municipal corporation of the state of New Jersey, hereinafter called the "Borough", and INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, LOCAL 911, with its principal place of business at 660 Mantoloking Rd., Brick, N. J. 08723 duly appointed representative of the sanitation, garage, disposal, road employees, and DPW secretary and clerical hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

**WITNESSETH:**

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Employer and the employees and to set forth herein the agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

**ARTICLE II**

**RECOGNITION**

A. The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all permanent employees now employed or to be employed in sanitation, garage, disposal and road department, as well as the D.P.W. secretary and clerical personnel. Said unit does not include supervisory employees working in the position of general foreman, in any other position higher than foreman other than those designated, office and clerical employees of the Borough, and all those matters as set forth herein pertaining to wages, hours, and other terms and conditions of employment regarding said employees.

B. An "employee" shall be defined to include all bargaining unit members, subject to Department of Public Works supervision direction, the plural as well as the singular, and to include males and females.

C. Schedule A, attached hereto, contains a list of the titles presently covered by this Agreement.

D. Schedule B, attached hereto, contains job descriptions for each of the titles covered by this Agreement.

### ARTICLE III

#### PERFORMANCE OF OTHER DUTIES

A. In recognition of the fact that night sweeper work and leaf pushing work is not a regularly scheduled shift, but work required to be performed on occasion, such work shall be compensated at a ten (10%) percent additional differential.

B. The Superintendent may appoint a qualified employee to perform the duties of a machine operator without an increase in pay for a period of one (1) work day. Should an employee work more than one (1) consecutive work day, the employee shall receive the salary commensurate with that position beginning on the second work day.

C. Notwithstanding the language mentioned in Section D of this Article, the higher pay will not apply during the period of training of the employee by the Borough. A list of hour requirements for training for the categories of operator will be provided by the Borough to the employees, as well as posted on the Department bulletin board, where applicable.

D. Work performed will approximate to that productivity of like work performed in the private sector. In the event of a dispute of like work dissemination, Article X will apply.

### ARTICLE IV

#### WAGES AND LONGEVITY

A. All employees in the bargaining unit shall receive a percentage increase across-the-board as follows:

January 1, 2004 - 3.75%

January 1, 2005 - 4%

January 1, 2006 - 4%

Reduce salaries for employees hired after March 4, 1998 (See

attached Addendum) After completion of 5 {five} years of permanent employment their salary will increase according to the Addendum.

B. In addition to the wage increase, employees, except as noted below, shall receive a longevity bonus in accordance with the following schedule:

After three (3) to six (6) years of service	Two (2%) percent
After seven (7) years to ten (10) years of service	Three (3%) percent
After eleven (11) to fourteen (14) years of service	Four (4%) percent
After fifteen (15) to eighteen (18) years of service	Five (5%) percent
After nineteen (19) to twenty-two (22) years of service	Six (6%) percent
After twenty-three (23) years	Seven (7%) percent

C. Employees hired after 01/01/2001 shall not receive longevity.

D. All bargaining unit employees will be paid on a bi-weekly basis as of 01/01/2002.

\*\*\* The first pay day of the year shall be the second Friday in January for All Borough employees. Being that DPW employees are paid hourly the Borough will adjust their paychecks accordingly.

E. New Position and Grade-Tree Trimmer grade 1 and 2

Keep Tree Foreman and make current Tree Trimmer grade 1. Create Tree Trimmer grade 2 at same rate as Operator grade 2.

F. Clerical staff-Change classification for employees hired prior to March 5, 1998 to Clerical grade 1 & 2. All new clerical staff will be hired at Clerical Grade 2.

G. In order to qualify for such longevity pay, the employee must have completed the scheduled years of continuous service with the Borough. Whenever an employee receives an increase in salary during the year as a result of a change in the base salary, the employee will receive a longevity increase on the new base salary at the same percentage heretofore received at the prior base

salary. Additional compensation of any other nature will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the Borough. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service for computing longevity.

H. Entry level status and wage rate for semi-skilled and skilled classifications which meet the job performance criteria will be determined by the Borough at the time of employment and not subject to Article X of this Agreement.

J. At the sole discretion of the Borough (and not subject to Article X), the time frames for receiving the wage rates set forth in Section D. 1. of this Article may be accelerated, based on the employee's overall work performance.

#### **ARTICLE V** **INJURY LEAVE**

A. Whenever a permanent employee, subject to this Agreement is incapacitated for duty because of an injury sustained or incurred in the performance of his duty, he shall be entitled to injury leave if the prognosis is that the employee will return to regular duty by the completion of said leave, at the rate of pay in existence at the time of his injury for a period of not more than twelve (12) months commencing with the date of such injury. The length of said leave shall be determined by the Borough Council or designee. Any temporary disability insurance or workers' compensation payments shall be credited toward the full pay of the employee so that no employee shall receive more than the pay they would normally receive if they were working. Incapacity shall be defined as being physically unable to perform any job function within the bargaining unit. Leave shall be granted for work incurred injury as long as injury is covered by Workers Compensation Insurance. If Workers Compensation releases employee to return back to work within 12 months of date of injury, and employee takes additional time off, said time is without pay. Not returning to work upon release by Workmens Compensation Insurance carrier will result in the terms of Article VI - Sick Leave, section N being enforced. Failure to comply with all requirements and regulations of the Borough's Workmens Compensation Insurance Coverage Policies will be grounds for termination. If the employees attending physician disagrees with Workmens Compensation determination a third opinion will be sought.

The Superintendent or designee reserves the right to require an employee to work in a job function within that employee's job description even if he is injured on duty and cannot perform his normal primary job functions.

B. The Borough shall pay hospital, medical, and surgical expenses, to the extent provided by the current health insurance or workmens compensation insurance, incurred by any employee subject to this Agreement who is injured in the performance of his duty while he is subject to Section "A" of this Article.

