

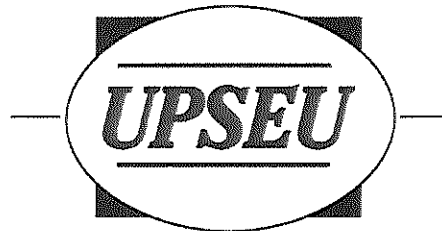
Collective Bargaining Agreement

By and Between

The City of Garfield

And

United Public Service Employees Union



January 1, 2023 through December 31, 2027

Initials:  \_\_\_\_\_

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THIS AGREEMENT is entered into as of this 8 day of AUGUST, 2023,

By and Between

**THE CITY OF GARFIELD**

Located at City Hall, Outwater Lane, Garfield, New Jersey

(hereinafter referred to as the "Employer")

And

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

Located at 3555 Veterans Hwy, Suite H, Ronkonkoma, New York 11779

(hereinafter referred to as the "Union")

**NOW, THEREFORE**, it is mutually agreed between the parties hereto, as follows:

**PREAMBLE**

**THIS AGREEMENT** represents the final and complete understanding between the City of Garfield and the United Public Service Employees Union, of all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the City and those of its employees who are subject to this agreement, in order that a more efficient and progressive public service may be rendered.

**GENDER NEUTRALITY**

Where this collective agreement uses a feminine or masculine pronoun, the language shall be amended and read to be gender neutral. Where the singular is used, it may also be deemed to mean plural where the context so requires.

**ARTICLE I - RECOGNITION**

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In accordance with the "Certification of Representation" issued by the State of New Jersey Public Employment Relations Commission, dated September 2, 2015, under Docket No.RO-2016-003 the City of Garfield, Bergen County, New Jersey, recognizes the United Public Service Employees Union as the sole and exclusive bargaining representative for all regularly employed nonsupervisory white collar employees by the City of Garfield, excluding managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, craft employees, professional employees, police, casual employees, and all other employees employed by the City of Garfield.

Wherever used herein the term "employees" shall mean be construed as referring to all those employees covered by this agreement.

## **ARTICLE II - UNION SECURITY, UNION REPRESENTATIVES**

### **A. Union Security**

It is agreed that at the time of hiring, the City of Garfield will inform newly hired permanent employees, who fall within the bargaining unit, that they may join the Union at the conclusion of the probationary period.

### **B. Union Representatives**

*Section 1.* The Union may, in addition to subordinate Shop Stewards, appoint in its sole and absolute discretion, a member of the bargaining unit to act as Chief Shop Steward, who shall serve at will of the Union and who may be replaced, if the Union deems necessary, by another individual appointed by the Union.

*Section 2.* The Business Manager or Business Representative of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions. Such Union representative may also enter the City facilities or premises at reasonable hours for the

Initials:   


purpose of assisting in the adjustment of grievances and discussing with the City representatives the necessary business required to maintain a working relationship between the parties and their charges. When the Union decides to have its representative enter the City facilities or premises, it will request such permission from the appropriate City Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operation of the business of the City Government nor meetings held on City time.

*Section 3.* The authority of the shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) Investigation and presentation of grievances in accordance with the provisions of this agreement;
- b) The collection of dues when authorized by appropriate local Union action;
- c) The transmission of such messages and information which originates with and are authorized by the local Union or its officers, provided that such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the City's business.

*Section 4.* Shop Stewards shall be permitted to investigate, present and process grievances or off the property of the City, without loss of time or pay, provided such is performed in a manner not to create an overtime situation. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

*Section 5.* Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave work at a reasonable time during working hours without loss of pay is extended with the explicit understanding that the time will be reasonable, and will be devoted

Initials: 

solely for the purposes of investigating, processing, and presenting grievances, without loss of pay, provided same does not unduly interfere with the normal working operations of the City.

*Section 6.* The City will notify the Union, in writing, of all promotions, demotions, transfers, suspensions, and discharges of any employee covered by this agreement. The City will also notify the Union, in writing, of any plan to lay off any employee covered by this agreement. For purposes of this agreement, public posting by the City shall constitute notice to the Union.

### **C. Check-off of Union Dues**

*Section 1.* On or about the last day of each month beginning with the month the agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

*Section 2.* The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues, assessments and fees uniformly required by the labor organization pursuant to the provision of *N.J.S.A. 52:14-15.9(e)*. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second (2<sup>nd</sup>) salary paid to each employee during the month, and such deduction made the first month shall be a double deduction and, thereafter, the regular deduction shall apply to dues owed for the following month. Said monies, together with records of such deductions, shall be transmitted to the Union offices within fifteen (15) days of the date the deduction is made and shall be accompanied by a list showing the name of all employees for who the deductions were made.

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*Section 3.* If during the life of the agreement, there shall be any change in the rate of membership dues, the Union shall furnish the city with written notice prior to the effective date of such changes.

*Section 4.* The Union will provide the necessary “check-off authorization” form and deliver the signed forms to the City. The Union shall indemnify, defend, and save the City harmless against any claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon pay deduction authorization cards submitted by the Union to the Township.

