

AGREEMENT  
BETWEEN  
THE BOARD OF PUBLIC WORKS  
OF THE  
BOROUGH OF RAMSEY  
BERGEN COUNTY, NEW JERSEY

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 11

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JANUARY 1, 2003, THROUGH DECEMBER 31, 2005

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ARTICLE 1

PREAMBLE

THIS AGREEMENT, made and entered into this 19 day of December, 2003, by and between THE BOARD OF PUBLIC WORKS OF THE BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey with offices at 33 North Central Avenue, Ramsey, New Jersey (hereinafter called the "Board"), and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 11 with offices at 810 Belmont Avenue, North Haledon, New Jersey 07508 (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE 2

RECOGNITION

A. The Board recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all full-time and permanent blue collar employees of the Board holding the following job titles: Water/Equipment Operator or Water Operator/Laborer.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE 3

PROBATIONARY PERIOD

A. Employees hired after the date of this Agreement for a job title which is within the bargaining unit shall be probationary employees for the ninety (90) days immediately succeeding the date of hire. During this period, the employee may be discharged at the will of the Employer and such discharge shall not be subject to the grievance and arbitration procedure provided in this Agreement.

B. Employees who, in the sole opinion of the Board, have successfully completed the probationary period shall thereafter be called permanent employees and their employment date shall revert back to the first date of hire.

ARTICLE 4

SALARY SCHEDULE FOR MECHANICS AND LABORERS

The following base salary schedule is hereby established for the following employees for the calendar year 2003 (retroactive to January 1, 2003):

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	2003 <u>SALARY</u>
Robert Gaucher	Water Operator/Laborer	\$54,414.76
Steven Mende	Water Operator/Laborer	54,414.76
Michael Skorupa	Water Operator/Laborer	54,414.76
George Sutherland	Water Operator/Laborer	54,414.76
Arthur Tielemans	Water Operator/Laborer	54,414.76
Alan Tyler	Water Operator/Laborer	54,414.76
Kevin Spence	Water Operator/Laborer	45,288.68

The following base salary schedule is hereby established for the following employees for the calendar year 2004:

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>2004 SALARY</u>
Robert Gaucher	Water Operator/Laborer	\$56,319.28
Steven Mende	Water Operator/Laborer	56,319.28
Michael Skorupa	Water Operator/Laborer	56,319.28
George Sutherland	Water Operator/Laborer	56,319.28
Arthur Tielemans	Water Operator/Laborer	56,319.28
Alan Tyler	Water Operator/Laborer	56,319.28
Kevin Spence	Water Operator/Laborer	51,616.87

The following base salary schedule is hereby established for the following employees for the calendar year 2005.

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>2005 SALARY</u>
Robert Gaucher	Water Operator/Laborer	\$58,572.05
Steven Mende	Water Operator/Laborer	58,572.05
Michael Skorupa	Water Operator/Laborer	58,572.05
George Sutherland	Water Operator/Laborer	58,572.05
Arthur Tielemans	Water Operator/Laborer	58,572.05
Alan Tyler	Water Operator/Laborer	58,572.05
Kevin Spence	Water Operator/Laborer	58,572.05

ARTICLE 5

STEP INCREMENTS FOR LABORERS AND EQUIPMENT OPERATORS

A. The following salary step program shall apply to all employees hired after 1/1/03 holding the title of Water/Equipment Operator or Laborer and the employee shall proceed to the next step after the completion of each year of service computed from the date of employment.

B. The following salary step program shall be effective from January 1, 2003, through December 31, 2005:

Starting Salary	28,000
First Step	31,000
Second Step	34,500
Third Step	37,500
Fourth Step	40,500
Fifth Step	43,500
Sixth Step	46,500
Seventh Step	51,000
Eighth Step	54,500
Ninth Step	59,000

ARTICLE 6

UNIFORMS AND CLEANING ALLOWANCE

A. All employees shall be required to purchase the following uniforms:

Work Pants - Navy Blue in color, chino type - permanent press fabric or equivalent;

Winter Work Shirts - Navy Blue Woolrich Flannel or equivalent, long sleeve with buttons and collar; Summer Work Shorts and Work Shirts - short sleeve, Navy Blue in color; Winter Jacket -

Chino cloth material, long sleeve, Navy Blue in color with collar and zipper; Two (2) Pair of steel



tipped work shoes, Knapp work shoes or equivalent. Items of clothing shall not have any advertising statements or slogans thereon.