C. Employees who are injured, whether slight or severe, while working must make a report within the scheduled hours of the working day of the injury thereof to the Superintendent or his designee. Failure to make such report will discredit the insurance claims of the employee for such injury; if, however, the insurance carrier later verifies the injury, benefits will only become effective under this contract as of the verification date.

D. In the sole discretion of the Superintendent or his designee, the employee must submit to an examination by a physician appointed by the Borough with the complete expense of such examination to be borne by the Borough. If the employee refuses to submit to an examination or refuses to follow the instructions of the attending physician, the time lost shall be considered sick leave, pursuant to Article VI of the Agreement, except that no extended sick leave as set forth in Paragraph "P" of that Article shall be available to the employee.

E. Failure to wear or use required safety equipment shall be cause for disciplinary action and may be reason not to grant injury leave.

F. All required safety equipment will be posted on the bulletin board at the D.P.W. garage.

G. An employee requesting injury leave under this Article shall not engage in any other employment activity, either with the Borough or with another employer. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of injury leave benefits and immediate termination by the Borough.

#### **ARTICLE VI** **SICK LEAVE**

A. Sick leave is hereby defined to mean absence of an employee from post or duty because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee.

B. A member of the immediate family is interpreted to mean husband, wife, children, mother, father, sister, brother, or grandparents. Should the member of the immediate family live more than fifty (50) miles from the Borough, the employee must produce



a physician's certificate to show the necessity of the employee attending to the illness.

C. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted period of illness of a member of the immediate family as defined in Section B of this Article. Sick leave shall be ten (10) days per year, except for the first calendar year for new employees, at which time they will receive sick days on a prorated basis of two and one-half (2-1/2) days per quarter worked.

D. Employees will be permitted unlimited accumulation of sick days for application to terminal leave as per Article VII. Any accumulated time to be available for use after 10 sick days are used in any year. For those employees hired prior to the signing of this contract the number of accumulated as well as banked days will be frozen and available for terminal pay upon retirement.

E. When an employee does not report for duty for a period greater than three (3) consecutive days because of sickness, he shall show proof of his inability to work by submitting to the Superintendent a certificate, signed by the physician in attendance, to the effect that said employee was not, on the date(s) of leave in question, physically able to perform any duty connected with his job. At the discretion of the Superintendent or his designee, a note from doctor may be required for each sick day after 5 occurrences. An occurrence shall be defined as a day or group of days taken at the same time for a single illness.

If requested, the employee shall submit to an examination by a physician appointed by the Borough to substantiate such illness, the complete expense of such examination to be borne by the Borough. If the Superintendent determines a pattern of suspect or abusive illness exists, or a persistent occurrence of one (1) day or two (2) day absences appear on the employee's record, the Superintendent or his designee shall have the right to demand a physician's certification of illness notwithstanding the three (3) day limitation. Refusal to comply with requests for any physician's certificate of illness will subject the employee to disciplinary action.

F. In all cases of reported illness or disability suffered by an employee or a member of the employee's immediate family, the Borough reserves the right to send a physician to examine or report on the condition of the patient to the Superintendent or designee. If the suspected period of illness or disability of the employee or a member of the employee's immediate family is for a lengthy time, the Superintendent or his designee may require interim report on the condition of the patient at weekly intervals from the attending physician and/or the Borough medical physician.

G. The rules which follow apply to the payment of salaries during periods of illness or disability to permanent full time employees. No permanent part time, temporary, seasonal, provisional or probationary employees are entitled to compensation for such absences, whether they are of a long or short sick leave duration.

H. No employee shall be allowed to work and endanger the health and well being of other employees. In light of this, the employee may be directed to take sick leave by the Superintendent. The Superintendent may direct the employee to the Borough physician for an opinion as to eligibility of the employee(s) to be absent from work.

I. Sick leave with pay shall not be allowed under the following conditions:

1. When in the opinion of the Borough medical physician, the disability or illness is not of a sufficient severity to justify the employee's absence from duty subject to the provisions of Paragraph "J" of this Agreement;

2. When an employee does not report to the Borough physician after being requested to do so.

J. The recommendations of the Borough physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or of the fitness of the employee to return to duty, shall be considered by the Superintendent in determining whether or not to reinstate the employee in question. The Superintendent reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the employee's personal physician to require the employee to submit to an examination by a third doctor.

K. In charging the employee with sick leave, the smallest unit to be considered is one-half (1/2) of a work day.

L. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may normally be scheduled within the employee's regular time off. The utilization of sick leave for elective medical services will not be considered without sufficient medical evidence that scheduling the medical or dental services can only be accomplished during the work day.

M. If the employee is absent from work for reasons that entitle him to sick leave, the Superintendent or his designee shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which the

employee is absent. Failure to so notify the Superintendent or his designee may be cause for denial of sick leave for that absence. An employee who is absent for two (2) consecutive days or more and does not notify the Superintendent or designee on either of the first two (2) days shall be subject to disciplinary action.

N. An employee who is absent for a period of five (5) working days and does not notify the Superintendent or his designee shall be determined to have abandoned his position and shall be considered terminated.

Extended Sick Leave:

0. 1. If an employee with five (5) years or more continuous service with the Borough shall be required to continue his absence from post or duty, as defined in Section A of this Article (Excluding use of extended leave for attendance upon a member of the employees immediate family seriously ill and requiring the care or attendance of such employee), and the physician's prognosis is that the employee will return to his regular duties within the time period granted, after the expiration of all his accumulated sick leave, if any, his sick leave shall be extended not to exceed one (1) year, inclusive of the period covered by his accumulated sick leave, if any, subject to the following:

The employee shall be entitled to extended sick leave only if the period of his incapacity exceeds ten (10) consecutive work days after the expiration of his original accumulated sick period, if any; if the period of his incapacity does exceed ten (10) consecutive work days, he shall receive extended sick leave from the date of the expiration of his original accumulated sick days, if any.