*Section 5.* The City further agrees to notify the Union in the event dues of an employee cannot be deducted from the designated salary and the reasons therefor.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department and having the grievance adjusted without the intervention of the Union.

#### **B. Definition**

1. Grievance – the term “grievance” – as used herein – means any controversy arising over the interpretation, application of, or violation of any provision of this Agreement or any working conditions. A grievance may be raised by an individual, or a group of individuals, or the Employer.

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2. Immediate Supervisor – An employee’s “immediate supervisor” shall be the person to whom the aggrieved employee is directly responsible to in the chain of command established within the Department.

**C. Procedure**


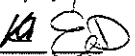
It is expressly understood by the parties that all time periods set forth herein are firm periods for action to be taken, unless otherwise extended by the parties upon mutual written consent. Failure of the grievant, at any step of this procedure, to appeal a grievance to the next step with the specified time limits shall be deemed a waiver of further appeal and an abandonment of the grievance.

Step One

1. An aggrieved employee shall initiate action under this provision, in writing, within ten (10) days of the occurrence of the grievable event. The written grievance shall be submitted to the employee’s immediate supervisor. An earnest effort shall be made to settle the differences between the aggrieved employee and his immediate superior, for the purpose of resolving the matter informally. The employee shall have the right to have the Union Shop Steward and Union Business Representative present at any such meeting.
2. In the event the grieving party and the immediate supervisor cannot amicably adjust the grievance, the immediate supervisor shall render a written decision within ten (10) days from the date of the receipt of the grievance.

Step Two

1. If the decision given by the immediate supervisor of the respective department involved to the grievant does not satisfactorily settle the grievance, the Union shall notify the City

Initials:  

Manager within ten (10) working days of its desire to meet with the City Manager, who shall meet with a representative of the Union with ten (10) working days after receipt of such notice. The aggrieved employee and his/her immediate supervisor, as well as the Union Shop Steward and Union Business Representative, may be present at the meeting. Within ten (10) days of such meeting, the City Manager will give a written decision on the grievance to the Union.

### Step Three

1. In the event the grievance is not satisfactorily settled by the meeting between the City Manager and representative of the Union and the decision of the City Manager, then both parties agree that within fifteen (15) calendar days, either party may refer the matter to the New Jersey Public Employment Relations Commission (NJPERC) for arbitration.
2. After NJPERC submits a list of arbitrators to the Union and the City, they shall reply within five (5) business days with their preferred selection of arbitrator. If agreement between the parties cannot be met, the Director of PERC shall make the decision.
3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The Arbitrator shall have no authority to change, modify, substitute, add to, subtract from, or alter in any way, the provisions of this agreement or any amendment or supplement thereto.
4. A mutual settlement of the grievance pursuant to the procedure set forth herein, and/or the decision of the arbitrator, shall be final and binding upon the parties.
5. The cost for the services of the Arbitrator shall be borne equally between the City and the Union. All other costs and expenses incurred by the parties for expert witnesses'

Initials: 

fees, attorney fees, travel and food expenses, and reproduction expenses shall be the sole responsibility of the party incurring them.

6. It is expressly understood that no Union employee shall be penalized in any way, including the docking of his or her pay, for his or her required participation in the grievance process and resultant hearings.
7. In rendering decisions, an arbitrator shall give due regard to the responsibility of the City Manager and shall so construe such responsibilities except as they may be specifically conditioned by this agreement.
8. The arbitrator shall have no authority to establish pay rates. In the event that a case is appealed to an arbitrator which he determines is not arbitrable, it shall be referred back to the parties as non-arbitrable without decision or recommendation on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator.
9. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance and any effect thereof shall be fully determined.
10. Only the Shop Steward, Grievant, Counsel, and Representative will be permitted to attend grievance hearings without loss of pay, except witnesses may attend without loss of pay but only as testimony is required.

The procedure set forth above may be invoked only by an authorized representative of the Employer or the Union. If either party fails to comply with the award of the Arbitrator or with the procedures under this Article, either party shall have the right to take all legal action to enforce compliance. In the event legal action needs to be taken to enforce an arbitrator's decision and award,

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the losing party shall fully and immediately reimburse the successful party for all the costs and expenses, including – but in no way limited – to reasonable attorney fees, costs of suit, etc.

#### ARTICLE IV - SENIORITY

*Section 1.* The Employer shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire on a department basis, with the employee with the longest length of continuous and uninterrupted department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the names of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

*Section 2.* In the event of a temporary absence or shortage of personnel, the Employer shall fill the same in the following manner:

- a) The Employer will fill the vacancy from the lesser classification with the highest seniority employee qualified to perform the work.
- b) If no qualified employees are available, then the Employer may seek a replacement from outside the bargaining unit.