B. The Board shall provide each employee with an annual uniform allowance in the amounts noted below to be used toward the purchase of such uniforms which allowance will be paid upon submission of appropriate bills and vouchers:

1. 2003 - \$925.00
2. 2004 - \$925.00
3. 2005 - \$925.00

C. Monograms and name tags shall be furnished for all work shirts and winter jackets by the Board. In addition, the Board shall furnish each employee with eight (8) tee shirts and name labels for warm weather use and two (2) sweatshirts. Monograms and name tags shall be affixed to all work shirts and winter jackets within fourteen (14) days of receipt of same by employee. The Superintendent of the Department of Public Works shall have the right to send any employee home without pay for the day if the employee does not report to work in full uniform or if the employee has visible tears in his uniform.

D. Laundering of Uniforms - The Board shall provide each employee with a \$100.00 cleaning allowance toward the cleaning of such uniforms.

E. Employees shall report to work properly groomed with a clean uniform.

## ARTICLE 7

### SICK LEAVE

#### A. Service Credit for Sick Leave

All full-time employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

## B. Amount of Sick Leave for Employees

Full-time employees shall be eligible to commence earning sick leave following six (6) full months of service. Full-time employees shall accrue sick leave on the following basis: 1.25 days per month of service. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year except that accumulation of unused sick days for those hired after January 1, 2003, shall be capped at a maximum of forty-five (45) days for payout purposes. If an employee who was hired after January 1, 2003, accumulates more than forty-five (45) days, he shall be paid for those days in excess of 45 at the end of each year at that year's pay rate, in an amount equal to fifty (50%) percent of his unused sick leave days.

If any other union comprised of Borough of Ramsey employees receives an increase in sick leave days per year about what is presently provided for in its contract with the Borough, the parties hereto agree to renegotiate this sick leave benefit.

## C. Sick Leave Upon Termination of Employment

Upon termination of employment by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty (50%) percent of his accumulated and unused sick leave days.

- (a). An employee whose employment is terminated prior to regular retirement and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to twenty-five (25%) percent of his accumulated sick leave days or to twenty-five (25%) percent of his accumulated sick leave days off. Any employee whose employment is terminated prior to regular retirement because of job related disability and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to fifty (50%) percent of his accumulated sick leave days or to

fifty (50%) percent of his accumulated sick leave days off. Accumulated sick leave pay shall be computed based upon the average pay to the employee during the twelve months immediately preceding terminating of employment.

- (b) In the event of any employee's death, his estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the time of termination of employment.

#### D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified at least sixty (60) minutes prior to the employee's scheduled or required reporting time.

- (a) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (b) Absence without notice for any reason for three (3) consecutive days shall constitute a resignation.

#### E. Verification of Sick Leave

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

- (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than three (3) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day, in which

case only one (1) certificate shall be necessary for a period of six (6) months.

- (b) The Board may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of sick leave or leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required as substantiation for such exposure.

3. The Board may required an employee who has been absent because of personal illness, accident or exposure to contagious disease, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician chosen by the employee from a panel of physicians designated by the Board. Such examination shall substantiate such illness, accident or exposure to contagious disease. In addition, such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health of other employees.

#### F. Miscellaneous

- 1. A full sick leave day shall be charged for a sick leave absence of four (4) or more hours.
- 2. Personal illness, accident or exposure to contagious disease which occurs while on vacation time cannot be charged against the sick leave allowance.
- 3. An employee who makes a false claim for sick leave will be subject to discipline.
- 4. Sick days cannot be used as eligibility for paid holidays nor shall they be allowed to extend scheduled vacation time.

