

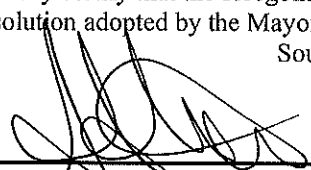
RESOLUTION 19-167

AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE A LABOR AGREEMENT BETWEEN THE BOROUGH OF SOUTH PLAINFIELD AND TEAMSTERS LOCAL UNION 469

BE IT RESOLVED that authorization is hereby given by the Borough Council of the Borough of South Plainfield for the Mayor and Municipal Clerk to execute a Labor Agreement between the Borough of South Plainfield and Teamsters Local Union 469 for the period of 2019 through 2023.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Bengivenga	x		X				
Councilman Dean			X				
Councilwoman Faustini			X				
Councilman Vesce			X				
Councilman White			X				
Council President Wolak		x	X				
			6	0			
Mayor Anesh – TIE ONLY							

I do hereby certify that the foregoing is a true and exact copy
of a Resolution adopted by the Mayor and Borough Council of
South Plainfield Borough on
May 6, 2019



Amy Antonides, RMC/CMC/CMR
Municipal Clerk – South Plainfield Borough

AGREEMENT
BETWEEN
THE BOROUGH OF SOUTH PLAINFIELD
AND
TEAMSTERS LOCAL UNION NO. 469

Expires: 12/31/2023

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AGREEMENT

This agreement, entered into this 7th day of May, 2019
between Local Union No. 469 with the INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, hereinafter referred to as the "UNION" and the BOROUGH OF SOUTH
PLAINFIELD, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the
"EMPLOYER."

The effective date of this agreement is January 1, 2019 to December
31, 2023.

The EMPLOYER and the UNION agree as follows:

The within Articles of Agreement represent an accurate codification of all prior
agreements, amendments and supplements to UNION contracts with EMPLOYER for the
years 1975 through 1996.

It is intended that this codification will be utilized for future
amendments, supplements, and future agreements between UNION and EMPLOYER
with insert pages being keyed to the specific reserved sections, as set forth in the Index.

Article 1 – RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO. 469, I.B.T. as the sole and exclusive bargaining agency for all blue collar employees, including working foreman of the Department of Public Works of the BOROUGH OF SOUTH PLAINFIELD in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified July 23, 1971, by P.E.R.C., Docket No. R0-281.

The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

Excluded are managerial executives, professional, confidential employees, office clerks, and the superintendent of Public Works

Article 2 – SUPERINTENDENT AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or the Superintendent of Public works be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training and/or in the absence of qualified people. This provision shall not be used to deprive employees the opportunity to earn wages.

Article 3 – DUES CHECK OFF

The EMPLOYER agrees that it will, as authorized hereinafter in each month, deduct the union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary – Treasurer of LOCAL UNION 469, within ten (10) days after the dues are deducted.

After an employee has been employed for thirty-one (31) days, the EMPLOYER agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as set forth above.

The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The UNION will furnish the EMPLOYER a written statement of the dues and initiation fees to be deducted.

The UNION dues shall be deducted in two (2) pay periods each month. One-half (1/2) in the second pay period and one-half (1/2) in the fourth pay period.

The UNION agrees that it will indemnify and save harmless the Borough of South Plainfield against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the EMPLOYER at the request of the UNION under this Article.

Article 4 – MANAGEMENT RIGHTS

1. The executive management and administrative control of the Department and its properties and facilities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from the time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote subject to Civil Service, transfer, assign or retain employees.

5. To set the rates of pay for Temporary or Seasonal employees within the meaning of Civil Service.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Employer from contracting out any work as long as it is consistent with how PERC case law addresses subcontracting.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

10. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection

therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and the laws of New Jersey and the United States.

11. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under N.J.S.A. 40A:1 1-1, et seq. or any national, state or county or local laws or regulations.

Article 5 – INSPECTION PRIVILEGES

Authorized agents of the UNION shall have access to the EMPLOYER'S establishment during working hours, at time of mutual convenience to the EMPLOYER and UNION, for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the EMPLOYER'S working schedule.

Article 6 – JOB STEWARDS

The EMPLOYER recognizes the right of the UNION to designate job stewards and alternatives.

The authority of job stewards and alternates so designated by the UNION shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate local union action.
3. The transmission of such messages and information which originate with, and are authorized by the local union for its officers, provided such messages and information:

(a) have been reduced to writing, or

(b) if not reduced to writing are of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the EMPLOYER'S function and operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYER'S operations.

The EMPLOYER recognizes these limitations upon the authority of job stewards and their alternates, and not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted, with the permission of the supervisor, to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Article 7 – GRIEVANCE AND ARBITRATION PROCEDURE

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this Agreement.

An aggrieved employee shall present his/her grievance in writing within twenty (20) working days of its occurrence or such grievance will be deemed waived.

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1. The employee and the steward or the employee individually but in

the presence of a steward shall take up the complaint with the Superintendent of Public Works. In the event the complaint is not satisfactorily settled within three (3) working days, the employee or the steward may forward the grievance to the next step in the procedure.

Step 2. If the UNION wishes to appeal the decision of the Superintendent of Public Works, such appeal shall be presented, in writing, to the Borough Administrator or their designee. The Administrator shall render a decision fifteen (15) working days after his/her review.

Step 3. If the decision of the Administrator is not accepted, the grievance may be forwarded, in writing, to the Mayor and Council or its designee within fifteen (15) calendar days thereafter. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step 4. The UNION representatives and the EMPLOYER representative, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the UNION or the EMPLOYER may take the dispute to arbitration.

Article 8 – ARBITRATION

An arbitrable grievance shall be limited to interpretation or application of any provision of this Agreement.

Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

2. It is intended that all differences between the EMPLOYER and the UNION involving interpretation or application of this Agreement shall be settled through the grievance and the arbitration provisions of the Agreement. Employees shall exhaust their remedies through the grievance and arbitration provisions of this Agreement.

Article 9 – NO STRIKE – NO LOCKOUT

The EMPLOYER agrees that it will not lock out its employees and the UNION agrees it will not sanction a strike, slowdown, or work stoppage during the life of this Agreement.

Article 10 – DISCHARGE OR SUSPENSION

The EMPLOYER shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the EMPLOYER must immediately notify the employee, in writing, of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the UNION office within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the EMPLOYER must give at least one (1) warning notice, when it is practicable to do so, of the specific complaint against such employee, in writing, and a copy of the same to the UNION and its shop steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

A discharged or suspended employee must advise his/her UNION, in writing, within five (5) working days after receiving notification of such action against the employee, of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the EMPLOYER, in writing, within ten (10) days from the date of discharge or suspension.

Should it be proven that an injustice has been done, a discharged or suspended employee shall be fully reinstated in their position and compensated at their usual rate of pay for lost opportunity. If the UNION and the EMPLOYER are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 7 within fifteen (15) calendar days after the above notice of appeal is given to the EMPLOYER.

Article 11 – SEPARATE OF EMPLOYMENT

Upon discharge, the EMPLOYER shall pay all money, including pro rata vacation pay, due to the employee.

Upon quitting, the EMPLOYER shall pay all money due to the employee, including pro rata vacation pay, on the next payday following such quitting.

Article 12 – UNION BULLETIN BOARD

The EMPLOYER agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the UNION on such bulletin boards are to be confined to official business of the Union.

Article 13 – NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

Any employee member of the UNION acting in any official capacity whatsoever shall not be discriminated against for their acts as such officer of the UNION so long as such acts do not interfere with the conduct of the EMPLOYER'S operation, nor shall there be any discrimination against any employee because of UNION membership or activities.