2. An employee who has less than five (5) years continuous service with the Borough shall receive extended sick leave as defined in Paragraph 1 of this Section but subject to the following leave schedule;

<u>Years of Service</u>	<u>Maximum Period</u>
0-1	None
1-3	6 months
3-5	9 months

3. An employee while on extended sick leave, in accordance with this Section, shall be paid at the rate of pay he received at the time of his illness or injury. Employees under extended sick

leave shall not be eligible for any wage increase, uniform allowance, personal day payment or vacation accrual which occurs during the period of extended sick/injury leave.

P. Payments which an employee receives under the provisions of Workers Compensation or Temporary Disability laws shall either be remitted to the Borough or used as an offset to full salary payments. No employee while receiving such payments shall receive more than the full salary he would have received at the time of his injury.

Q. Employees, when sick, shall be responsible for notifying the department of any place of confinement or any subsequent change in their place of confinement. If an employee is unable to report such confinement or change thereof, a relative or other responsible person shall advise the department as to their place of confinement or any change in their place of confinement. When the employee is at his place of confinement, he is restricted to such, except for visits to a pharmacist or physician, when the employee is out sick. All employees, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four (24) hour period, except with written approval of the Superintendent or designee.

R. Abuse of sick leave shall be cause for disciplinary action.

S. An employee under this Article shall not engage in any other employment activity, either with the Borough or with another Employer. Any employee who is found to be engaged in employment with any other Employer will be subject to suspension of sick benefits and immediate termination.

**ARTICLE VII**  
**TERMINAL PAY**

A. Each employee with less than fifteen (15) years of continuous service shall receive payment of an amount equal to the below schedule of their unused sick leave upon retirement.

Less than ten (10) years . . . . .	0%
Less than eleven (11) Continuous years. . . . .	5%
Less than twelve (12) Continuous years . . . . .	15%
Less than thirteen (13) Continuous years . . . . .	25%
Less than fourteen (14) Continuous years . . . . .	35%

B. Each employee with fifteen (15) or more years of continuous service shall be entitled to receive payment of an equal amount to forty (40%) percent of their unused sick leave upon retirement, as defined by PERC, up to a maximum of four thousand five hundred (\$4,500.00) dollars.

C. Upon retirement with 20 or more years of service with the Borough of Hasbrouck Heights, and the required # of accumulated and unused sick days, terminal leave to be calculated as follows:

Less than 20 days accumulated - terminal leave to be # of days times current rate of pay

21 - 39 days accumulated - 1 month terminal leave (1 month = 1/12 of annual salary)

40 - 59 days accumulated - 2 months terminal leave

60 or more days accumulated - 3 months terminal leave

Employee may elect to convert said terminal leave benefit to an equivalent amount in pay to be paid upon retirement.

### ARTICLE VIII HEALTH BENEFITS

A. The Borough shall provide hospitalization insurance coverage, and major medical coverage with "Rider J" endorsement to all permanent employees covered under this Agreement.

B. The Borough shall repair eye glasses when eye glasses are damaged or broken in the course of employment for members of the Union provided that such damage is not due to the employee's negligence.

C. The Borough agrees to continue providing to the employees covered under this Agreement family dental insurance. The Borough shall pay the entire cost of the Dental Plan.

D. The Borough shall provide for continuing medical coverage for retirees and their families. Medical coverage shall be defined to mean that same level of coverage or coverages which are then provided to active employees of this bargaining unit. Retirement shall be defined pursuant to the New Jersey Public Employment Retirement System. Retirement after twenty-five (25) years of service with the borough, the borough shall pay one-hundred percent of cost coverage or coverages, for member and family as applicable, referred to herein. Medical coverage for retirees and their families shall not include dental coverage or any other insurance coverage that may be provided to members of this bargaining unit. In the event that an employee retires on a work caused disability pension, the Employer shall pay one hundred (100%) percent of the insurance costs. Benefits provided to retirees herein shall be deemed to be vested in the retiring employee at the time of the retirement. The obligation to provide the retiree medical benefits shall continue regardless of the decision of the Borough to change insurance companies and/or to become self-insured in the future.

E. The Borough shall provide to its employees prescription

drug insurance. Effective January 1, 1994, irrespective of premium obligation, the prescription plan shall have a five (\$5.00) dollar co-pay for brand name drugs and a three (\$3.00) dollar co-pay for generic drugs.

F. Effective April 1, 1993, an optional stipend will be available to employees who wish to waive dual coverage for any and/or insurance coverage provided for by the Borough. If said waiver occurs, the employee will receive twenty-five (25%) percent of the difference between the original coverage designation and the new coverage designation. Prior to receipt of said stipend, the employee must provide to the Borough copies of the policies of the employee's spouse in which the dual coverage waiver is being sought to prove coverage. The employee must be out of the original designation at least one (1) year from the time of the waiver before re-entering the previous coverage and can only re-enter during the open enrollment period. If the employee attempts to re-enter and fails to give the Borough at least ninety (90) calendar days notice or by a certain date prior to the open enrollment period (as determined yearly by the Borough) and then wishes to re-enter during the open enrollment period, the employee will pay twenty-five (25%) percent of the return premium, except for exigent circumstances.

G. The Borough reserves the right to change insurance carriers and/or self-insure so long as substantially equivalent benefits are provided. If the Borough should change insurance carriers, reasonable advance notice of intent to change will be given to employees of the bargaining unit. The Borough may change insurance carriers and/or self-insure provided the benefits are equal to or better than the coverage provided to the other bargaining units in the Borough.

#### **ARTICLE IX** **BEREAVEMENT LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, but in no event shall said leave exceed three (3) consecutive work days.

B. The immediate family shall be defined to include spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, or grandparents of the employee and, subject to the approval of the Superintendent, any dependents of the employee actually residing in the employee's residence at the time of death.