*Section 3.* Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

*Section 4. Probationary Period*

Initials: 

All employees hired during the term of this Agreement shall serve a probationary period of thirty (30) calendar days, which may be extended by the City, as of right, for two (2) additional thirty (30) day periods. During this probationary period, the City reserves the right to reprimand, terminate, or otherwise discipline a probationary employee for any reason. An employee so reprimanded, terminated, or otherwise disciplined shall not have recourse through the grievance procedure set forth in this Agreement. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the his or her first day of work.

*Section 5. Job Vacancies, New Jobs Created*

1. If new jobs are created or if permanent vacancies occur which the Employer intends to fill, the Employer shall determine the qualifications required for the position and shall post a notice of such new job or vacancy on the bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, the range of pay, and when the job will be available.
2. All employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of seniority provided the applicant has the necessary skill and ability to perform the work required. However, all other department employees and employees in other departments are eligible to bid. The Employer shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the supervisor of the department involved and the City Manager within three (3) calendar days after the notification of the selection is made, and the City Manager shall then

Initials: 

respond to the employee within five (5) days of the meeting, as to why that employee was not chosen for the position. The decision of the City Manager may be made a subject for grievance procedure.

3. 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 five (5) working days required under Section 5(a) above.
4. Any employee so selected to fill such job shall be granted a trial period of ninety (90) working days. If it shall be determined by the Employer at or prior to the completion of the ninety (90) working days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned, but in no event less than that which he or she was making prior to the promotional assignment.
5. The Employer shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation program. If the parties cannot agree, then, notwithstanding anything to the contrary set forth herein, the matter may be submitted to Step Three of the arbitration procedure as outlined above.

*Section 6. Force Reduction*

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1. The Employer agrees that it will not engage any new employees for work currently satisfactorily performed by an existing employee, unless all of the regular, full-time qualified employees are working the scheduled hours noted in this Agreement.
2. In the reduction, or restoration of the working force, the Employer agrees to abide by the provisions of *N.J.S.A. 11 – Civil Service*.
3. In the event of a reduction in the number of persons in a job classification or of 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, only if said employee is qualified to perform the duties and is of greater seniority than the employee being bumped, provided this procedure conforms to *N.J.S.A. 11 – Civil Service*.
4. An employee's seniority shall cease under the following conditions.
5. Resignation or termination of employment for cause.
6. Failure to report for work no later than the regular shift beginning on the fifth (5<sup>th</sup>) calendar day following the date of the receipt of the notice mailed by certified mail to the last address of the employee contained in the department files.
7. Layoff of more than six (6) consecutive months.
8. The City agrees that no work which could be performed by members of the existing collective bargaining units shall be given to any others outside the bargaining unit unless such work cannot be accomplished within the existing work force and as otherwise determined by this Agreement.

#### **ARTICLE V - HOURS OF WORK AND OVERTIME**

*Section 1. Work Week Defined*

Initials:   


The normal work week shall be five (5) consecutive days of six and one-half (6.5) hours per day from 8:30 a.m. to 4:00 p.m., with one (1) hour unpaid lunch period, and the standard work week shall consist of thirty-two and one-half (32.5) hours, Monday through Friday.

Beginning on January 1, 2024, the normal work week shall be four (4) consecutive days consisting of thirty-two and one-half (32.5) hours as follows:

Monday – Wednesday 8:30 a.m. to 5:00 p.m. with one 30-minute unpaid lunch period;

Thursday – 8:30 a.m. to 5:30 p.m. with one 30-minute unpaid lunch period;

In addition to the forgoing and notwithstanding the Holidays provision of this Agreement, employees shall have the following additional paid days off:

2024 – Thursday, May 23, 2024

2025 – Thursday May 22, 2025

2026 - Thursday May 21, 2026

2027 – Thursday, May 27, 2027

**Either party can opt to return to the prior work week schedule by providing written notice to the other party on or before September 1 of any year of the contract term with the reversion to the prior work week schedule taking place on January 1 of the next year.**

*Section 2. Overtime*

Any work performed beyond forty (40) hours during of the normal work week, as defined in the preceding section shall be considered overtime and be compensated for at one and one-half times the regular hourly rate of pay.

Initials: 



Provided the employee has worked forty (40) hours during the preceding week, or when the City Manager so requires, any employee who works on Saturday shall automatically receive one and one-half time his/her regular rate of pay. Provided the employee has worked forty (40) hours during the preceding week, or when the City Manager so requires, any employee who works on Sunday shall automatically receive two (2x) times his/her regular hourly rate.

Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

When a holiday occurs or when an employee receives sick pay or vacation pay during the given work week, those hours shall be included in determining the standard thirty-two and one-half (32.5) hour work week.

*Section 3. Equalization of Overtime*

Overtime shall be distributed equally as practical on a rotating basis among the departmental employees capable of performing the work available in a department, except that an employee shall not be removed from a job the said employee has been performing on that day in order to provide such equitable distribution of the overtime in each department. The Union shall maintain the rotation roster on an hours-worked basis. Employees declining overtime shall have their record charged with a number of hours equal to the overtime worked by the employee who does accept the overtime.

*Section 4. Call-In*

In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of three (3) hours work at the overtime rate.