Article 14 – WORK ASSIGNMENTS

The EMPLOYER agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see Labor Schedule Appendix B attached), unless otherwise specifically provided for in this Agreement.

Employees shall be assigned to work in their primary classification when work is available.

When there is no work in an employee's particular classification, the employee will be assigned to the next lowest classification where work is available without loss of pay.

Employees shall not be assigned to lower classified work while any lower classified employee is assigned to work in their particular classification.

Article 15 – SAFETY

The EMPLOYER shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of Federal, State or Municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his/her supervisor. The supervisor will determine and advise how the work can be performed safely or finding the work cannot be performed safely, will stop work.

In the event an employee makes a complaint to their supervisor concerning an alleged unsafe or hazardous condition, the supervisor must within five (5) days give a report, in writing, to the Superintendent setting forth the disposition of said complaint. Upon review of said report, the Superintendent will review the matter and the Superintendent will make a final determination concerning same. If the employee is not satisfied with the Superintendent's decision concerning the alleged unsafe or hazardous condition, a grievance may be commenced as set forth herein. The employees are subject to disciplinary action if they do not use EMPLOYER supplied safety equipment.

Article 16 – NOTIFICATION TO THE UNION

The EMPLOYER will notify the UNION, in writing, of all promotions, demotions, transfers, suspensions and discharges, within the bargaining unit.

The EMPLOYER will notify the UNION, in writing, prior to a layoff within the bargaining unit.

The EMPLOYER will provide the UNION with an updated list of covered employees showing name, address, classification, and social security number.

The EMPLOYER will notify the UNION of additions and deletions to the payroll of covered employees as they occur.

Article 17 – PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, the EMPLOYER reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

This period may be extended for an additional thirty (30) days by mutual agreement.

Article 18 – SENIORITY

Seniority will mean a total of all periods of employment within the Borough of South Plainfield, except that an employee shall lose seniority rights for any one of the following reasons:

- A. Voluntary resignation
- B. Discharge for just cause

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- C. Failure to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The EMPLOYER may require substantiating proof of illness or accident).
- D. Continuous layoff beyond recall period for reemployment outlined in this Agreement.

Article 19 – LAYOFFS AND RECALLS

In the event the EMPLOYER reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, providing the senior employees can perform the remaining work available.
2. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.
3. A laid off employee shall have preference for recall for a period of five (5) years, or as provided in Civil Service.
4. The EMPLOYER shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the EMPLOYER hire from the open labor market while any employee has an unexpired term of preference for recall provided the employee shall be qualified and capable of performing the work and is ready and able to be recalled. The EMPLOYER in making a determination as to an employee's qualifications or capabilities shall not be arbitrary.

5. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Employees shall notify the EMPLOYER within five (5) working days of receipt of notification of their intent to return to work within ten (10) working days from the date of notification.

Article 20 – POST AND BID PROCEDURE

The EMPLOYER agrees to fill all job vacancies in accordance with New Jersey Department of Personnel Regulations.

Article 21 – JOB CLASSIFICATION SHEETS

The EMPLOYER will prepare and make available the UNION job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the EMPLOYER shall give the UNION a job classification sheet. The EMPLOYER agrees that in establishing new classification, the existing classifications at that time will not in any way be eroded. The UNION may recommend changes in the classification sheet and discuss with the EMPLOYER the hourly rate of pay.

Article 22 – HOURS OF WORK

The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours each week, Monday through Friday inclusive. There shall be no split shifts.

The schedule hours of work are 7:00 a.m. to 3:30 p.m.

The EMPLOYER shall allow an unpaid one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work. The EMPLOYER also agrees to schedule a fifteen (15) minute break after every four (4) hours of work (two (2) per eight (8) hour shift). These fifteen (15) minute breaks shall occur at 10:45am and at 2:45pm.

The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work (except during snow removal/ emergencies- see Article 23).

The EMPLOYER agrees to guarantee and employee a minimum of one (1) hour work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours of work pay in lieu thereof at the applicable premium rate of pay whenever such employee is called into work outside regular hours on any day, including Saturday, Sunday and holidays. With conditions permitting in accordance with the agreed procedures for call-in, two employees will be called in as a safety precaution based on the policies and procedures established by the EMPLOYER. Illustrations of such activities are as follows:

Salting, trees fallen where they have to be cut up, T.L. down, chemical spills

The EMPLOYER agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

For all SNOW REMOVAL/EMERGENCIES see ARTICLE 23.

Article 23 – SNOW REMOVAL/EMERGENCIES

The EMPLOYER agrees that any employee engaged in snow removal/emergency situations as designated by Middlesex County Hazmat, NJ Department of Environmental Protection or the Borough of South Plainfield Office of Emergency Management will be granted a one (1) hour rest period for each four (4) hours of work. This shall include one-half (1/2) hour lunch period. Rest periods shall be administered by the supervisor so as to stagger them and permit coverage.

Provisions shall be made to have an additional person available for loading of sanders and salters. All employees are to be on call during snow emergencies and report to work, unless on an approved leave.

Article 24 – RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the Table of Job Classifications, as attached hereto along with Rates of Pay in Labor Schedule Appendix B, which are attached hereto and made a part of this Agreement together with any and all amendments and supplements which are agreed to in the future and specifically incorporated by reference into this Article of Codification.

Employees hired in the laborer classification who do not receive the maximum rate of pay for the classification, shall receive the next higher increment rate at the beginning of each contract year until the employee receives the maximum rate of pay for the laborer classification.

Article 24B – RATE OF PAY-STEP SYSTEM

Rates of pay are pursuant to the borough salary ordinance and the following step system and regulations shall apply to each employee. Each employee shall be promoted to the next level in accordance with the following system.

LABOR/BUILDING MAINTENANCE STEPS:

Step #2

Step #3 After completing 1 year at level 2

Step #4 After completing 1 year at level 3

Step #5 After completing 1 year at level 4 (Building Maintenance Level 1)

Step #6 After completing 1 year at level 5 (Building Maintenance Level 2) CDL Required

TRUCK DRIVER/BUILDING MAINTENANCE STEPS: CDL REQUIRED

Level 1- After Completion of 2 years in Laborer 6

Level 2- After Completion of 3 years in Level 1

Level 3- After Completion of 3 years in Level 2

MECHANIC STEPS*: CDL REQUIRED

Class C-

Class B- After Completion of 3 years in Class C

Class A Level 1- After Completion of 1 year in Class B

Class A Level 2- After completion of 3 years in Class A Level 1

*employees need certifications that are required for position to be promoted to the next class

MOTOR BROOM OPERATOR/HEAVY EQUIPMENT/SUPERVIROR STEPS: CDL REQUIRED

Level 1-

Level 2- After Completion of 3 years in Level 1

Level 3- After Completion of 3 years in Level 2

SENIOR ^{Maintenance Repaired} ~~BUILDING MAINTENANCE~~ STEPS: CDL REQUIRED ^{JP} _{YS}

Level 1-

Level 2- After Completion of 3 years in Level 1

Level 3- After Completion of 3 years in Level 2

The following Provisions for the step system shall be applied and enforced:

1. Non Laborer Employees that were promoted to their current title in 2017 or earlier shall be moved to the next level within their current title on 1/1/20.
2. Non Laborer Employees that were promoted to their current title in 2018 shall be moved to the next level within their current title on 1/1/21
3. Mechanics who held the Level C position by resolution as of 2018 shall be moved to class B on 1/1/2020, those in the Level C position by resolution in 2019 shall be moved to the next level on 1/1/21.
4. All mechanics shall have 6 months to obtain a CDL from the date of the signing of this contract.
5. No employee shall be upgraded to Laborer 6/Building Maintenance 2 without a CDL.
6. During snow events all employees operating a snow plow without a CDL shall be paid at Truck Driver Level 1 Rate.
7. Employees WITH a CDL that is in a laborer step and is required to drive a Mason Dump or a Truck with a trailer shall be upgraded to Laborer 6.
8. Employees WITHOUT a CDL that is in a laborer step and is required to drive a Mason Dump or a Truck with a trailer shall be upgraded to Laborer 5.
9. Motor Broom Operators and Senior ^{Maintenance Repairer} ~~Building Maintenance~~ personnel shall, upon being promoted to a heavy equipment title, be promoted to the next level of heavy equipment (Example: Motor Broom Level 2 will be promoted to Heavy Equipment Level 2)
10. CDL REQUIRED for all titles above laborer 6 in salary table attached.