## ARTICLE 8

### JOB RELATED INJURIES

The Board will continue to provide coverage for all employees covered by this Agreement under a Worker's Compensation Insurance Policy as such coverage may be required by statute. Management/supervisors and employees will work together scheduling doctor's appointment time off, therapy, etc. Every attempt shall be made to schedule appointments on or about 2:30 p.m. whenever possible.

## ARTICLE 9

### CHILDREN'S SCHOLARSHIP

The unemancipated children of any employee who dies in the performance of his duties, other than from natural causes, shall receive an undergraduate tuition scholarship to a college located within the United States provided:

1. The cost to the Board for such tuition scholarship shall not exceed the cost of the tuition for the undergraduate Arts and Science School at Rutgers University.
2. The child is enrolled in a four-year undergraduate degree program.
3. The child receives a four-year undergraduate degree within five (5) years from the date that the child's undergraduate college education began.

## ARTICLE 10

### DEATH BENEFIT

The widow of an employee who dies in the performance of his duties, other than from natural causes, shall received a one-time payment equal to twenty-five (25%) percent of the deceased employee's regular annual salary at the time of his death, as well as an additional one-time payment of five hundred (\$500.00) dollars for each unemancipated child of the deceased employee.

ARTICLE 11  
UNION SECURITY

A. The Board will recognize one (1) steward and one (1) alternate steward, both designated by the Union for the purpose of presenting grievances to the Board pursuant to Article XII. The steward may present grievances at mutually convenient times. The Union will notify the Board of the names of the steward and alternate steward.

B. The Board will provide one (1) bulletin board at the garage for the exclusive use of the Union for the purpose of posting notices relevant to the business of the Union. Notices shall be posted by the Shop Steward upon approval and initialing by the Superintendent of the Department of Public Works and shall not contain partisan political material or material defamatory or degrading to the Board of any of the Board's employees. It shall be the duty of the Union Steward to supervise the contents of the notices.

C. (a) All present full-time employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present full-time employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

Probationary employees may be discharged at the will of the Employer and such discharge shall not be subject to the grievance and arbitration procedure provided in this Agreement.

ARTICLE 12  
GRIEVANCE PROCEDURE

A. A grievance is hereby defined as any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement and may be raised by an individual, the Union on behalf of and at the request of an individual or group of individuals, or the Board. The Union or the individual employee shall not grieve managerial prerogatives within the meaning of th N.J. Employer-Employee Relations Act.

B. The procedure for settlement of grievances shall be as follows:

Step 1 - The Union or an aggrieved employee shall present the grievance to the Superintendent of the Department of Public Works within ten (10) work days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) work days of the occurrence of the incident shall be deemed waived. The Superintendent shall reply to the grievance within five (5) work days of the presentation. If the reply is unsatisfactory, or if the grievance is not replied to within five (5) work days, the grievance shall be deemed to be unsettled and the Union or the aggrieved employee may immediately proceed to Step 2. Time for presentation of and reply to grievances may be extended by express mutual consent.

Step 2 - If the grievance is not settled at Step 1, then the Union of the aggrieved employee may then present the grievance to the Board by filing a written copy of the grievance and the reply within ten (10) work days of the completion of Step 2. The grievance shall be heard by the Board on a date and at a time convenient for all parties. A written reply shall be made by the Board.

The grievance procedure set forth above shall require binding arbitration as the terminal step only with respect to disputes concerning imposition of reprimands and discipline as that term is defined in the New Jersey Employer-Employee Relations Act. In such event, the following additional procedures shall apply:

1. If the grievance is not satisfactorily settled by the meeting between the Board and the representative of the Union, then both parties agree that within ten (10) work days, either party may request the Public Employment Relations Commission to aid them in the

selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

2. 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 pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

3. The cost 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 Employer and the Union.

### ARTICLE 13

#### HOLIDAYS

A. The thirteen (13) holidays set forth below will be recognized by the Board:

New Year's Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans' Day  
Thanksgiving Day  
The day after Thanksgiving  
One (1) Floating Holiday\*  
Christmas Day



\*The employee shall have the right to choose any day as his floating holiday provided he gives the Superintendent of the Department of Public Works two (2) weeks notice of same, and further provided that not more than two (2) employees choose the same floating holiday.