Initials: 

*Section 5. Seasonal and Part-Time*

Except in the case of emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of thirty (30) hours per week, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be retained if regular permanent qualified employees are on a temporary layoff due to a reduction in force.

*Section 6. Work Within Higher and Lower Pay Classifications*

In the event a qualified employee is temporarily transferred to a higher pay classification and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for that day. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

An employee required to work "out of title" performing duties normally performed by an employee in a higher grade of classification, shall be compensated at the rate of pay assigned to the higher grade of classification for that day.

*Section 7. Work Normally Performed by Bargaining Unit Members Not to Be Performed by Supervisors*

Except in emergency conditions, Supervisors will not perform work normally performed by members of the bargaining unit, except for training, if such performance deprives a qualified employee of the opportunity of working a higher rated job or the overtime when bargaining unit members are not available.

*Section 8. Split Shifts*

No employee shall be required to work a split shift except in cases of emergency.

*Section 9. Declared States of Emergency*

Initials: 

Employees shall suffer no loss of pay in the event that the Governor declares a state of emergency which restricts or bans access to or travel to work. Nothing in this Section shall be construed to say that in the event a State of Emergency is declared by the Governor that it shall mean that Employees do not need to report to work. Employees expressly agree and understand that unless the Governor issues a travel ban that prohibits Employees from using public roads to travel to work, they are obligated to report to work and if they do not, they shall not be paid for the day or shall be charged with a day. Employees expressly acknowledge that declared States of Emergency often do not restrict citizen movements or activities, are often limited in geographic scope and often delegate travel restriction designations to local authorities and government entities, and as such, if a declared State of Emergency does not restrict or ban travel for the Employees, that they are to report to work unless otherwise directed at the discretion of the City Manager.

#### ARTICLE VI - HOLIDAYS

*Section 1.* The Employer guarantees to all employees within the bargaining unit the following holidays with full pay for the normal shift at the employee's regular straight-time rate though no work is performed on such days.

*Section 2.* Each employee shall be paid for the following holidays and shall not be required to work on those days so long as the Holiday falls on a work day:

New Year's Day	Columbus Day
Veteran's Day	General Election Day
President's Day	Memorial Day
Thanksgiving Day	Independence Day
Friday Following Thanksgiving	Labor Day
Christmas	Christmas Eve

Initials:   


Martin Luther King Day

Good Friday

New Year's Eve

Juneteenth (observed)

Beginning on January 1, 2024 and for as long as the parties hereto operate on a four (4) day work week as set forth in the Work Week Section of this Agreement, if a holiday falls on a Friday, which is a non-work day, employees shall not be paid for that holiday. Employees shall receive an additional paid day off as set forth in in the Work Week Section of this Agreement.

If a holiday falls during an employee's vacation, he shall be given an additional holiday for each such holiday.

For 2023, if a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Beginning on January 1, 2024 and for as long as the parties hereto operate on a four (4) day work week as set forth in the Work Week Section of this Agreement, if a holiday falls on a Saturday, it shall be observed on the preceding Thursday.

If a holiday occurs while an employee is on sick leave, that employee shall not have the holiday charged against his or her sick or vacation leave time.

*Section 3.* If an employee works any of the above Holidays, he shall be paid two (2x) times his regular rate of pay plus Holiday pay.

*Section 4.* If an employee works on a Holiday, he shall be paid three (3x) times his regular rate of pay after six (6) hours or work.

- a) The City has the right to use temporary employees or part-time employees to work on any of the Holidays mentioned in Section 2 above, and they shall have the right to pay the part-time or temporary employees the regular rate of pay for

Initials: 

the first eight (8) hours, which shall not be holiday pay. If they work over eight (8) hours, they will receive one and one-half (1½) times the regular rate of pay.

*Section 5.* Notwithstanding provisions of Article VI, Section 2, to the contrary, unless specifically excused by the City Manager, an employee absent from work for more than two (2) days during a week in which a holiday falls, shall not be entitled to the holiday. Recurring absences by an employee immediately preceding or following a holiday or weekend, may be cause for discipline at the prerogative of the Employer.

*Section 6.* To be entitled to a holiday, an employee must have worked on the day preceding and the day following the holiday, provided his or her work week encompasses such days, unless he or she is absent on authorized leave with pay. Authorized leave with pay shall include (a) vacation leave; (b) personal leave; (c) bereavement leave; and (d) authorized sick leave.

#### ARTICLE VII - VACATIONS

*Section 1.* The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedule:

- a) Up to one (1) year of employment, vacation days shall be earned at the rate of one "day" (6.5 hours) per month of employment;
- b) Up to ten (10) years of employment: 12 days (78 hours);
- c) From the beginning of the 10<sup>th</sup> year to the beginning of the 15<sup>th</sup> year: 15 days (97.5 hours);
- d) From the beginning of the 15<sup>th</sup> year to the beginning of the 20<sup>th</sup> year: 20 days (130 hours);
- e) From the beginning of the 20<sup>th</sup> year and thereafter: 25 days (162.5 hours).