Article 25 – WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay in accordance with the following schedule:

- A. Two (2) hours for all time up to two (2) hours
- B. Four (4) hours for all time over two (2) hours and up to four (4) hours.
- C. Six (6) hours for all time over four (4) hours and up to six (6) hours.
- D. Eight (8) hours for all time over six (6) hours and up to eight (8) hours.

Daily promotions will be made with the approval of the Superintendent.

After five (5) consecutive days, approval must be received by the Borough Administrator.

Temporary promotions shall be offered to the qualified employee with the greatest employment seniority from within the next lower classification; if no such employee exists, then the offer shall be made to the qualified employee with the greatest employment seniority from within the second next lower classification, etc.

Operators of Jet VAC, Sewer VAC, and Bucket Truck (used during tree trimming operations) will receive the same rate as the Heavy Equipment Operator.

Similarly, other skilled labor such as masonry and carpentry shall be paid at the Truck Driver rate.

The EMPLOYER agrees to pay two dollars (\$2.00) per hour premium for the hours worked by an employee assigned to work emergency situations, as designated by the Middlesex County Hazmat, NJ Department of Environmental Protection and/or the Borough's Office of Emergency Management.

The EMPLOYER agrees to pay an additional three hundred dollars (\$300.00) per year to bucket truck operators and sewer jet operators for hazardous duty pay provided

the employee has worked at least three hundred (300) hours in that capacity the previous year. The stipend shall be paid in January and July in \$150.00 increments. Also, the Borough will pay up to two members one thousand dollars (\$1,000.00) annually for maintaining a valid Pesticide Certification. The payment will be made twice a year (January and July) in \$500.00 increments. Licenses will be based upon seniority.

Article 26 – PREMIUM PAY

The EMPLOYER agrees to pay premium wages in accordance with the following rules:

One and one-half (1 ½) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the EMPLOYER in excess of eight (8) hours in any twenty-four (24) hour period;
2. All hours spent in the service of the EMPLOYER on any Saturday;
4. All hours spent in the service of the EMPLOYER on any holiday in addition to eight (8) hours straight time holiday pay (except for Labor Day, see below);
5. All time spent in the service of the EMPLOYER on any Sunday;
6. Whenever a snow assignment is uninterrupted and continues into the employee's next regularly scheduled work day, all hours worked during said assignment shall be at premium pay, until such time as the Mayor or his appointed representative determines that the roads are open or until snow plowing operations cease.

The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment. Each employee will be given five (5) minutes to call back to accept the overtime assignment. Employees who do not perform Eight (8) hours of work during the given

workday, those employees, shall be last on the list for the overtime assignment until 11:59pm of same day. For example, employee takes a half vacation day on Tuesday, employee will be last on list until 11:59pm that day. .

Overtime pay to employees working at the Borough Compactor and Compost area located in the landfill area shall be computed at one and one-half (1 ½) times the straight hourly rate. In no event, however, to be greater than one and one-half (1 ½) times the straight hourly rate of Heavy Equipment Operator. If any employee is out sick on Friday, he/she shall not be entitled to work overtime at the Borough Compactor and Compost area on the following Saturday and Sunday regardless of his/her rotational privileges.

Double (2) times the straight hourly rate shall be paid for all hours spent in service of the EMPLOYER on Christmas Day, New Year's Day, Labor Day and Thanksgiving Day. This payment shall be in addition to the normal holiday pay.

DEER CARCASS REMOVAL: If required to remove a deer carcass, the Employer will pay Employee \$50 per said removal. A list will be selected at the beginning of each year by the employees.

Article 26B – On Call System

An system shall be in effect for overtime each weekend (Friday 3:30pm through Monday 7:00am). If a holiday falls on a Friday or Monday this system shall be in effect 3:30 on the Thursday preceding the Friday holiday and to 7am on a Tuesday following a Monday holiday.

There shall be 3 employees on call each weekend with at least one of them being a supervisor. At least one Supervisor and at the discretion of the Superintendent the additional employees shall be called in. The additional employees shall be called in by the order of seniority. An on call list shall be selected by lottery by the 5th of each month for the following month. The lottery shall be done by the EMPLOYEES. If more than 3 employees are required to be called in, then employees shall be called in pursuant to Article 22.

The pay for being on call shall be at the following rates:

Supervisors - \$80 per weekend
Senior Building Maintenance/Heavy Equipment/Motor Broom Levels- \$60 per weekend
Truck Driver/Building Maintenance/Laborer Levels- \$40 per weekend

If any EMPLOYEE is On-Call and fails to report to work without a doctors note-
EMPLOYEE will be last on the list for any overtime opportunity for 30 days.

Article 27 – PAY DAY

Payroll is every other Friday. Employees will be paid during the working hours.
When pay day falls on a holiday, then the preceding day will be pay day.

Article 28 – LONGEVITY

All permanent, full-time employees are entitled to receive two percent (2%)
longevity pay for each completed five (5) years of employment:

At the end of the fifth (5th) year.....2%
At the end of the tenth (10th) year.....4%
At the end of the fifteenth (15th) year.....6%
At the end of the twentieth (20th) year.....8%

The EMPLOYER agrees to pay longevity entitlement in accordance with the
following formula:

“Current Annual Salary, multiplied by total longevity percentage entitlement,
equal total longevity pay.” Longevity pay shall be considered as part of base wages for
the purpose of computing overtime pay, holiday pay, vacation pay, sick pay and
retirement.

Longevity entitlement is based on each employee’s initial hire date.

All employees hired after 1/1/94 shall not be entitled to longevity.

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Article 29 – HOLIDAYS/PERSONAL DAYS

The EMPLOYER agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

Any holiday which falls on Saturday shall be celebrated the preceding Friday.

Any holiday which falls on a Sunday shall be celebrated the following Monday.

In the event a holiday in the Agreement falls during an employee's vacation period, such employee shall enjoy an additional day off.

All employees shall be granted four (4) personal days per year to be taken during the calendar year in which it is accrued. There will be no required notice for the utilization of personal days, however personal days shall be subject to the approval of the Superintendent, after his determination that there will be adequate coverage of departmental functions and duties for the requested day. The four (4) personal days shall be eligible and taken in the following increments: two (2) can be taken in increments of not less than one (1) day and the remaining two (2) can be taken in increments of not less than one-half (1/2) day. Unused personal days may not be carried forward to the next calendar year and shall be forfeited if not used.