C. The employee shall be granted one (1) day off, the day of the funeral, without loss of pay for the funeral of any other

relative not defined as immediate family. If an employee covered by this Agreement has to travel four hundred fifty (450) or more miles to attend a funeral, he shall be entitled to one extra (1) day without loss of pay.

D. Verification of the event may be required by the Borough and must be received by the Borough within five (5) calendar days of the event.

## ARTICLE X GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with any appropriate member of the department.

C. In regard to the Borough and the employees covered by this Agreement, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety, unless any step is waived by mutual consent:

### Step 1:

The aggrieved or the Union shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purposes of resolving the matter informally. Failure to act within five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

### Step 2:

If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented to the Superintendent or his appropriate designee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The

Superintendent or his appropriate designee shall respond, in writing, within ten (10) calendar days of the submission.

Step 3:

If the Union wishes to appeal the decision of the Superintendent or his designee, such appeal shall be presented in writing to the Borough Council within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relation to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within fifteen (15) days of the submission.

Step 4:

If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration within ten (10) calendar days of the decision of the Borough, to the New Jersey State Board of Mediation. The arbitrator selected, according to the rules and regulations of the Board, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

a. The parties will direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provisions of this Agreement, the Constitution of the United States and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

c. The arbitrator shall be limited to deciding one issue upon one set of facts. No multiple grievance arbitrations will be permitted.

d. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Borough and the Union.

e. Upon prior notice to and authorization of the Superintendent, the designated Union representative shall be permitted to confer with employees in the Borough regarding the grievance procedure set forth herein during the working hours of the employees without pay, provided that the conduct of such



business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

f. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits at any step in the grievance procedure.

#### ARTICLE XI ON CALL

A. "On Call" shall comprise the period from 3:30 p.m. Friday to 7:00 a.m. Monday, inclusive. The man "On Call" shall receive two (2) hours pay for Friday night, three (3) hours pay for Saturday, and three (3) hours pay for Sunday at straight time as compensation for his availability. Should an "On Call" man not respond to an overtime activity, and after a determination of the circumstances, if warranted, the compensation for that day shall be denied to him and disciplinary action will be considered. Emergency lunch payment will not be applied to the "On Call" period.

A1. Except for Sanitation Employees - one (1) qualified employee, on a rotating basis, shall be "on call" each weekend for emergencies.

Employees must complete one (1) year of appropriate, trained employment with the department before they are qualified to be available for "On Call" assignment. During this one (1) year period, the employee(s) will be instructed and given training to qualify for work under this provision.

B. "On Call" shall be determined by a strict rotational list which will be established by the employees who are interested in such by placing their names on a list. The employee who is at the top of the list shall be offered the "on call" position for the scheduled weekend coverage; then the following weekend, the next man on the list will be eligible, and the next man after that for the following weekend, and so on down the line to guarantee that each qualified man is given the opportunity to be "On Call".

However, if an employee cannot work the "on call", he may have the option to arrange for another qualified man to cover for whatever period of the "on call" time the scheduled man cannot cover.

The rotation list remains intact. Should the rotation "On Call" man decline the "On Call" for his rotation and declines to make arrangements for another qualified man to fill in, the "on call" will be offered to any qualified man based on seniority and availability.

A qualified man is defined as an employee who has had at least one (1) year of practical experience in the procedures and machine workings pertaining to sewer emergency situations.

Employees will not be permitted to pick and choose their "on call" assignments, nor shall employees be allowed to switch their "On Call" assignments with other employees. The list shall be the sole determining factor for "On Call" assignments.

C. 1. An employee who is unable to be the "on call" man and who has arranged for coverage must notify the Superintendent or his designee no later than 8:00 a.m. on the Friday before said weekend.

D. In the event that other emergency or overtime situations occur during the period from 8:00 a.m. Monday through 8:00 a.m. Friday of the week following the "on call" period, the employee who was "on call" shall be given first opportunity to work those situations. Should the "on call" man decline to work, or is not available to work, then the detail shall be assigned by employee availability by the Superintendent or designee.

E. In consideration that the day of Easter Sunday, Thanksgiving Day, Christmas Day, New Years Day are days of special celebration, should an emergency occur, any employee required to work shall be compensated at two (2) times the hourly rate.

Note: The "On call" man shall notify the Superintendent or his designee no later than 8:00 a.m. Friday before the "on call" weekend as to his availability to work should an emergency occur during these "special" days.

F. In the event of an emergency condition which occurs at any time and is beyond the realm of the "on call" employee's qualifications, the employee who has the job qualifications which pertains directly to the emergency situation at hand shall be called for response. In the event that an additional employee is required, the employee "on call" shall have the first opportunity to work the detail, provided he is qualified to perform that task.

G. 1. In the event that emergency sewer blockage or other

activity occurs during the "on call" period, the employee(s) shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for that time in which work on those activities, as set forth above, are being conducted.

2. If the employee is called out for a sewer emergency or other overtime activity during the "on call" period, he shall be paid for a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times the hourly rate and thereafter, in accordance with Article XIV, paragraph A.

3. In consideration of the time necessary for the "on call" man to travel to and from the public works garage to respond to an emergency, as defined, an additional one (1) hour wages at regular rate will be paid.

H. If the employee designated "on call" is on vacation the week prior to the "on call" period, he shall not take the scheduled "on call" period. The procedure outlined in Paragraph B will be followed.