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Up to five (5) days (32.5) of earned vacation leave may be “bought back” at the Employee’s option in accordance with City policy. The City Manager, upon written request of the Employee, may permit earned vacation leave carry over if the vacation time is earned in the month of December, or some extenuating circumstance prevents the Employee from utilizing the earned vacation.

*Section 2.* The Employer agrees that in the event of an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with City policy.

*Section 3.* Beginning in 2024, vacation days will be converted and viewed as hours. The employee will be docked 8 hours on a request for vacation Monday-Wednesday or 8.5 hours on a request for a Thursday. In the event the employee has a balance at the end of the year that is less than ½ (4 hours) vacation day, those hours may be carried over into the following year.


### ARTICLE VIII - LEAVES

*Section 1. Leave of Absence Without Pay*

Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days with a ninety (90) day extension, without loss of seniority rights. Requests for a leave of absence, and/or extension shall be in writing. Such a leave may be granted to employees who are temporarily handicapped or incapacitated to such an extent that they are unable to perform their duties;

Leaves may also be granted to attend an approved school with a course of study designed to increase an employee’s usefulness upon return to service;

A leave of absence will not be granted to employees as a matter of convenience, or temporary advantage to such employees by reason of place, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in

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writing, stating the reason, when the leave is desired, and the expected return date. Any employee leaving a position prior to receiving such written authorization by the City Manager shall be deemed to have left the said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

*Section 2. Paid Sick Leave*

Each employee shall be permitted to be absent from work with pay as a result of illness or disability for a period computed as follows:

One "day" (6.5 hours) for each full month of service during the months remaining of the first calendar year of his or her employment, and one and one-quarter (1¼) days per month (fifteen (15) days annually, converted to 97.5 hours) for each calendar year thereafter.

Sick leave must be earned before it can be used. Should an employee require none or only a portion of his/her earned sick leave for any year, the amount not taken shall accumulate to his/her credit from his/her year-to-year during his/her employment.

Employees, when requested by the City, shall produce a note from a physician for any sick day which falls either immediately before or after a contractual holiday or a Monday or a Thursday. The City shall reimburse the employee for all out-of-pocket costs incurred in obtaining the physician's note.

Also, in the case of any sick leave of three days or more, at the request of the Department Head, the employee shall submit a doctor's certificate that the employee is physically fit and able to resume his/her duties. In addition, the City shall also have the right to have the employee examined by a physician of its own choice. The cost of such examination shall be submitted by the employee to his/her health insurance carrier, and the City shall be responsible for any co-pay. The examination

Initials: 

shall establish whether such employee is capable of performing his/her duties and that his/her return will not jeopardize the health of the other employees.

*Section 3. Sick Leave Disability*


Whenever any employee of the City, working on a full-time basis, is disabled through injury or illness arising out of his/her employment, as evidenced by a certificate of a reputable physician, he/she shall be granted, in addition to his or her annual sick leave with pay or any accumulated sick leave with pay, a leave of absence for a period of thirty (30) days, or so much thereof as may be required. Certificates of continuing disability shall be filled at the end of each of the thirty (30) day periods by a reputable physician.

Any employee on sick leave with pay and receiving his/her normal compensation will, in addition, qualify for payments under the worker's compensation weekly benefits shall, during the period he/she is receiving such weekly benefits, be entitled only to that portion of his/her regular salary which, with the worker's compensation payment, equal his/her normal salary.

*Section 4. Bereavement Leave Pay*

Employees will be granted up to three (3) working days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, child, parent, sister, brother, grandparents, mother or father-in-law, sister-in-law, brother-in-law, or other members of the employee's household, and persons designated as legal guardians. The Employer reserves the right to verify the legal relationship of the family member to the employee. Unused bereavement leave shall not accumulate from year to year.

*Section 5. Jury Duty*

Initials: 



Any employee who serves on jury duty shall receive full pay. An employee serving jury duty shall receive full pay even if the jury service occurs on a day which is not scheduled as a work day for the said employee.

**ARTICLE IX - VETERAN'S RIGHTS AND BENEFITS**

*Section 1.* The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to be reinstated to the former position held or to a position of equal status, at the rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.


*Section 2.* Such reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

*Section 3.* The Employer 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. The City shall pay the difference between such service pay and six (6) hours straight time pay for scheduled working time lost.

*Section 4.* The Employer agrees to pay an employee for all reasonable time involved in reporting for physical examination for Military Service.

**ARTICLE X - HEALTH, PRESCRIPTION, DENTAL, AND EYE CARE BENEFITS**

*Section 1.* The Employer and the Association recognize that, although medical coverage benefits are negotiable in bargaining for and arriving at collective bargaining agreements pursuant to P.L.2011, c78, the provisions concerning medical coverage are not negotiable during the

Initials: 


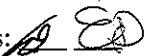
term of this Agreement. Employees shall make such contributions towards payment of medical insurance as required by law and Employer shall maintain medical insurance for Employees and their families and shall offer such plans as are equal to or better than the medical insurance benefits currently in effect. All Employees covered by this agreement shall make the full "Year 3" contributions toward their healthcare benefits coverage premiums as required by P.L.2011, c78 as if this Agreement was entered into and executed on or before January 1, 2015. Said obligations to contribute shall remain frozen at said percentage rate for the duration of this Agreement without change, at the level of full implementation that existed pursuant to Section 39 of P.L.2011, c78 whereby the full premium share payable by Employees was and shall continue to be collected.