If no personal days are used in a calendar year, employee shall be paid out one personal day which shall be calculated by the employees current hourly rate multiplied by eight (8).

Article 30 – VACATIONS

Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st of the preceding year.

Vacation pay shall be based on forty (40) hours straight time pay for the employee's classification.

Vacation may be scheduled throughout the calendar year.

Preference for selection shall be awarded to employees in order of greatest total employment seniority in the bargaining unit, subject to supervisory determination as to adequate coverage of department functions and duties.

In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.

Vacation pay will be paid on the pay day prior to the start of the vacation period upon request of the individual employee.

Unused vacation time may be taken in the following calendar year in accordance with the boroughs personnel policy.

Employees shall not normally be required to return to work while on vacation.

Employees shall submit their request for vacation to the Superintendent no less than 24 hours of notice for two days, a single day or half vacation day leave in which day shall be taken only upon approval of the Superintendent after his determination that there will be adequate coverage of the departmental functions and duties for the requested day.

Employees shall provide 2 weeks notice for 3 or more consecutive vacation days and shall be subject to the approval of the Superintendent. In the event that there is a conflict with multiple people wanting to take vacation on the same week, preference will be given to the individual who submitted their request first. It is up to Superintendent to ensure that adequate coverage exists in the department.

Half Day Vacations : 25% of vacation days in a given calendar year can be taken in half day increments, the remainder must be taken in full day increments. This calculation does not apply towards vacation days carried over from the previous year.

Article 31 – VACATION SCHEDULE

On completion of six (6) months, employee is entitled to one (1) day for each month worked up to one (1) year 12 days w/pay.

On completion of one (1) year.....12 days w/pay

On completion of two (2) years.....12 days w/pay

On completion of five (5) years.....15 days w/pay

On completion of ten (10) years.....18 days w/pay

On completion of fifteen (15) years.....21 days w/pay

On completion of twenty (20) years.....24 days w/pay

On completion of twenty-five (25) years.....29 days w/pay

Carryover of vacation time shall be in accordance with the Borough's Personnel Policy. Any change in the Personnel Policy will be approved by the bargaining unit.

Employees that have carried over more than 10 days from year to year, prior to this contract, will have five years from the date of this contract to reduce their time to 10 days or they will lose those days in excess of 10 days.

Article 32 – SICK LEAVE

1. The following schedule shall apply to earned sick leave allowed for Municipal employees and the rules governing accumulation:

On completion of one (1) year — 12 sick days with pay

On completion of two (2) years or Thereafter —15 sick days with pay

2. Sick Leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of their position, accident or exposure to a contagious disease requiring isolation or attendance upon a member of your immediate family, as defined by New Jersey State Law, in or outside your household who requires care; approval by the Administrator shall not be unreasonably denied.

3. If an Employee should leave work after reporting in for the day, their record should indicate a half-day of sick leave taken so long as they worked a minimum of two hours. When the Employee has been absent for a period of more than three (3) consecutive workdays or uses a sick day in conjunction with a holiday or vacation day, the Superintendent or Borough Administrator may request the Employee to furnish medical certification by a Physician verifying the Employee's condition or submit to an examination at the direction of the Superintendent or Borough Administrator by a physician at the expense of the Borough, or may be required to do both. Failure to provide the certification will result in the absence being disapproved. Abuse of sick leave shall be cause for disciplinary action.

4. No Employee shall be allowed to work and endanger the health and well being of other employees and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Superintendent or Borough Administrator may direct the Employee to a Physician at the expense of the Borough for an opinion as to the eligibility of the Employee to be absent from the work place.

5. Sick leave with pay shall not be allowed when the Employee does not furnish a medical certification or report to a Physician when directed to do so.

6. The recommendation of the Borough-appointed Physician as well as those of the attending Physician as to the justification for the absence from duty or place of work on account of disability or illness or of the fitness of the Employee to return to work shall be considered by the Superintendent and the Borough Administrator. The Superintendent and the Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough appointed Physician and the personal Physician, to require the Employee to submit to an examination by a third Physician at the Borough's expense.

7. In charging an Employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

8. In the event that the Employee uses all their available sick time and must be absent, the Employee must contact the borough Administrator to determine the appropriate course of action. The Employee may be granted a special leave of absence without pay at the discretion of the Mayor and Council. A request for leave without pay must be made in writing to the Superintendent and the Borough Administrator and such leave may be granted for a period not to exceed six (6) months. The matter must be approved by the Mayor and Council.

9. Sick leave due to injury received on the job shall not be charged against the Employee's sick time account.

10. Accumulated sick leave, is controlled by Ordinance #890 and Ordinance #1466 entitled: "AN ORDINANCE AMENDING THE DECLARATION OF PERSONNEL POLICY OF THE BOROUGH OF SOUTH PLAINFIELD", approved on October 9, 1997. Any Employee may accumulate up to 180 days of sick time or any portion thereof. Upon retirement, when the sick time accumulated has been certified by the Payroll Clerk, it will be compensated at the retiree's prevailing rate of pay.

11. Sick payout will be in accordance with New Jersey State Statutes.

12. Carryover sick time shall be in accordance with the Borough's Personnel Policy

Article 33 – HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employee and eligible dependents health care insurance as follows:

1. Comprehensive hospital, surgical and major medical subject to
 - a. \$200.00 deductible
 - b. 90/10 Co-Insurance
 - c. \$1,000,000.00 lifetime maximum major medical
2. Dental Insurance
 - a. 100% for preventative and diagnostic
 - b. 80% for remaining basic services
 - c. 80% for crowns, prosthodontics, and orthodontic services
 - d. Maximum per year patient \$2,000

- e. Lifetime maximum per patient for orthodontics \$1,200

The employees shall contribute to the payment of health, dental and prescription drug insurance premiums in accordance with this agreement. Employees shall pay in accordance with Health Benefits Appendix H attached hereto. The Borough further agrees that if at any time there is a change of carriers, the benefits will be equal to or better than the current benefit structure.

3. DOCTOR VISIT CO-PAYMENTS: The Employer shall extend to the employee and eligible dependents a Health plan with the following provisions:

PPO Plan Co-Pays

1. \$20 Primary Care Visit
2. \$25 Urgent Care Visit
3. \$40 Specialist
4. \$125 Emergency Room

Direct Access Plan Co-Pays

1. \$25 Primary Care Visit
2. \$30 Urgent Care Visit
3. \$45 Specialist
4. \$125 Emergency Room

4. Prescription Drugs

- f. \$30.00 Co-pay for brand name drugs
- g. \$20.00 Co-pay for generic substitute drugs
- h. \$40/\$30 Co-pay for maintenance drugs supplied through the mail order service.

Employees and eligible dependents shall be entitled to receive at the time of retirement, comprehensive hospital, surgical and major medical, as described about, at a cost provided in Article

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5. Optical Plan

The EMPLOYER agrees to provide an eye examination for each employee together with prescription eyeglasses every other year. The combined cost to the EMPLOYER for the eye exam and the prescription eyeglasses and/or contact lenses shall not exceed \$400.00 per year in 2019, \$450 per year in 2020, \$500 per year in 2021, \$550 per year in 2022, \$600 per year in 2023.

Lost or damaged eyeglasses or lenses will be replaced at full value if lost or damage occurred on the job.

EMPLOYER agrees to notify employees prior to any change in the Borough's health care policies which may adversely affect said employee's coverage.

Article 34 – GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System as well as health benefits listed in Article 33 for the employees and their spouses.

Pension benefits shall be based on regular straight time wages, longevity pay and any other compensation entitlement.