J. In the event of an emergency, two employees will be called in. *On occasion more employees would be needed in high traffic areas such as Route 17, Terrace Avenue or other State and County Roads. Emergencies under these circumstances might require that more than 1 employee would be called in at the discretion of the Superintendent.*

**ARTICLE XII**  
**VACATIONS**

A. All employees shall be granted vacation leave based upon the following schedule:

<u>UPON COMPLETION OF</u> <u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
During first year	4 hours per month
One (1) year	10 days
Five (5) years	15 days
Seven (7) years	16 days
Nine (9) years	17 days
Ten (10) years	18 days
Twelve (12) years	19 days
Fourteen (14) years	20 days
Sixteen (16) years	21 days
Eighteen (18) years	23 days
Twenty (20) years	25 days
Twenty-five (25) years	30 days

Vacation Leave must be earned in the prior year before it can be

taken. The number of years of service to the Borough for purposes of vacation will be determined on December 31st of each year. Vacation leave is not available to probationary employees until they are permanently hired. Vacation leave shall be scheduled for the mutual convenience of the Borough and the employees; however, if requested, each employee must take two (2) weeks of his vacation between Memorial Day and Labor Day of each year. Vacations shall be scheduled by the Superintendent so as not to interfere with the normal and efficient operation of the Department.

B. An employee, with prior approval of the Superintendent or his designee, may charge a single day or two days against his vacation time, but no more than five (5) vacation days shall be used in this manner for that purpose during any year.

C. All vacation time shall be used in the current year and shall not accumulate without the prior approval of the Superintendent and further subject to any special provisions that the Superintendent, in his sole discretion, determines to be in the best interests of the Borough.

D. It is the policy of the Borough that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure, and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained for the Borough.

E. The vacation schedule shall be posted by the Borough on January 2nd of each year on the bulletin board, and shall remain posted until February 28th for employees to select their vacation periods. In preparing the final vacation schedule, the Borough shall endeavor to assign vacations on the basis of the seniority of its employees. The Superintendent or his designee shall, in any event, have the right to schedule vacations so as to obtain the manpower necessary to maintain adequate coverage during the vacation period. An employee shall have his vacation determined at the discretion of the Superintendent.

F. An employee with four (4) weeks of vacation shall take one (1) week prior to May 1st and two (2) weeks between May 1st and August 31st, and one (1) week between September 1st and December 31st.

G. An employee with five (5) weeks of vacation shall take two (2) weeks prior to May 1st, two (2) weeks between May 1st and August 31st and one (1) week between September 1st and December 31st.

**ARTICLE XIII**  
**HOLIDAYS**

A. The following holidays will be recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day (General)
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Eve (Four (4) hours)
15. Christmas Day
16. New Year's Eve (Four (4) hours)

B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this Agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for purposes of this Agreement.

C. An employee must work the full work day before and the full work day after any holiday in order to receive holiday pay, unless he has received prior approval from the Superintendent to miss either one or both of the days before and after the holiday. Sanitation personnel must work as per Paragraph C and include the scheduled holiday pay. If the sanitation employee elects to not work the holiday, he must notify the Superintendent or his designee two (2) working days prior to the holiday.

D. If a holiday falls within the vacation period of an employee, the employee shall receive an extra day of vacation at the discretion of the Superintendent.

E. Employees who work on any of the above holidays shall be paid for such work at the rate of two and one-half (2-1/2) times the employee's regular rate, which shall be inclusive of the holiday pay. The exception to such being the conditions set forth in Article XI, Paragraph F.

**ARTICLE XIV**  
**OVERTIME**

A. Overtime shall be paid for all work performed in excess of eight (8) hours per day when the excess work is performed prior to or after the regularly scheduled work day performed. Overtime shall be paid at the rate of one and one-half (1-1/2) times the computed hourly rate. If an employee has an unexcused, unpaid absence during the normal work week, then overtime will be paid for all work performed in excess of forty (40) hours. Employees, other than sanitation, who are required to work Saturday shall be paid at the rate of time and one-half (1-1/2). Employees required to work Sunday shall be paid at the rate of time and one-half (1-1/2). Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked prior to the normal shift, but such overtime payment or determination of such payment shall not apply to any of the hours worked during the normal shift.

B. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available, except an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

C. Overtime work shall be kept to a minimum, if possible, and must be authorized in advance by the Superintendent or his designee. The reasons for granting the overtime shall be noted on the time report and certified by the Superintendent or his designee. Failure to receive permission to work overtime, if the employee should work such, will result in disciplinary action being taken against the employee for taking unauthorized overtime. Reports of all overtime work, supported by the reasons therefore, shall be submitted to the Superintendent. All questions relating to the contents of the overtime report shall be brought to the attention of the Superintendent.

D. The Superintendent shall endeavor to notify the employees of any Saturday and/or Sunday work not later than the end of the shift on Friday of that week only if such Saturday and/or Sunday work is scheduled prior to the end of the shift on Friday of that week. Nothing contained in this Article shall be construed as a guarantee of overtime, nor shall the right of the Superintendent to cancel such overtime be limited under this provision.

E. In any week in which there is an authorized holiday, such holiday shall be credited to the employee as a normal work day in computing his compensation for overtime pay.

**ARTICLE XIV - A**

**EDUCATIONAL PROGRAM**

The Borough agrees to contribute one (0.01) cent per hour for each hour an employee covered by this Agreement works, up to a maximum of two thousand eighty (2,080) hours annually to the Local 911 Educational Fund. Such Fund is to be administered in accordance with the Local 911 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees as set out in said Agreement.

**ARTICLE XV**

**SAFETY**

A. The Borough shall do all that is reasonably necessary to maintain safe working conditions and to fulfill the legal requirements to maintain its premises in safe condition. However, anything contained herein to the contrary notwithstanding, the Borough does not hereby waive any legal defenses it may have.

B. A safety committee shall be established to be comprised of two (2) employees from the Union and two (2) members of the Borough, who shall meet periodically to discuss safety conditions on the job.

C. The Borough will post a list of necessary safety equipment for all job maintained by this bargaining unit. Employees will be required to familiarize themselves with the necessary equipment and wear it during working hours. Failure to wear the required equipment will result in disciplinary action.

**ARTICLE XVI**

**MEMBERSHIP MEETINGS**

A. The Borough shall allow the Union one (1) hour of non-accumulated paid time per month for the conduct of membership meetings of the Union, so long as such membership meetings do not interfere with the normal work day. Such meetings shall be held after 3:00 p.m. and the Union will attempt to give the Superintendent five (5) days notice as to the scheduling of any such meeting.