The Employer shall provide a full family prescription plan. Effective November 1, 2009, the Employer shall have the option of implementing a prescription co-payment schedule of Five Dollars (\$5.00) for generic prescriptions and Ten Dollars (\$10.00) for brand name prescriptions.

The Employer reserves the right to change carriers so long as equal to or better coverage is provided.

*Section 3.* The City will reimburse all active Employees and their families for the cost of eye care examinations and/or prescription ophthalmic goods, up to a maximum of Three Hundred Dollars (\$325.00) per year and \$350.00 in 2025 until the end of the term of this Agreement. Employees may combine two (2) years of the benefits of this section up to a maximum of \$650.00 or the actual costs, whichever is less for the years up to 2025 and up to \$700.00 or the actual costs, whichever is less for the remaining term of this Agreement.

*Section 4.* The City shall further provide continuation of medical benefits as described herein for retirees who leave the employ of the City with a twenty-five (25) year pension retirement, as defined by New Jersey Pension Statues, or a work incurred disability retirement, as defined by

  
Initials: 

New Jersey Pension statues. Such employee will be entitled to such continued medical benefits provided:

- a) The Employee must have served twenty-five (25) years of service within the Public Employment Retirement System (PERS) or be on disability retirement, as defined by New Jersey Statutes;
- b) Coverage is limited to the employee, the employee's spouse and the employee's dependents.
- c) If the employee or his spouse is covered by another medial plan or Medicare or similar health benefits program. The City shall have the right to request an annual certification of the above.
- d) As to employees hired after July 1, 2023: All employees hired on or after July 1, 2023 shall not be entitled to any healthcare coverage provided by the City upon retirement.

#### **ARTICLE XI - DISCHARGES**

An employee shall not be discharged except for just sufficient cause, except that newly engaged employees still serving their probationary terms shall be subject to dismissal for any cause whatsoever and without appeal to the Union or Employer. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

#### **ARTICLE XII - NON-DISCRIMINATION PRACTICES**

*Section 1.* It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

Initials: 

*Section 2.* No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

### **ARTICLE XIII - UNION BULLETIN BOARD**

*Section 1.* The Employer shall provide reasonable bulletin board space for the posting of official Union notices. No notices containing derogatory, defamatory, salacious, inflammatory or anonymous material shall be posted. Posting by the Union on such bulletin board shall be confined to official business of the Union. The Union agrees that there shall be no distribution of handbills or other Union material on City time or property except for the notices which have been posted the aforesaid bulletin board.

### **ARTICLE XIV - SEPARABILITY AND SAVINGS**

If any provision of this Agreement shall be found to be contrary to law or otherwise invalid by operation of the law or by a Court or other tribunal of competent jurisdiction, that portion of the provision shall be inoperable, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

### **ARTICLE XV - FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless herein specified. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of both parties.

### **ARTICLE XVI - WAGES**

Initials: 

The parties agree that all Employees covered by this agreement, shall be entitled to a wage increase, over existing wages in effect at the time of the effective date of this agreement, as follows:

All Employees whose base salary is under \$50,000.00 shall receive a \$1,500.00 increase to their salaries each year of the term of this Agreement.

All employees whose base salary is \$50,000.00 or more shall receive an across the board increase to their base salaries for each year of the term of this Agreement as set forth below:

Year	Percent
2023	2.85%
2024	0.00%
2025	2.85%
2026	2.15%
2027	2.15%

Should a new employee be hired in the first quarter of the year, they will be entitled to the full increase applicable the following year. In the event that they are hired in the second quarter, they will be entitled to half the increase applicable the following year. New hires beginning employment within the third or fourth quarters will not receive an increase the following year.

**ARTICLE XVII - TERMINAL LEAVE**

Initials: 

*Section 1.* Each employee with ten (10) years or more continuous service with the City shall, upon retirement or resignation, be granted terminal leave with pay as follows:

- a) Lump sum payment equivalent to three (3) months' salary; or
- b) Provided the employees gives written notice, a lump sum payment equivalent to a percentage of the employee's accumulated sick leave in accordance with the following schedule:
  1. Fifteen (15) years' service – thirty (30%) percent.
  2. Sixteen (16) through twenty-nine years' service – thirty (30%) percent, plus two (2%) per cent for each year after fifteen (15) years.
  3. Thirty (30) years' service and thereafter – sixty (60%) percent.

Each employee, subject to the notice requirement, shall have the right to elect to have payment of the terminal leave computed pursuant to either (a) or (b) above, whichever is greater. However, the Employee's acknowledge and agree that the maximum payout for accrued sick leave is governed by New Jersey Law.