Article 35 – SPECIAL LICENSES AND TOOLS

The EMPLOYER shall pay the fee for the grant or renewal of any special license, including an articulated license if required by law, other than motor vehicle driver's license, which the employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

Mechanics will be paid an allowance each year toward the purchase of tools. This amount will not be included in their base pay and will be paid in half increments in January and July.

The allowance for the years 2019-2023 are as followed:

2019 – \$500

2020 – \$600

2021 – \$700

2022 – \$800

2023 – \$900

Article 36 – FUNERAL LEAVE

The EMPLOYER agrees to grant an employee funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include : spouse, children, brother, sister, parents, parents-in-law, grandparents, grandchildren of employee or spouse, Step-Brother of employee, Step-Sister of employee, Step-Children of employee, Step-Parents of employee (this provision also applies for any other relative who has continuously resided with the employee for at least one (1) year prior to death).

Funeral leave with pay shall not exceed five (5) working days.

Employee shall be granted a leave for three (3) days in the event of the death of a aunt (of employee or spouse), uncle (of employee or spouse), a brother-in-law or sister-in-law.

In all cases, the EMPLOYER may request submission of proof.

Article 37 – JURY DUTY

An employee who is called to jury duty shall immediately notify the EMPLOYER.

An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he/she is in attendance at court for jury duty service, regardless of the employee's shift.

The EMPLOYER agrees to pay the employee regular wages in addition to jury duty service fees paid by the Municipal, County, State or Federal Government.

Article 38 – MILITARY LEAVE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provision of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from the military service leave, an employee shall resume all his former employment service credits together with such improvements as he/she would have gained had he/she not entered military service, so that in no event will his/her employment service credit status be less than that provided by applicable government laws and regulations.

Article 39 – UNIFORMS

Uniform reimbursement will be provided to employees hired after 1/1/2010. Receipts are to be provided to Finance for reimbursement within 30 days of purchase. Starting 2020 receipts are to be provided to Finance for reimbursement for boots and

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clothing to be purchased through an approved vendor passed by resolution by the Mayor and Council. The uniform allowance shall be as follows:

2019 – \$850

2020 – Clothing -\$650.00 Boots - \$275

2021 – Clothing -\$700.00 Boots - \$300

2022 – Clothing -\$750.00 Boots - \$325

2023 – Clothing -\$800.00 Boots - \$350

Uniform will consist of Dickie-style blue shorts, either a safety-colored golf style shirt, a plain safety-colored tee-shirt as well as optional safety-colored shirt. Employees are prohibited from wearing cut-off shorts as well as shirts with cut-off sleeves or cut-off collars. Employees are permitted to wear baseball style caps. All other headwear is prohibited.

Fall/Winter (October 1st through April 30th)

Uniform will consist of blue Khaki-style pants, a safety-colored long sleeve shirt or a plain safety-colored sweatshirt. Employees are permitted to wear baseball style caps and/or winter headwear.

Additionally, employees shall be required to purchase steel tip winter boots or shoes which shall be worn at all times during working hours.

Employees who fail to wear the permitted uniform shall be sent home without pay for a minimum of one day after receiving two written notices.

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Article 40 – SANITARY CONDITIONS

The EMPLOYER agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.

Article 41 – LIE DETECTOR TEST

The EMPLOYER shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

Article 42 – COMPENSATION CLAIMS AND DISABILITY PROGRAM

1. The EMPLOYER shall provide worker's compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the EMPLOYER shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her shift or overtime guarantee on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

2. Effective upon the signing of the Collective Bargaining Agreement, the Borough will commence the process of enrolling in the State Disability Plan. Should the EMPLOYER be unable to enroll the members of Local 469 in this plan, the Borough agrees to contribute six dollars and fifty cents (\$6.50) per month (as provided in the State

Disability Plan) to a private plan. Any increase of EMPLOYER contribution under the State Disability Plan shall be added to the six dollars and fifty cents (\$6.50) per month.

Article 43 – PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of unions party to this Agreement, except as to extreme emergency conditions.

Article 44 – SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either EMPLOYER or UNION for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

If any article or section of this Agreement is inconsistent with any applicable provisions of Title (4) of the New Jersey Administrative Code entitled "Civil Service Rules," as amended or supplemented, the latter shall prevail.

Article 45 – FULLY BARGAINED AGREEMENT

A. The EMPLOYER and the UNION agree that this Agreement is the complete agreement between them. There will be no other understandings or agreements during the term of this Agreement unless agreed to in writing between the EMPLOYER and the UNION subsequent to the date of execution of the Agreement.

B. The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, 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.

C. It is in the interest of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The UNION for the life of this Agreement, hereby waives any rights to request

to negotiate or bargain with respect to any matters contained in this Agreement, except as provided in Paragraph E. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the UNION and other organizations, irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

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

Article 46 – ENTIRE AGREEMENT

This Agreement is intended to represent the entire Agreement between the parties and no verbal or written representations by any agent of the EMPLOYER shall be considered binding upon the EMPLOYER.

Article 47 – TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2019 to and including December 31, 2023 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Article 48 – EATING FACILITIES

Upon selection by the UNION, in conjunction with the EMPLOYER, of a suitable and sanitary site within the existing Public Works Department buildings, the EMPLOYER will provide a suitable and sanitary area for those employees desiring to bring in their own meals to eat on Public Works Department premises. It is not the intention of this provision that the EMPLOYER provide cooking facilities or meals to the employees of the UNION.

Article 49 – TERMINAL LEAVE

Employees of the UNION shall have rights with regard to terminal leave as defined in existing Borough Ordinances and their amendments and supplements.

Article 50 – SNOW DAYS

The EMPLOYER agrees to provide employees of the UNION with time off for time worked on days that the Mayor closes Borough Hall because of snow conditions, provided further, however that such time off is taken by the employee of the UNION within six (6) months of the date of the Borough Hall closing. Such time off will be given to the employee based on the Superintendent's determination that there is adequate coverage of the departmental functions and duties.

Article 51 – AGENCY SHOP

The EMPLOYER agrees to allow the UNION to adopt the provisions of the AGENCY SHOP LAW, which said law was duly adopted in 1980 to be effective July 1, 1980. Accordingly, the EMPLOYER shall deduct eighty-five percent (85%) of the

current dues from non-members of the bargaining unit to effect said Agency Shop provisions.

Article 52 – OPERATIONS

It is understood and agreed that at no time shall any employee conduct scavenging operations within or about the Landfill site located in the Borough of South Plainfield.

Article 53 – RATES OF PAY SCHEDULE

The rates of pay for employees are set forth in the specific Salary and Wage Ordinance adopted by EMPLOYER for the term of the recent contract negotiations and said Ordinance is hereby incorporated by reference into this codification and is affixed hereto as Labor Schedule Appendix B.

Article 54 – RETIREMENT BENEFITS

Employees enrolled in the Public Employee Retirement System, (P.E.R.S.) are subject to the benefits, requirements and provisions of those plans in addition to the following Borough benefits relating to accumulated sick and vacation day compensation.

1. All Employees who plan to retire from Municipal employment must submit a letter of resignation to the Mayor and Council a year in advance so that the governing body may make the necessary arrangements for compensation of accrued time, plan for your replacement and begin training of the replacement. Shorter notice may be given in unusual circumstances if determined by the Borough.