B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.

C. If full time regular hourly employees are required to work on any such holiday, they shall be compensated at one and one-half (1 ½) times the regular rate of pay for all hours worked in addition to eight (8) hours holiday pay.

D. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employees shall be given another day off or paid for eight hours at the regular rate of pay.

E. The Board reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.

F. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.

#### ARTICLE 14

#### VACATION LEAVE

A. Paid vacation leave shall be granted to employees based upon their regular straight time rate of pay and upon continuous years of service in accordance with the schedules noted below.

1. During the first calendar year of continuous service, or any part thereof, the employee shall be allowed one (1) vacation day for every two (2) complete months of continuous service for a maximum of six (6) days.

2. During the second calendar year of service through the fifth calendar year of service, the employee shall be entitled to ten (10) working days vacation each year.

3. The following schedule shall apply during the six (6<sup>th</sup>) calendar year of service and thereafter:

<u>During the Calendar Year of service noted below</u>	<u>Working Days Vacation per year</u>
Sixth (6 <sup>th</sup> )	Eleven (11)
Seventh (7 <sup>th</sup> )	Twelve (12)
Eighth (8 <sup>th</sup> )	Thirteen (13)
Ninth (9 <sup>th</sup> )	Fourteen (14)
Tenth (10 <sup>th</sup> )	Fifteen (15)
Eleventh (11 <sup>th</sup> )	Sixteen (16)
Twelfth (12 <sup>th</sup> )	Seventeen (17)
Thirteenth (13 <sup>th</sup> )	Eighteen (18)
Fourteenth (14 <sup>th</sup> )	Nineteen (19)

4. During the fifteenth (15<sup>th</sup>) calendar year of service through the twentieth (20) calendar year of service, the employee shall be entitled to twenty (20) working days vacation per year.

5. After completion of twenty (20) calendar years of service, the employee shall be entitled to twenty-five (25) working days vacation per year.

B. The Board shall fix a vacation schedule and the dates upon which each employee is to be granted vacation.

C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Board determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Board may be carried forward into the next succeeding year only.

D. If a holiday recognized by this Agreement is observed on a working day within an employee's scheduled vacation period, then the employee shall be entitled to an additional day of vacation.

E. Vacation entitlements are to be determined as of January 1 of each year.

F. Employees leaving the employ of the Board after giving at least two (2) weeks notice and before the completion of an entire given year shall be paid for the unused vacation allowed them for that year on a prorated basis.

G. Employees who are on sick leave for more than three (3) consecutive days shall not earn any vacation time until they return to full-time duty.

ARTICLE 15  
PERSONAL LEAVE DAYS

A. Each full-time employee covered by this Agreement shall receive personal days as follows:

1. During the first calendar year of service:

(a) employees commencing work prior to May 1, three (3) days;

(b) employees commencing work on or after May 1, and prior to September 1, two (2) days;

2. Three (3) days during the second (2<sup>nd</sup>) through tenth (10<sup>th</sup>) calendar year of service.

3. Four (4) days during the eleventh (11<sup>th</sup>) through the fifteenth (15<sup>th</sup>) calendar year of service.

4. Five (5) days after the fifteenth (15<sup>th</sup>) calendar year of service.

B. Personal leave days are acknowledged to be separate and distinct from sick leave.

C. Personal days may be accumulated to December 31 of the following year only.

D. New hires after 1/1/03 shall have maximum of three (3) personal days per year from second year to end of employment.

E. Requests for such personal days will be made in writing to the employee's supervisor, not less than seven (7) calendar days in advance of the personal day requested, except in cases of extreme emergency.

ARTICLE 16  
INCENTIVE DAYS

An employee shall be provided with one additional personal day if the employee does not take a sick day during a period of 180 consecutive days.