B. The Borough, if it desires, reserves the first fifteen (15) minutes to discuss business pertinent to department business.

C. The meeting shall take place at a Borough facility.

**ARTICLE XVII**

**MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Borough reserves to itself sole jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

1. To direct the employees of the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for just and proper cause against employees covered by this Agreement;
4. To make assignments, work and schedule shifts, including overtime assignments;
5. To relieve employees from duties because of lack of work or any other legitimate reason;
6. To maintain the efficiency of the Borough's operations that are entrusted to it;
7. To determine the method, means and personnel by which such operations are to be conducted; and,
8. To take any other lawful action, with respect to its employees, permitted.

**ARTICLE XVIII**

**WORKING HOURS**

A. The normal work week shall be from Monday to Friday and shall be comprised of five (5) days of eight (8) hours each period, except for sanitation employees.

B. As for sanitation employees, they shall commence work at the appropriate time established by the Superintendent and shall continue until their daily assigned tour of duty has been completed. The time at which sanitation men shall start work shall be no later than one-half (1/2) hour prior to the time of departure for collection routes. This is to assure that the sanitation vehicles are hydraulically, pneumatically, mechanically



and fuel-ready to proceed to their routes.

C. All Full time employees shall receive no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay. Coffee break time shall be assigned at the discretion of the Superintendent so as to not affect the normal and efficient operations for the department.

D. When an employee cannot report for work he shall notify the Superintendent or his designee one (1) hour prior to the scheduled starting time.

## ARTICLE XIX

### PERSONAL DAYS

A. All employees, except those noted in this section, shall be entitled to no more than three (3) personal days off with pay to be used within the calendar year in question.

B. Personal leave days with pay may be withheld by the Superintendent if said day requested is the day before or the day following any paid holiday or vacation period, except under extenuating circumstances to be determined by the Superintendent.

C. Application for personal days must be in writing and must contain the reason for such leave and be submitted to the Superintendent or designee at least seventy-two (72) hours in advance of the requested day. However, if an emergency should arise in which the necessity for a personal day occurs with less than seventy-two (72) hours available notice, the Superintendent may grant such request so long as such request does not interfere with the normal and efficient operation of the department.

D. A new employee must have a minimum of six (6) months credit within the calendar year before he shall be eligible for benefits within the same calendar year.

E. Temporary employees and part-time employees are not eligible for this benefit.

## ARTICLE XX

### MILITARY LEAVE

A. 1. Permanent employees who enter upon active duty with the military or naval service in war time emergency, or a reserve of any branch of the armed forces or member of the National Guard,

who shall be called up for active duty into the armed forces under war time emergency shall be granted a leave of absence for a period of service (not to exceed the legal requirements of such) and three (3) months thereafter. In case of service connected illness or wound which prevents the employee from returning to his employment, such leave may be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the employee's date of discharge.

2. Pursuant to the laws of the United States (i. e. Veterans Reemployment Rights), an employee who is called into active duty as set forth above and wishes to return to a job with the Borough covered by this Collective Bargaining Agreement will be entitled to return to a job so long as he meets the requirements and responsibilities of the Veterans Reemployment Rights law and/or any other federal or state law which is applicable.

B. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.

C. A permanent employee who enlists in a reserve component of the armed forces of the United States or is otherwise required to perform an initial period of active duty for training shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

D. An employee with provisional or temporary status who enters upon active duty with the armed forces or who enlists in a reserve component of the armed forces of the United States, or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned his position.

E. A permanent employee who is a member of the National Guard or naval militia or a reserve component of any of the armed forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. The Borough further agrees to allow the necessary time for any employee in the reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled work time lost.

F. A full time, temporary, provisional employee who is a member of the National Guard or the naval militia or a reserve component of the armed forces of the United States who is required

to undergo annual field training or annual active duty for training shall be granted a leave of absence with or without pay as provided by Borough regulation.

G. The Borough agrees to pay the employee for all reasonable time involved in reporting for a physical examination for military service, so long as such examination is pursuant to military duty.

## ARTICLE XXI

### JURY DUTY

A. An employee who is called for jury duty shall be paid eight (8) hours straight time for scheduled working time lost.

B. When an employee receives notice of jury duty, he shall immediately advise the Superintendent or his designee, who in turn shall notify the Borough Clerk and Treasurer, so that the required deduction of juror's pay can be made from regular pay.

C. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to noon time.

## ARTICLE XXII

### NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Union agree that all employees covered under this Agreement shall have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE XXIII

### PROMOTIONS, TRANSFERS AND JOB VACANCIES

A. The Borough shall maintain the evaluation procedure by which written evaluations of an employee's job performance may

provide criteria for promotions and transfers. The Superintendent shall be responsible for evaluating all employees covered by this Agreement.

B. If new jobs are created or permanent vacancies occur of at least thirty (30) days during for a higher rated position, the Borough shall determine the qualifications required for such position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be a successful bidder. If the employee is dissatisfied with the determination of the Borough, said employee may institute a meeting with the Superintendent or designee within three (3) calendar days after the notification of selection is made. An employee must serve in a position for a least two (2) years before he can become eligible for promotion and/or classification, unless there are extenuating circumstances as determined by the Superintendent. Said decision(s) to promote/change classifications or waive the two (2) year requirement shall not be subject to Article X of this Agreement. The employee must serve in the position for a probationary period not to exceed sixty (60) calendar days and that shall be in accordance with Section E of this Article.

C. The Borough agrees to post a notice of any new job or vacancy on the bulletin board for a period of three (3) working days. Such notices shall contain a description of the job, the rate and when the job shall be available. Employees who are interested, in order to be eligible, must sign the notice. An employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on the basis of departmental seniority, provided that the applicant has the necessary skills and ability to perform the work required, as determined by the Superintendent. However, all other employees are eligible to bid.

D. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the three (3) working days required under Paragraph C of this Article.

E. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days, which after thirty (30) days, the Union shall be notified that the training period is continuing for an additional thirty (30) days. If it shall be determined by the Borough at any time during this training period that the employee is unqualified to perform the duties to which he was promoted, the Borough shall place the employee in his former position or in a position equivalent thereto. The promoted employee shall receive the rate of pay for the job in question after fifteen (15) calendar days in that job.

If removed from the position at any time during or at the end of the training period, the employee in question shall then receive the rate at the position to which the employee is assigned following his removal.

F. The Borough shall establish the hourly rate for any new or materially changed position and shall notify the Union in writing of such rate. If the Union files a written protest, the Union and Borough shall jointly study the new or changed job title and its relationship to the other job titles in the Borough's system on the basis of factors and procedures that are customarily used in the job evaluation programs of the Borough.

**ARTICLE XXIV**

**MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that for the entire term of this Agreement, either the Union or anyone acting on its behalf will not cause, authorize or support any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow-down, walk-out, or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in the strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow such action to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right 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.

**ARTICLE XXV**

**EMERGENCY LUNCH PAYMENT**

A. The Borough shall pay to each employee the sum of two dollars and fifty cents (\$2.50) when that employee is called back to work at any time after his normal work day for a period of

three (3) hours or when that employee continues working after his normal work day if the actual work performed is for more than three (3) hours but less than four (4) hours. In the event that work performed is for four (4) hours or more, payment shall be in the sum of five (\$5.00) dollars instead of two dollars and fifty cents (\$2.50) - Every four (4) hours thereafter, the employee shall receive two dollars and fifty cents (\$2.50).

B. This Article shall not apply to scheduled non-emergency overtime.

## ARTICLE XXVI

### SENIORITY AND LAYOFFS

A. The Borough shall establish and maintain a seniority list which contains the names and dates of employment of its employees with the employee with the longest length of continuous and uninterrupted service to be placed on the top of said seniority list. The names of all employees with shorter continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Borough.

B. Departmental entities shall prevail in determination of seniority. In the event of a temporary absence or shortage of personnel, the Borough shall fill the same in the following manner:

1. The Borough shall select from the same department an employee of higher classification with the least seniority available.

2. If no replacement is available in the higher classification, the Borough will fill the vacancy from the lesser classification with the highest senior person qualified.

3. If no qualified employees are available within the given department, replacements will be sought from other departments within the department, from like classifications first and thereafter as outlined in paragraphs 1 and 2 above.

C. Other than seasonal and part time employees, new employees retained beyond their probationary period shall be considered regular employees and their length of service with the Borough shall begin with the original date of their employment and their names shall be placed on the seniority list accordingly. Such seniority lists shall be kept up-to-date with additions and subtractions as required.

D. The Borough agrees that it will not engage any new employees unless all the regular, full time employees are working the scheduled hours as noted in this Agreement.

E. In regard to the reduction or restoration of the working force, the rule to be followed shall be the length of continuous service with the Borough.

F. In the event of a reduction of the number of persons in a job classification or the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay; secondly into a classification carrying a lesser rate of pay; and, finally into a classification carrying a higher rate of pay. However, no employee may bump into another classification of pay unless the employee is qualified to perform the duties of the position in question.

G. Notice of any impending layoff shall be served upon the affected employee and the Union, and placed upon the bulletin board forty-five (45) days prior to such layoff becoming effective.

H. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of the employee's employment for cause;

2. Failure of the employee to report to work no later than regular shift beginning on the seventh (7th) calendar day following the date of the receipt accompanying the notice mailed by certified mail to the employee's last known address as contained in the departmental file; and,

3. Layoff of the employee more than twelve (12) consecutive months.

## ARTICLE XXVII

### AGENCY SHOP AND DUES CHECK OFF

#### I. Agency Shop

##### A. Representation Fee

The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough.

## B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

## C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

## D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

## E. Payment of Fee

The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

## F. Union Responsibility



The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

H. Dues Check Off

1. Payroll deduction for dues to the Union from members who are employees of the Borough covered by this Agreement shall be made by the Borough upon the submission to the Borough by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues deductions to the Union at regular intervals. Employees shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

2. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

## ARTICLE XXVIII

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of the Agreement to any employee is held to be contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

## ARTICLE XXIX

### LEAVES OF ABSENCE

A. Upon making timely application, employees covered by this Agreement may apply to the Borough for a leave of absence without pay for a period not to exceed ninety (90) days without loss of seniority rights. Extensions of such leave may be granted only by the Borough.

B. Any employee leaving a position prior to receiving such written authorization by the Borough for permission to take the leave of absence involved shall be deemed to have left such position and abandoned such job title. Furthermore, such an act shall be considered a resignation from employment by the Borough.

C. No employee who receives a leave of absence under this Article shall be entitled to pension credit for the period of time in which they are on leave of absence. Employees have the right to purchase credit for up to three (3) months of a leave if such leave of absence is not medically related.

## ARTICLE XXX

### PROBATIONARY EMPLOYEES

A. The first one hundred eighty (180) days of employment with the Borough for all new employees shall be a probationary period; the Borough may extend said probation by an additional ninety (90) days with notice to the Union. However, after the thirty-first (31st) day of such probationary employment, the probationary employee in question will be required to pay dues in accordance with Article XXVII of this Agreement. Probationary employee is not covered by the grievance procedures but is eligible for representation by the union.

B. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Borough shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period. See Article XXXII-General Provisions.

C. Probationary employees shall receive Health Benefits effective 60 days after date of hire. Dental and Prescription effective the first day of the next month following the 60 day period. After 90 days of employment the employee shall be entitled to 3 sick days and 2 personal days. Upon completion of probation the employees vacation accrual shall be calculated from the actual date of hire not when an employee comes off probation.