2. It shall be the exclusive choice of the retiring Employee to choose payment for accumulated sick and vacation days (as determined by and in accordance with Borough Ordinances #872, #890 and #1466 or NJ State Statute). The Employee may choose to receive the payment in bi-weekly payroll checks or a lump sum payroll check at the most current rate of pay. If the Employee chooses to receive payment in bi-weekly payroll checks any holidays or other days that the Borough is closed shall not count in the

calculation of days owed.

3. Upon retirement, after completion of twenty-five (25) years of service in the Public Employees' Retirement System (PERS), all benefits listed in ARTICLE 33 will be continued by the Employer.

4. The official retirement date will occur when the employee has depleted and been paid for all accrued vacation and sick time. As the employee is using that accrued time, he/she will not accrue any additional vacation time.

5. Employees shall pay 2% per year of annual pension pay upon retirement towards Health Benefits. NJ State Statue Chapter 78 provides that anyone who had 20 years of service or more as of 6/28/2011 is exempt from having to contribute towards the cost of health benefit costs upon their retirement. Prescription, Co-pays, Optical, and Dental shall be equal to or better than the contract at time of retirement.

6. The Surviving Spouse Clause enacted September 9, 1985 shall apply to this article.

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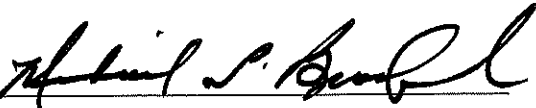
SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
caused their presents to be signed by their proper officers and their corporate seals to be
hereto affixed the day and year first above written.

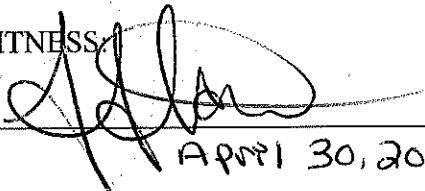
LOCAL UNION 469, Affiliated with
The International Brotherhood of
Teamsters, Chauffeurs, Warehousemen,
and Helpers of America

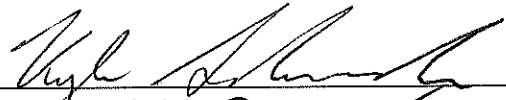
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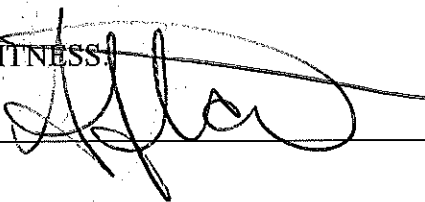
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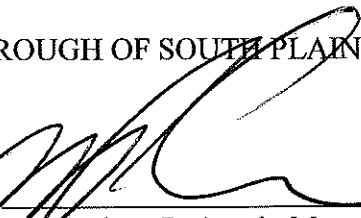
DEPARTMENT OF PUBLIC WORKS
Negotiating Committee

WITNESS: 
_____ APR 30, 2019




BOROUGH OF SOUTH PLAINFIELD

WITNESS: 

BY: 
Matthew P. Anesh, Mayor



5P 15

5P 15

5P 15

5P 15

Borough of South Plainfield
Teamsters
Health Insurance Grid
PPO

APPENDIX H

2018 BASE RATE		2018	Contribution %		2019	2019	2020	2021	2022	2023
SINGLE			2018							
35,000.00	-	39,999.99	1,509.30	30,541.00	4.94%	1,418.74	1,418.74	TBD	TBD	TBD
40,000.00	-	44,999.99	1,646.51	30,541.00	5.39%	1,547.72	1,547.72	3.95%	2.97%	2.42%
45,000.00	-	49,999.99	1,920.93	30,541.00	6.29%	1,805.67	1,805.67	4.31%	3.23%	2.64%
50,000.00	-	54,999.99	2,744.18	30,541.00	8.99%	2,579.53	2,579.53	5.03%	3.77%	3.08%
55,000.00	-	59,999.99	3,155.81	30,541.00	10.33%	2,966.46	2,966.46	7.19%	5.39%	4.40%
60,000.00	-	64,999.99	3,704.65	30,541.00	12.13%	3,482.37	3,482.37	8.27%	6.20%	5.06%
65,000.00	-	69,999.99	4,390.69	30,541.00	13.03%	4,127.25	4,127.25	9.70%	7.28%	5.94%
70,000.00	-	74,999.99	5,379.07	30,541.00	14.83%	4,127.25	4,127.25	8.01%	7.82%	6.38%
75,000.00	-	79,999.99	4,527.90	30,541.00	14.83%	4,256.23	4,256.23	9.49%	8.63%	7.04%
80,000.00	-	94,999.99	4,665.11	30,541.00	15.27%	4,385.20	4,385.20	9.78%	8.90%	7.26%
95,000.00	+		4,802.32	30,541.00	15.72%	4,514.18	4,514.18	12.22%	9.16%	7.48%
								12.58%	10.08%	7.70%
								10.38%	9.43%	
MEMBER/SPOUSE OR MEMBER/CHILD										
35,000.00	-	39,999.99	1,600.76	30,541.00	5.24%	1,504.71	1,504.71	TBD	TBD	TBD
40,000.00	-	44,999.99	1,828.44	30,541.00	5.99%	1,719.67	1,719.67	3.46%	3.14%	2.57%
45,000.00	-	49,999.99	2,286.80	30,541.00	7.49%	2,149.59	2,149.59	3.95%	3.59%	2.94%
50,000.00	-	54,999.99	3,430.20	30,541.00	11.23%	3,224.39	3,224.39	4.94%	4.49%	3.67%
55,000.00	-	59,999.99	3,887.56	30,541.00	12.73%	3,654.31	3,654.31	7.41%	6.74%	5.50%
60,000.00	-	64,999.99	4,802.27	30,541.00	15.72%	4,514.13	4,514.13	8.40%	7.64%	6.24%
65,000.00	-	69,999.99	5,259.63	30,541.00	17.22%	4,944.05	4,944.05	10.38%	9.43%	7.70%
70,000.00	-	74,999.99	5,955.67	30,541.00	19.47%	5,588.93	5,588.93	11.37%	10.33%	8.44%
75,000.00	-	79,999.99	6,174.35	30,541.00	20.22%	5,803.89	5,803.89	12.85%	11.68%	9.54%
80,000.00	-	84,999.99	6,403.03	30,541.00	20.97%	6,018.85	6,018.85	13.34%	12.13%	9.91%
85,000.00	-	99,999.99	6,860.39	30,541.00	22.46%	6,448.77	6,448.77	13.84%	12.58%	10.27%
100,000.00	+		8,003.79	30,541.00	26.21%	7,523.56	7,523.56	14.83%	13.48%	11.01%
								17.97%	15.72%	12.84%
								17.30%		
FAMILY										
35,000.00	-	39,999.99	1,822.23	30,541.00	5.97%	1,712.90	1,712.90	TBD	TBD	TBD
40,000.00	-	44,999.99	2,125.94	30,541.00	6.96%	1,998.38	1,998.38	3.94%	3.58%	2.92%
45,000.00	-	49,999.99	2,733.35	30,541.00	8.95%	2,569.35	2,569.35	4.59%	4.18%	3.41%
50,000.00	-	54,999.99	3,644.46	30,541.00	11.93%	3,425.79	3,425.79	5.91%	5.37%	4.39%
55,000.00	-	59,999.99	4,251.88	30,541.00	13.92%	3,996.77	3,996.77	7.88%	7.16%	5.85%
60,000.00	-	64,999.99	5,192.06	30,541.00	17.00%	4,880.54	4,880.54	9.19%	8.35%	6.82%
65,000.00	-	69,999.99	5,770.40	30,541.00	18.89%	5,424.18	5,424.18	11.22%	10.20%	8.33%
70,000.00	-	74,999.99	6,681.52	30,541.00	21.88%	6,280.63	6,280.63	12.47%	11.34%	9.26%
75,000.00	-	79,999.99	6,985.22	30,541.00	22.87%	6,566.11	6,566.11	14.44%	13.13%	10.72%
80,000.00	-	84,999.99	7,288.93	30,541.00	23.87%	6,851.59	6,851.59	15.10%	14.32%	11.69%
85,000.00	-	89,999.99	7,896.34	30,541.00	25.85%	7,422.56	7,422.56	17.06%	15.51%	12.67%
90,000.00	-	94,999.99	8,503.75	30,541.00	27.84%	7,993.53	7,993.53	18.38%	16.71%	13.64%
95,000.00	-	99,999.99	8,807.46	30,541.00	28.84%	8,279.01	8,279.01	19.03%	17.30%	14.13%
100,000.00	-	109,999.99	9,718.57	30,541.00	31.82%	9,135.46	9,135.46	21.00%	19.09%	15.59%
110,000.00	+		10,629.69	30,541.00	34.80%	9,991.91	9,991.91	22.97%	20.88%	17.05%

