

Agreement between the

Borough of Rumson

and

IFPTE Local 196

January 1, 2023 through December 31, 2026

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## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of November 2023 by and between the Borough of Rumson, in the County of Monmouth, New Jersey, hereinafter called the "Borough" or "Rumson" and the International Federation of Professional and Technical Engineers, Local 196, a representative of certain employees of the Borough, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Borough and the Union.

### ARTICLE I RECOGNITION AND CHECK OFF

#### Section A.

The Borough hereby recognizes the Union as the sole and exclusive collective negotiations agent for the purpose of collective negotiations for all regularly full time employed blue-collar employees employed by the Borough of Rumson. Excluded from representation by the Union and excluded from the bargaining unit are managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, causal employees; and police, including special police officers; white collar employees, subcode officials, deputy tax collectors, court administrators, crossing guards, dispatchers, seasonal summer camp employees, public works superintendents, foremen; and all other employees of the Borough of Rumson.

#### Section B.

Upon receiving the written voluntary authorization of an employee covered by this Agreement, the Borough agrees to deduct membership dues in such amounts as shall be fixed pursuant to the by-laws and Constitution of the union during the full term of this Agreement and any extension or renewal thereof. The Borough shall promptly remit monthly all amounts so deducted with a list of such deductions to the Secretary Treasurer of the Union.

#### Section C.

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective

date of such change.

Section D.

The Union will provide the necessary check off authorization form and deliver the signed forms to the Borough Administrator, or his designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

Section E.

The Borough will notify the Secretary-Treasurer of the Union within ten (10) calendar days of hire of all employees, their address, job title, worksite location, work telephone number, any home and personal cell phone number on file with Rumson, date of hire, and any personal email address on file with the Employer.

**ARTICLE II**

**TERM**

The term of this Agreement shall be for the period of January 1, 2023 to December 31, 2026.

**ARTICLE III**

**MANAGEMENT RIGHTS**

Section A.

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this 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:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
2. 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 any applicable provisions of this Agreement;
3. To suspend, demote, discharge or take other disciplinary action for just cause;
  4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to assign work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required;
  5. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.

#### Section B.

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

#### Section C.

Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, Title 40 and 40A or any other national, state, county or local laws or ordinances.

#### Section D.

The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

ARTICLE IV  
UNION RIGHTS

Section A.

Accredited representatives of the Union will be permitted to enter Borough facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjudication of grievances. When the Union decides to have its representative enter the Borough facilities or premises, visits will only be made provided there shall be no interference with normal operations of the Borough government or normal duties of employees. If a Union representative needs to visit Union members during working hours, the Union representative will provide the Borough with 24 hours notice.

Section B.

The Borough shall supply a bulletin board for the use of the Union, which will be placed in a conspicuous location in the Borough garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives.

Section C.

**Stewards:** The Borough recognizes the sole right of the Union to designate two (2) Stewards and one (1) Alternate for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of Stewards and the Alternate and notify the Borough of any changes.

**Executive Committee:** The Borough recognizes that the Union has the sole right to designate employees who shall serve on the Union's executive committee.

Section D.

Union stewards shall be permitted time, upon notification to their Department Head, during regular working hours and without loss of pay, for the purpose of investigating or processing grievances.

Section E.

A member of the Executive Committee shall be granted release time, from employment without loss of pay when joint meetings of representatives of the Borough and the Union are scheduled during working hours for the processing of grievances or collective negotiations.

Section F.

The Employer shall abide by the provisions of the Workplace Democracy Enhancement Act.

ARTICLE V  
SALARY

Section A.

1. Effective January 1, 2023, employees shall be compensated at the following rates of pay:

|                     |             |
|---------------------|-------------|
| Year 1 (upon hire): | \$41,000.00 |
| Year 2:             | \$45,000.00 |
| Year 3:             | \$49,000.00 |
| Year 4:             | \$53,000.00 |
| Year 5:             | \$57,000.00 |

- a. The following employees shall be placed on the salary scale effective January 1, 2023:

|                 |                   |
|-----------------|-------------------|
| Michael Golden  | Year 2 - \$45,000 |
| Timothy Mulhern | Year 4 - \$53,000 |
| Jeremy McBaine  | Year 4 - \$53,000 |
| Evan Schwab     | Year 5 - \$57,000 |
| Nick Lenczyk    | Year 5 - \$57,000 |

- b. The following employees shall be placed on the salary scale effective March 16, 2023:

|                     |                   |
|---------------------|-------------------|
| Harlan Bernardo     | Year 1 - \$41,000 |
| Christopher Andrews | Year 1 - \$41,000 |

Yearly increases for the above listed employees in subsections a and b shall be paid on January 1<sup>st</sup> of each year.