ARTICLE 17  
OVERTIME

A. Overtime is defined as time worked at the direction of the Board in excess of forty (40) hours worked per week.

B. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested.

C. Employees working overtime will receive compensation at the rate of time and one-half their regular straight time pay for each such hour worked.

D. There shall be no pyramiding of overtime.

E. In times of emergency, all employees are subject to call unless they are on sick leave.

ARTICLE 18  
RETIREMENT - VACATION PAY

An employee, upon retirement from service, or his beneficiary in the event of his death, shall receive straight time pay for any unused vacation days, on a pro-rated basis, which the employee was entitled during the calendar year of retirement or death.

ARTICLE 19  
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 days, one of which shall be the day of death or the day of funeral.

B. Verification of death and the relationship of the deceased to the employee may be required by the Board in order to obtain benefits under this Article.

C. For the purposes of this Article, the immediate family shall be defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other close relative permanently residing in the employee's household at the time of death.

D. Fifteen (15) days bereavement leave without loss of pay for death of spouse or child.

ARTICLE 20  
LONGEVITY PAY

Employees shall receive longevity compensation computed at 2% of the employee's annual compensation for each four years of service to a maximum of 10% of the employee's annual compensation. Longevity pay is eliminated for employees hired after 1/1/03.

ARTICLE 21

RETIREE INSURANCE BENEFITS

A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield major medical insurance benefits and dental insurance benefits shall be continued for retired employees and their immediate families, if applicable, for a maximum of five years, or until the retired employee qualifies for medicare, or until the retired employee is again employed by any source, whichever shall first occur, provided, however, that if an employee shall remain in the employ of the Board for thirty years or more before retirement, all of his insurance coverages as stated above shall be continued until he qualifies for Medicare.

B. Employees who are not eligible for the benefits set forth in paragraph A aforementioned and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Board's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the Board for a period of at least ten (10) years.

ARTICLE 22

DENTAL INSURANCE

A. The current group dental insurance benefits shall be as provided in Schedule A which is attached hereto and made a part hereof. The current Delta Dental Plan (Group No. 1572) maximum amount payable for services in any calendar year shall be One Thousand Five Hundred (\$1,500.00) Dollars.

B. The Board may, at its option, change insurance plans or programs or carriers of self-insure, so long as substantially similar benefits are provided.

C. The Board shall provide an HMO/NJ Dental Plan if there are at least five to seven Borough employees who wish to participate in same.

ARTICLE 23  
HEALTH AND WELFARE BENEFITS

A. It is agreed that the Board shall continue to provide health and welfare benefits for the employees covered by this Agreement.

B. The Board may, at its option, change any of the health and welfare plans or programs or carriers or self-insure, so long as substantially similar benefits are provided. If any Blue Collar Unit is to receive an improvement to the Health Benefit Plan, this Unit will also receive that improvement as well.

C. The Board shall enroll employees who file the necessary and required statements in the Board's Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full premium cost of the program will be paid by the Board. If, for any reason, the aforementioned plan or a part thereof, is withdrawn by the carrier, the Board will make its best effort to obtain similar coverage for the employees.

D. Effective upon the ratification and execution of the Agreement or upon such time after that date as is determined by the Board, the Employees shall:

1. be subject to a medical benefits deductible of \$300.00 for an individual and \$600.00 for a family;
2. be required to obtain a second surgical opinion for non-emergency surgical procedures;
3. be subject to a "Stop-Loss" limit of \$5,000.00 per employee.  
This limit establishes the level upon which ends their 80%-20% subsidy and the Plan begins its 100% coverage.

E. The Board shall provide employees with a modified discount prescription program as set forth on Schedule B which is attached hereto and made a part hereof.

F. Employees hired after 1/1/03 shall be subject to the following health benefits program:

A 90/70 PPO plan, \$500 deductible per person, maximum of two deductibles.

New hires must contribute (as payroll deduction) \$50.00 per pay period or 2% of gross pay per pay period (not counting overtime), whichever is higher, to obtain family coverage. No contribution for single coverage.