Note that 2019 shall be the same contribution dollar amount as 2018 minus 6%. 2020 to 2023 Percentage is then based on the current premium

JP
KS

Minimum Staffing

Appendix M

Supervisors		3
Heavy Equipment		2
Motor Broom		1
Mechanics		2
Truck Driver		4
Senior Building Maintenance		1

Maintenance Repairs

JP
KS

Appendix Ss V

VACATION AND SICK LEAVE

The first six months of employment there will be no paid sick or vacation days. Upon completion of the first six months of employment, an employee will have then accumulated six sick days and six vacation days for the six months previously worked. An employee upon completion of the first six months is then entitled to use the accumulated days. For each month worked thereafter, one sick day and one vacation day is due the employee per month. The total for the first year worked will then be 12 vacation days and 12 sick days.

The second year of employment will entitle an employee to 15 sick days and 12 vacation days immediately.

The following schedule shall apply to earned vacation time allowed for Municipal employees and Police Officers:

Years Employed	Municipal Employees	Police Officers
First Year	1 day for each month employed	
2 thru 4 years	12 vacation days	12 vacation days
5 thru 9 years	15 vacation days	17 vacation days
10 thru 14 years	18 vacation days	20 vacation days
15 thru 19 years	21 vacation days	23 vacation days
20 thru 24 years	24 vacation days	26 vacation days
25 years or more	27 vacation days	29 vacation days

No employee shall carry more than 10 vacation days from the previous calendar year. The maximum days of vacation for payment upon retirement shall be the yearly entitlement plus ten days from the previous year.

Requests for vacation leave shall be submitted for approval by the Department Head at least one month in advance. Vacations should be taken at such times and for such terms as the Administrator and Department Heads determine to be in the best interest of the Department and the Borough. In scheduling vacations, Department Heads shall give consideration to employee requests and determine schedules with preference given to those with seniority in the Department. Employees should try to avoid being on vacation during peak work times as this could cause a hardship on your co-workers.

Department Heads shall submit their vacation schedule to the Council Liason at least one month in advance.

The following schedule shall apply to earned sick leave allowed for Municipal employees and the rules governing accumulation:

Years Employed	
First Year	1 day for each month employed
2nd Year or Thereafter	15 days per year

JP KS

Sick leave is defined as absence from duty due to illness, accident or exposure to a contagious disease, attendance upon a member of the immediate family who requires care

If an employee should leave work after reporting in for the day, his/her record will indicate a half day sick leave or one-half day vacation, whichever the employee shall choose.

Accumulated sick leave is controlled by Ordinance #890 of the Borough of South Plainfield. An employee may accumulate up to 6 calendar months (180 days) of sick time which will be compensated for upon retirement. All employees who accumulated more than 6 months (180 days) of sick time prior to December 31, 1980 shall be credited for the full amount so accumulated up to December 31, 1980 and compensated therefor on retirement.

There shall be no compensation to any employee for accumulated sick time beyond 6 months (180 days) total upon retirement except as noted above. Accumulated sick time should be used prior to retirement but with some prudence as long term illness may sometimes occur and therefor be needed by the employee.

At the time of retirement, the employee shall be compensated for up to 6 calendar months (180 days) or any portion thereof which has been certified by the Payroll Clerk at the prevailing rate of pay.

When an employee has been absent from duty for a period of 5 consecutive working days, the Department Head may request the employee to furnish medical certification by a physician verifying the employee's condition. Failure of the employee to furnish a certificate may result in the absence being disapproved and said absence being charged as absence without leave. No pay will be received in this case and may be cause for other appropriate action.

In the event that an employee uses all available sick time and must be absent, the employee must contact the Department Head and Payroll clerk to determine the appropriate course of action. The employee may be granted a special leave of absence without pay. A request for leave without pay must be made in writing to the Department Head and such leave may be granted for a period not to exceed six months. The matter must be approved by the Mayor and Council.

Sick leave due to injury received on the job shall not be charged against the employee's sick time account. However, statutory limitation of one year will be strictly adhered to.

SP
KS

Appendix O

ORDINANCE 2136

ORDINANCE THAT PROVIDES FOR THE COMPENSATION OF EMPLOYEES OF THE BOROUGH
OF SOUTH PLAINFIELD AND THE METHOD OF PAYMENT OF SUCH COMPENSATION FOR THE
YEARS 2019 THROUGH 2023 FOR DPW, TEAMSTERS LOCAL UNION NO. 469

BE IT ORDAINED by the Mayor and Council of the Borough of South Plainfield, County of Middlesex,
State of New Jersey, as follows:

SECTION 1: The rates of compensation for each employee of the Borough of South Plainfield
shall be on an annual basis as follows except where indicated. Such rates of pay shall be effective on
January 1st of the years show, except if otherwise noted:

Borough of South Plainfield
Positions & Rates

Department of Public Works
2019-2023

Position	2.25%		2.25%		2.50%		2.50%		2.50%	
	2019		2020		2021		2022		2023	
	A	B	A		A		A		A	
General Supervisor CDL	43.15	55.05	44.12		45.22		46.35		47.51	
Supervisor Level 3 CDL	40.08		40.98		42.01		43.06		44.14	
Supervisor Level 2 CDL	38.55		39.42		40.40		41.41		42.45	
Supervisor Level 1 CDL	37.02	52.14	37.85		38.79		39.76		40.76	
Heavy Equipment Operator Level 3 CDL	35.65		36.45		37.36		38.29		39.25	
Heavy Equipment Operator Level 2/ Broom Operator Level 3 CDL	34.11		34.88		35.75		36.64		37.56	
Heavy Equipment Operator Level 1/Broom Operator Level 2 CDL	32.58		33.31		34.14		35.00		35.87	
Motor Broom Operator level 1 CDL	30.83		31.53		32.32		33.12		33.95	
Mechanic - Class A - Level 2 CDL Required	34.11		34.88		35.75		36.64		37.56	
Mechanic - Class A - Level 1 CDL Required	32.58		33.31		34.14		35.00		35.87	
Mechanic - Class B CDL Required	31.39		32.09		32.90		33.72		34.56	
Mechanic - Class C CDL Required	26.06		26.65		27.31		28.00		28.70	
Senior Building Maintenance Level 3 CDL Required	34.11		34.88		35.75		36.64		37.56	
Senior Building Maintenance Level 2 CDL Required	32.58		33.31		34.14		35.00		35.87	
Senior Building Maintenance Level 1 CDL Required	30.83		31.53		32.32		33.12		33.95	
Truck Driver - Level 3 CDL Required	29.13		29.78		30.53		31.29		32.07	
Truck Driver - Level 2 CDL Required	27.59		28.21		28.92		29.64		30.38	
Truck Driver - Level 1 CDL Required	26.06		26.65		27.31		28.00		28.70	
Sewer Repairman- CDL Required	26.06		26.65		27.31		28.00		28.70	
Laborer VI- Building Maintenance 2- CDL Required	24.78		25.34		25.97		26.62		27.29	
Laborer V- Building Maintenance 1	23.53		24.06		24.66		25.28		25.91	
Laborer IV	22.51		23.02		23.59		24.18		24.79	
Laborer III	20.14		20.59		21.11		21.64		22.18	
Laborer II	17.77		18.17		18.63		19.09		19.57	