D. During the probationary period, the new employee will be paid on the following schedule:

1st day of employment	70% of classification rate
after 60 days of employment	80% of classification rate
after 90 days of employment	90% of classification rate
after 150 days of employment	95% of classification rate
after 180 days and thereafter	Full rate

All new employees except sanitation and mechanics, shall be paid in accordance with Article IV, 5 of this Agreement. The classification rate of ninety-five (95%) percent only applies if the probationary period is extended.

E. If an employee is injured during his probation and is extended such leave of absence to Article V, his probation will be placed on hold and will recommence at the return of the employee from injury leave.

#### **ARTICLE XXXI** **CLOTHING ALLOWANCE**

A. The full clothing allowance shall be paid by the Borough in the first pay period in May of each year. Weather gear, shields and goggles shall be provided as necessary. The employees hereby agree that patches made available by the Superintendent must be maintained on the uniform at all times.

Section 1. Effective January 1, 2004, the uniform allowance shall be seven hundred fifty(\$750.00) dollars. This includes maintenance, boots, and clothing.

Section 2. Effective January 1, 2005, the uniform allowance shall be eight-hundred twenty-five (\$825.00) dollars. This includes maintenance, boots, and clothing.

Section 3. Effective January 1, 2006, the uniform allowance shall be increased to nine hundred(\$900.00) dollars. This includes maintenance, boots, and clothing.

No employee shall be entitled to a clothing allowance until the employee has completed the first ninety (90) days of the probationary period.

B. It shall be the responsibility of the employees to adhere to the dress code and wear proper items of clothing. Employees who do not wear their appropriate uniforms comply with the dress code or appear on the job without the proper clothing, shall be subject to disciplinary action.

C. The D.P.W. Secretary and clerical personnel shall be given the sum of four hundred (\$400.00) dollars per year effective January 1, 2004 to cover the costs of clothes cleaning due to the nature of the garage environment.

Section 1. The D.P.W. Secretary and clerical personnel shall be given the sum of four hundred seventy-five (\$475.00) dollars per year effective January 1, 2005 to cover the costs of clothes cleaning due to the nature of the garage environment.

Section 2. The D.P.W. Secretary and clerical personnel shall be given the sum of five hundred fifty (\$550.00) dollars per year effective January 1, 2006 to cover the costs of clothes cleaning due to the nature of the garage environment.

D. Any employee not entitled to a clothing allowance will have any article of clothing and/or equipment replaced by the Borough in the event it is damaged while in the performance of duty, so long as the article/equipment is turned into the Superintendent or designee for review. The final replacement determination shall be at the discretion of the Superintendent.

## ARTICLE XXXII

### GENERAL PROVISIONS

A. An employee shall not be discharged, except for just and proper cause; except that newly engaged employees who are on

probation, in accordance with Article XXX of this Agreement, shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee except probationary employees, at the time of such discharge and such notification shall set forth the reason(s) for such discharge.

B. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent or conflicting with the terms and conditions of this Agreement.

C. The Borough shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which contains material of a controversial or political nature or which may conflict with the rules and regulations of the Borough. The Union agrees that it will not engage in recruitment activities during business hours.

D. No clause in this Agreement shall be construed or interpreted as to imply lowering of any wages or working conditions which are of benefit to all employees.

E. The Borough will continue a weekly pay schedule for the employees covered under this bargaining unit by this Agreement until January 1, 2002.

F. Nothing contained herein shall permit the Union or any member(s) of the bargaining unit to reopen negotiations on any of the terms and conditions of employment covered under this Agreement.

#### ARTICLE XXXIII

#### DPW SECRETARY AND CLERICAL PERSONNEL

The provisions of this Agreement shall be applicable to the DPW Secretary and Clerical Personnel, except as follows:

A. The following Articles shall not be applicable:

Article XI - On Call

Article XVIII - Working Hours

B. The DPW Secretary and Clerical Personnels' work day shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour off for lunch, which is unpaid. They shall be paid the overtime rate for all hours worked in excess of seven (7) hours in one day and in excess of thirty-five (35) hours in one week.

## ARTICLE XXXIV

### FULLY BARGAINED PROVISIONS

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 subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XXXV

### LICENSES

A. If an employee loses a license necessary to perform a job function, the employee shall remain on the job, for a period not to exceed six (6) months, in a capacity that the Borough (Superintendent or designee) feels the employee will be qualified to handle during the period as set forth by the Borough (not to exceed the amount set forth above) if such a job exists. This does not mandate that a job will be made available where none exists. This article shall apply only to one offense (the first applicable); the second offense, will result in immediate dismissal, unless the loss of license term, as to the first offense, exceeds the six (6) months in question, wherein the employee shall be dismissed immediately even if it is the employee's first offense.

B. The employee will be paid at the rate of pay for the job he is assigned to by the Borough due to the loss of license. Anyone who fails to promptly notify the Superintendent or designee of the loss of license shall be subject to discipline; if the discipline is a suspension, it will be without pay. The Borough reserves the right to discipline an employee for the underlying reason in full force and effect until the license is restored by the New Jersey Division of Motor Vehicles, where applicable, subject to the maximum time frame set forth above.

ARTICLE XXXVI

SUBSTANCE ABUSE POLICY

Policy to be negotiated in a side bar agreement between the Borough Attorney and the Union Attorney.

ARTICLE XXXVII

DURATION

This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in full force to and including December 31, 2006 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Hasbrouck Heights, New Jersey on this 23<sup>rd</sup> day of November 2004.

LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES      BOROUGH OF HASBROUCK Hgts COUNTY OF BERGEN

BY: James Marchese BA UAW 911  
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ATTEST: [Signature]  
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ATTEST: [Signature]  
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BY: [Signature]  
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ATTEST: [Signature]  
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ATTEST: \_\_\_\_\_