Employer reserves the right, solely at employer's option, to change to the State Health Benefits Program at any time without renegotiation, or to any other health insurance provider program with substantially similar benefits to the employee.

#### ARTICLE 24

#### HOURS OF WORK

A. The work week shall begin at 12:00 a.m. on Monday and end at midnight on the next succeeding Sunday. Full time employees shall be scheduled to work forty (40) hours during the work week.

B. Full time employees shall work five (5) consecutive days Monday through Friday during the week. The work day shall consist of eight (8) hours of work. During the work day, employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten (10) minute rest period with pay after the meal period. The meal period shall be one half (½) hour and employees shall not be paid for the duration thereof. Rest periods and meal periods shall be scheduled by the Board.

C. The usual starting time of the work day shall be 7:00 a.m. In the event that the Board changes the usual starting time, then the Union will receive twenty (20) days prior notice of the change.



ARTICLE 25  
MEAL ALLOWANCE

A. During emergency situations, such as snow clearing and water main breaks, by way of example and not limitation, when full time employees are required to work more than eight (8) consecutive hours, they shall receive a meal allowance after three consecutive hours of overtime, and an additional meal allowance after the next eight consecutive hours of overtime.

B. The meal allowance shall be paid directly by the Board to the eating establishment after presentation to the Board of the employee's meal check.

C. The meal allowance amounts shall be as follows:

	<u>2003*</u>	<u>2004</u>	<u>2005</u>
Lunch	13.00	13.00	13.00
Dinner	15.00	15.00	15.00

\*Not retroactive.

ARTICLE 26  
RATES OF PAY

A. Each employee shall be assigned a job title.

B. All work performed on Saturday and Sunday shall be compensated at one and one-half (1 ½) times the employee's straight time hourly rate of pay.

C. The hourly rate of pay shall be determined by dividing the annual base salary as set forth in the base salary above by 2,080.

ARTICLE 27  
STAND-BY COVERAGE AND PAY

Stand-by coverage for water and sewer matters consists of seven consecutive days starting 7:00 A.M. Wednesday morning until the following Wednesday at 7:00 A.M. for which the employee shall be paid \$700.00 during the contract years. The amount paid for standby coverage shall be renegotiated by the parties hereto when the Board's SCADA technology is implemented after this contract.

The duties include, but shall not be limited to, changing of the daily charts, checking of the wells and tanks locations, monitoring tank levels and maintaining an ample supply of water at all times and to be available around the clock to answer any calls from any source received through a paging system. If called out for a water or sewer problem, it is the standby man's responsibility to contact management, if a problem arises needing assistance.

Stand-by coverage shall include all water and sewer related matters. An employee who is held over past his regular shift to continue with an assignment shall be entitled to overtime notwithstanding that such employee is on stand-by. Overtime is defined as time worked in excess of forty (40) hours worked per week, and compensation for same is calculated at one and one half (1 ½) times the employee's straight time hourly rate of pay.

Any employee who is assigned to be on stand-by for any given week who either is unavailable or fails to respond in a reasonable period of time, in addition to being subject to disciplinary action shall forfeit one regular day's pay for each day of stand-by for which he is unavailable or fails to respond. The Board reserves the right to randomly check on the availability of any employee assigned stand-by status to assure itself that the stand-by employee is, indeed, available should an emergency occur requiring the stand-by employee's services.

Any employee who might be subject to disciplinary action would come under the grievance procedure in the contract.

ARTICLE 28

WATER DEPARTMENT DIVISION OF PUBLIC WORKS

The Water Department is a Division of the Department of Public Works and employees shall also perform various Road Department duties described by the Superintendent of the Department of Public Works including but not limited to snow plowing and other snow removal operations.

ARTICLE 29

COFFEE - SNOW EMERGENCY

The Board shall provide coffee and beverages to the employees at the Department of Public Works building during emergencies, such as by way of example and not limitation, snow removal and water main breaks.