C3 Sanitary Sewer Operator

20,965

20,965

* Column A applies to all employees hired after January 1, 2010

SECTION 2. INCONSISTENCY - All ordinance or parts inconsistent with this ordinance are hereby repealed
to the extent of such inconsistency.

SECTION 3. EFFECTIVE DATE - This ordinance shall become effective after publication in accordance
with the law.

Amy Antonides, RMC/CMC

Matthew P. Anesh, Mayor

Date Adopted: _____

JP
LS

Resolution #19:

Appendix H

ADOPT PROVISIONS OF CHAPTER 436, P.L. 1981-Health Benefits for Employees Retired Over 25 years of Service. (See Exhibit "D" (13937B) attached hereto and made a part hereof.)

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

A Resolution to adopt the provisions of Chapter 436, Public Laws of 1981 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirants and their spouses covered by the New Jersey State Health Benefits Program.

Be It Resolved:

1. The Borough of South Plainfield in the County of Middlesex hereby elects to adopt the provisions of Chapter 436, Public Laws of 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 436, Public Laws of 1981 does:
 - (a) Apply to all eligible present and future pensioners of the employer and their dependents and surviving spouses.
 - (b) Continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
 - (c) Provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
 - (d) Require the local employer to pay the full cost of such premiums and Medicare charges.
3. We hereby agree to pay the premium or periodic charges for the benefits provided to all eligible retired employees, their dependents and surviving spouses covered under the program, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

WHEREAS, the Mayor and Council of the Borough of South Plainfield has previously adopted a resolution on September 9, 1985, which resolution incorporated updated changes in the "State Health Benefits", as provided by Chapter 436, Public Laws of 1981; and

WHEREAS, those changes provided for the payment of premium or periodic charges for State Health Benefits to all eligible retired employees having 25 years or more of credited service in the retirement system and included the spouses and dependents of said employees; and

WHEREAS, in certain instances where employees with more than 25 years of credited service have died prior to their becoming eligible retired employees; and

WHEREAS, in those instances the dependents, including said employees' spouses, are hence denied the benefits of the previous resolutions' mandated changes; and

WHEREAS, the denial of Health Benefits to said employees' spouses and dependents have and will cause serious financial consequences owing to the high cost of replacement insurance coverage.

NOW, THEREFORE, BE IT RESOLVED, that the Borough of South Plainfield, as local employer, shall pay the cost of premium or periodic charges for health insurance coverage, including Federal Medicare premiums, for the spouses and dependents of any employee with 25 or more years of credited service in the retirement system in those instances where said employees have died prior to their effective retirement.

BE IT FURTHER RESOLVED, that this resolution shall be retroactive to the date of the prior resolution, September 9, 1985.

(SEAL)

Approved DEC 23 1985 19

.....
Clerk of the Borough of South Plainfield

s/ Michael English
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

DEC 23 1985

and in that respect a true and correct copy of its minutes.

.....
Clerk of the Borough of South Plainfield

COMMITTEE

Handwritten initials and signatures: JAG, CD, JP, KS, and others.

ORDINANCE 2136
ORDINANCE THAT PROVIDES FOR THE COMPENSATION OF EMPLOYEES OF THE BOROUGH
OF SOUTH PLAINFIELD AND THE METHOD OF PAYMENT OF SUCH COMPENSATION FOR THE
YEARS 2019 THROUGH 2023 FOR DPW, TEAMSTERS LOCAL UNION NO. 469

BE IT ORDAINED by the Mayor and Council of the Borough of South Plainfield, County of Middlesex, State of New Jersey, as follows:

SECTION 1: The rates of compensation for each employee of the Borough of South Plainfield shall be on an annual basis as follows except where indicated. Such rates of pay shall be effective on January 1st of the years show, except if otherwise noted:
 Borough of South Plainfield
 Positions & Rates

Department of Public Works
 2019-2023

Position	2.25%		2.25%	2.50%	2.50%	2.50%
	2019		2020	2021	2022	2023
	A	B	A	A	A	A
General Supervisor CDL	43.15	55.05	44.12	45.22	46.35	47.51
Supervisor Level 3 CDL	40.08		40.98	42.01	43.06	44.14
Supervisor Level 2 CDL	38.55		39.42	40.40	41.41	42.45
Supervisor Level 1 CDL	37.02	52.14	37.85	38.79	39.76	40.76
Heavy Equipment Operator Level 3 CDL	35.65		36.45	37.36	38.29	39.25
Heavy Equipment Operator Level 2/ Broom Operator Level 3 CDL	34.11		34.88	35.75	36.64	37.56
Heavy Equipment Operator Level 1/Broom Operator Level 2 CDL	32.58		33.31	34.14	35.00	35.87
Motor Broom Operator level 1 CDL	30.83		31.53	32.32	33.12	33.95
Mechanic - Class A - Level 2 CDL Required	34.11		34.88	35.75	36.64	37.56
Mechanic - Class A - Level 1 CDL Required	32.58		33.31	34.14	35.00	35.87
Mechanic - Class B CDL Required	31.39		32.09	32.90	33.72	34.56
Mechanic - Class C CDL Required	26.06		26.65	27.31	28.00	28.70
Senior Maintenance Repairer Level 3 CDL Required	34.11		34.88	35.75	36.64	37.56
Senior Maintenance Repairer Level 2 CDL Required	32.58		33.31	34.14	35.00	35.87
Senior Maintenance Repairer Level 1 CDL Required	30.83		31.53	32.32	33.12	33.95
Truck Driver - Level 3 CDL Required	29.13		29.78	30.53	31.29	32.07
Truck Driver - Level 2 CDL Required	27.59		28.21	28.92	29.64	30.38
Truck Driver - Level 1 CDL Required	26.06		26.65	27.31	28.00	28.70
Sewer Repairman- CDL Required	26.06		26.65	27.31	28.00	28.70
Laborer VI- Building Maintenance 2- CDL Required	24.78		25.34	25.97	26.62	27.29
Laborer V- Building Maintenance 1	23.53		24.06	24.66	25.28	25.91
Laborer IV	22.51		23.02	23.59	24.18	24.79
Laborer III	20.14		20.59	21.11	21.64	22.18
Laborer II	17.77		18.17	18.63	19.09	19.57

C3 Sanitary Sewer Operator

20,965

20,965

* Column A applies to all employees hired after January 1, 2010

SECTION 2. INCONSISTENCY - All ordinance or parts inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. EFFECTIVE DATE - This ordinance shall become effective after publication in accordance with the law.

Matthew P. Anesh, Mayor

Amy Antonides, RMC/CMC

Date Adopted: _____