#### **ARTICLE XVIII - EDUCATIONAL BENEFITS**

*Section 1.* The Employer agrees to pay one hundred percent (100%) of the cost of all tuition and books for the employee enrolled at a recognized institution of higher education for a course or program with is directly related to his or her work with the City. Prior approval of the Department Head and City Manager must be secured, and the course or program must be successfully completed. Employees on leave of absence and enrolled as full-time (10 credit hours per semester) will not be eligible for reimbursement unless written approval is secured.

Any payment received from any tuition grant directly to the employee or from any other source shall be credited against the tuition reimbursement provided herein and the amount paid by

Initials: 

the City will be decreased accordingly. To qualify for the reimbursement, a voucher must be submitted on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following:

- a) A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or
- b) A receipted voucher for tuition costs indicating it as payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition cost has been received, or indicating that the extent of any reimbursement and the amount due after reimbursement; and/or
- c) A receipted voucher for the cost of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

#### ARTICLE XIX - MANAGEMENT RIGHTS

*Section 1.* The City hereby retains and reserves unto itself without limitation, all powers, right, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

- a) To exercise the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
- b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees subject to the posting and bidding procedures of this Agreement;
- c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, and in keeping with the negotiated and agreed to terms and conditions of this Agreement.

Initials: 

*Section 2.* The exercises of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection shall be limited only by the specific and express terms hereof.

*Section 3.* Nothing contained herein shall be construed to deny or restrict the City its powers, rights, authority, duties, and responsibilities under *N.J.S.A. 40:1-1 et seq.*, *N.J.S.A. 40A:-1 et seq.*, or any other national, state, county, or local laws or ordinances.


*Section 4.* The City retains the right to establish work rules and disciplinary procedures not inconsistent with the terms of this Agreement. New work rules and/or disciplinary procedures shall be subject to the grievance procedure.

*Section 5.* The Employer agrees that all benefits, terms, and conditions of employment relating to the status of employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained.

*Section 6.* Notwithstanding contrary provision, the parties expressly agree that all terms and conditions of employment may be the subject of good faith negotiations between the parties.

*Section 7.* Unless a contrary intent is expressed in a properly executed Memorandum of Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee and the Employer pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed, or abolished.

*Section 8.* The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

Initials: 



*Section 9.* If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the employee's designated representative and the appropriate Employer representative.

*Section 10.* Employees failing to maintain proper licenses or certification for their classification shall be demoted.

**ARTICLE XX - LONGEVITY**

*Section 1.* In addition to the compensation set forth above, all employees subject to this contract shall receive longevity compensation in accordance with the following schedule:

- a) For employment for not less than five years  
through the end of the ninth (9<sup>th</sup>) year.....4% of the annual salary
- b) For employment commencing with the beginning of  
the tenth (10<sup>th</sup>) year through the end of the fifteenth year.....5% of the annual salary
- c) For employment commencing with the beginning of the  
sixteenth (16<sup>th</sup>) year through the end of the nineteenth (19<sup>th</sup>)  
year.....6% of the annual salary
- d) For employment commencing with the beginning of  
the twentieth (20<sup>th</sup>) year and annually thereafter.....7% of the annual salary

New employees – defined as those who have no service with the City prior to July 1, 1999 – shall have no entitlement to longevity benefits.

Longevity, when earned, shall be added to the base salary of the employee after the annual increase has been added.

Initials: 

*Section 2.* Service Recognition Bonus: a one-time payment to employees with 25 years of service to the City in the amount of \$750.00 to be paid in a lump sum and not to be included in the employee's base salary.

### **ARTICLE XXI - DISABILITY BENEFITS**

Notwithstanding any other provision of this Agreement, and in supplement thereto, The City agrees to provide all employees the benefits set forth in the Temporary Disability Benefits Law, *N.J.S.A. 43:21-7 et seq.*, as amended. The City shall make the appropriate contributions to such program as required by law, to the extent of one-half of one percent ( $\frac{1}{2}$  1%) of each employee's salary. The Union agrees that deductions shall be made in such amount required by law from the employee's salary, said deductions to be matching to the contributions made by the City pursuant to law.

### **ARTICLE XXII - PERSONAL DAYS**

Each employee who has work for the City for less than ten (10) years shall be entitled to three (3) "days" (19.5 hours) off with pay during the calendar year for reasons which are personal to the employee. Each employee who has worked for the City for ten (10) years or more shall be entitled to four (4) "days" (26 hours) off with pay during the calendar year for reasons which are personal to the employee. An employee choosing to exercise their option to take a personal leave day must, when reasonably possible, give three days' notice to the City Manager, of such intention. The City Manager reserves the right to waive the three (3) days' notice.

Beginning in 2024, personal days will be converted and viewed as hours. The employee will be docked 8 hours on a request for personal days off Monday-Wednesday or 8.5 hours on a request for a Thursday. In the event the employee has a balance at the end of the year that is less than a  $\frac{1}{2}$  (4 hours) personal day, those hours may be carried over into the following year.