ARTICLE 30

TUITION REIMBURSEMENT

The Board shall reimburse an employee for the cost of tuition paid by the employee during the term of this Agreement for any courses taken by the Employee toward obtaining a New Jersey State electrical, plumbing, pesticide, water or sewer license, provided, however, that such reimbursement shall only be made after successful completion of the course.

ARTICLE 31

COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

The Board shall reimburse an employee for the cost of a commercial driver's license issued by a State Division of Motor Vehicles. Employees renewing such commercial driver's license shall do so during normal work hours.

ARTICLE 32

AIR CONDITIONED TRUCKS

The Board shall provide that all new trucks shall be equipped with air conditioning.

ARTICLE 33

UNPAID LEAVE OF ABSENCE

A. A permanent full time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Superintendent of the Department of Public Works and at the discretion of the Board and subject to the needs of the Board.

B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Board.

C. The Board reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

D. All decisions of the Board regarding leaves of absence shall be discretionary.

E. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for his title. However, there shall be no retroactive pay nor back pay resulting from this Article.

F. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence and upon return the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

G. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this Agreement.

ARTICLE 34

LEAVE FOR JURY DUTY

A. Employees summoned for petit jury will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty.

B. Employees shall notify the Board within one (1) working day of the receipt of the summons on jury duty. Employees must produce the summons for jury notice in order to receive benefits under this Article.

C. If employees are dismissed from jury duty and can reasonably return to the Department of Public Works garage prior to 1:30 p.m., they shall return to work.

ARTICLE 35

SENIORITY

A. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Board will forward to the Union within ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

B. The seniority of an employee as defined in this Article will be a factor for consideration in cases of lay offs, recalls and seniority. Other facts for consideration will be employee's training, experience and ability to perform the work required by the Board.

C. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back for work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause; failure to be called back to work for a period of twelve (12) months after a lay off.

D. That time during which an employee is on a leave of absence or on lay off status shall not be considered as continuous service time for the purposes of calculating seniority under this provision. Therefore, if an employee is called back to work after being laid off or returns from a leave of absence, his seniority shall be no greater than that which he had on the date of his lay-off or the date he commenced his leave of absence.

#### ARTICLE 36

#### PERSONNEL ADVANCEMENT

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if in the Board's sole discretion, such employee is qualified.

#### ARTICLE 37

#### CHECK OFF

Upon receiving the written authorization of an employee in proper form setting forth the amount of dues and initiation fee, the Board agrees that during the term of the agreement it will deduct from such employee's first pay each month such employee's dues and authorized initiation fee. The Union shall certify to the Board in writing, the amount of the dues and initiation fee to be deducted. The Board agrees that such deductions shall be held in trust for the Union and that, not later than the 15th of the month after the deduction, the Board shall mail to the Secretary-Treasury of the Union at the Union's office, a check in the total amount deducted and a list of the names of the employees from whose pay the deductions were made.

#### ARTICLE 38

#### NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin or membership or non-membership in the Union.

ARTICLE 39  
MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this contract by the laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the right to:

1. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

2. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.

3. Suspend, demote, discharge, or take other appropriate disciplinary action against an employee for cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, and ordinances of the Borough of Ramsey, and resolutions of the Board.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, country or local laws or ordinances.

ARTICLE 40  
NO STRIKE - NO LOCKOUT

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or concerted willful absence of an employee covered hereunder from his duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Board will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

C. In the event of a strike, slowdown, walkout or job action, the Union shall take all steps which are necessary to insure that the employees covered under this Agreement return to work promptly, including a public disavowal of the actions of such employees and directing such employees to report to work promptly.

D. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be grounds for disciplinary action including possible termination of employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board 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 41

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 42

ENTIRE AGREEMENT

A. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

B. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE 43

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2005, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date 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 Ramsey, New Jersey, on this 19th day of December, 2003.

THE BOARD OF PUBLIC WORKS  
OF THE BOROUGH OF RAMSEY

By: John J. Roche  
John J. Roche, President

ATTEST:

Bernardine Celligan

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 11

By: Ray Millan  
~~Michael Thompson~~  
R. J. Lauch

ATTEST:

R. J. Lauch