Initials:



**ARTICLE XXIII - POSTING OF VACANCIES, PROMOTIONAL OPPORTUNITIES,  
AND PAYMENT UPON PROMOTION**

*Section 1.* The Employer shall post all vacancies and/or promotional opportunities arising within positions and/or titles covered by this Agreement. Said notice shall be posted in a conspicuous location and shall contain the following information:

- a) The title of the open position;
- b) The requisite qualifications for the said position;
- c) The salary applicable to the position; and
- d) The name of the employer representative to whom the application should be submitted.


*Section 2.* Employees promoted to a higher title shall receive an increase to their base salary of 5%

**ARTICLE XXIV - EMPLOYEE'S RIGHT TO INSPECT PERSONNEL FILE**

Each employee shall have the right to inspect and review his own personnel file upon request to the City Manager and upon such conditions to insure the maintenance of the integrity of the file. Each employee shall have the right to explain or object in writing to any item contained in his file and to place such written explanation or objection in his file.

**ARTICLE XXV - EMPLOYEE'S BASIC RIGHTS**

*Section 1.* Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support its Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

Initials: 

*Section 2.* The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in activities of the Union and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

*Section 3.* Further, nothing herein shall be construed to deny or restrict to any employee such rights as he may have under applicable federal or state law. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere. Employees shall be entitled to full rights of citizenship, and no religious or political activities of an employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state, or federal law.

#### ARTICLE XXVI

DELETED

#### ARTICLE XVII - NO WAIVER

Except as otherwise provided in this Agreement, the failure of any party to enforce any provision of this Agreement shall not be deemed a waiver thereof.

#### ARTICLE XVIII - CHANGES AND MODIFICATIONS

Unless as otherwise provided by the state or federal law, any changes or modifications in the terms and conditions of employment shall only be made through negotiations with the Union. Proposed new rules or modifications of existing rules which govern the working conditions – unless determined to be within the managerial prerogative of the City – shall be negotiated with the Union before they are established. In the event the appropriate State Pension Board, or Rules and Regulations relating thereto, enacts modifications which would ensure to the benefit of the

Initials: 

employees if they were incorporated herein, they shall be deemed incorporated herein without further action by or between the parties hereto.

**ARTICLE XXIX - AMENDMENT OF LAW**

Any provision of this Agreement requiring state legislative action, to permit its implementation by amendment by law, shall not become effective until the enactment date by the said legislative bodies.

**ARTICLE XXX - DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2023 and shall continue in full force and effect until December 31, 2027. All provisions, including – but not limited to – those affecting wage and other fiscal issues, shall be applied retroactively to the commencement date of this Agreement. For all purposes, this Agreement shall be deemed the full and final settlement of all bargainable issues between the employer and the employees. All provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement has been executed and becomes effective.

**ARTICLE XXXI - CLOTHING ALLOWANCE**

DELETED

**ARTICLE XXXII - MERIT-BASED INCREASES**

There shall be a merit-based Range Adjustment Program applicable to all full-time Employees. Full-time Employees who meet or exceed the merit-based criteria established for range adjustments are eligible to be considered for and may apply for a range adjustment within rank. The merit-based criteria will be established by the City and published for the understanding of affected Employees. The procedures for consideration utilized in the City, if universally applicable, or in a division, department, or similar unit thereof in which the full-time Employee is employed, shall be fairly and equitably applied to all applicants and nominees and at the City Manager's discretion.

Initials: 

Those employees applying for a range adjustment will have the right to present justifications for the adjustment to their Department Head. If the Department Head does not agree to implement the range adjustment, the Department Head may present the Employee's position to the City Manager. The City Manager's decision thereupon shall be final and binding on the parties.

Except as to the refusal of a Department Head to present an Employee's position in support of a range adjustment to the City Manager, Article III of this Agreement shall not apply to merit-based range adjustments. Accordingly, merit pay adjustment determinations themselves are not grievable.

**ARTICLE XXXIII - ACKNOWLEDGEMENT OF CITY'S DRUG AND ALCOHOL POLICY**

The Union acknowledges the City's "Drug and Alcohol Policy for All Employees", in effect as of this date, and incorporates same herein by reference.

Initials:  AMH  
ED

In Witness Whereof, the parties hereto have caused this instrument to signed and attested by the proper corporate officials and its corporate seal affixed and have hereunto set their hands and seals on the 27<sup>th</sup> day of July, 2023.

For the City of Garfield:

Attest:

Erin N. Delaney  
Erin N. Delaney, City Manager and City Clerk

8/1/23  
Date

Anders Hasseler  
~~Richard Rigoloso, Mayor~~  
Anders Hasseler, CFO

03 Aug 23  
Date

For the White-Collar Unit  
United Public Service Employees Union:

Witness or Attest:

Kevin Boyle, Jr.  
Kevin Boyle, Jr., President

Lisa Santora 7/27/23  
7/27/2023  
Date

[Signature]  
Name: 7/31/2023  
Title: Lab Relations Rep

[Signature]  
Date: 7/31/23

Initials: AAH  
WCO