2. For new employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of any particular year, their Year 2 increase shall be paid on the first January 1<sup>st</sup> after hire. For new employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of any particular year, their Year 2 increase shall be paid on the second January 1<sup>st</sup> after hire. Thereafter all employees shall be paid the yearly increase on January 1<sup>st</sup>.

a. The following employee shall be placed on the salary scale effective September 16, 2023:

Jonathan Scriffignano Year 1 - \$41,000

Yearly increases for the above-listed employee shall be paid in accordance with Section A, 2.

3. Employees who receive yearly increases pursuant to the above scale shall not receive the yearly salary percentage increases set forth in Section B below. Once the employee completes all steps of the salary scale set forth above in Section A, 1, they will then be eligible for the salary percentage increases set forth in Section B below.

#### Section B.

1. Effective and retroactive to January 1, 2023, employees who are not on the yearly scale set forth in Section A above shall receive a 2% wage increase.

\*Kyle Buckland and Cody Burbank shall not be afforded the January 1, 2023 2% increase set forth in this subsection.

2. Effective January 1, 2024, employees who are not on the yearly scale set forth in Section A above shall receive a 3% wage increase.

3. Effective January 1, 2025, employees who are not on the yearly scale set forth in Section A above shall receive a 2.5% wage increase.

4. Effective January 1, 2026, employees who are not on the yearly scale set forth in Section A above shall receive a 2.25% wage increase.

### Section C.

The minimum salary for an Ass't Foreman shall be \$10,000.00 over the employee's current rate of pay when promoted.

\*Kyle Buckland shall receive retroactive pay from January 1, 2023 through April 30, 2023 at the salary of \$57,000. Effective May 1, 2023, Kyle Buckland's salary shall increase to \$67,000.

### Section D.

The starting salary for an Assistant to the Sewer Dep't Foreman shall be \$41,000, if the employee does not have a C-1 license. Once the employee receives a C-1 license they shall receive a \$2500.00 increase to their salary (The \$2,500 increase for the receipt of a C-1 license is separate from the continued progression on the salary scale set forth in Section A,1.). If the employee does not obtain a C-1 license within two (2) years from date of hire, they shall be terminated from employment.

\*Cody Burbank's current salary of \$58,500 shall increase to \$60,000 effective June 9, 2023 in response to his receipt of a C-1 license.

The starting salary for an Assistant to the Sewer Dep't Foreman shall be \$45,000 (Year 2), if the employee has a C-1 license when hired.

An Assistant to the Sewer Dep't Foreman shall receive a \$5,000 increase to their salary once they obtain a C-2 license.

### Section E.

In January of each year, all employees shall receive a \$599.00 boot/clothing/phone allowance. This provision shall be retroactive to January 1, 2023. For calendar year 2023, employees already received a \$250.00 allowance on January 1, 2023, and shall only receive an additional \$349.00. The clothing allowance is prorated for all new hires. In addition, all employees are expected to answer their phone at any time.

Employees are afforded uniforms by the Borough uniform supplier

and maintenance of same by the maintenance provider.

**ARTICLE VI**  
**WORK PERIOD AND SCHEDULE**

Section A.

The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week excluding a forty-five (45) minute lunch period (Thirty (30) minutes which is unpaid.). Lunch period shall be determined by the Department Head. The work day shall be 7 a.m. to 3:30 p.m. One (1) fifteen (15) minute morning break may be allowed only when the employee has completed their job and they are not engaged in a project or assignment.

Section B.

If an employee is required to work through their lunch break, with the approval of the Department Head, they shall be paid overtime for the time worked, if they work more than 40 hours in the workweek. If an employee works through the lunch break, they shall not be sent home early on that day.

**ARTICLE VII**  
**HOLIDAYS**

Section A.

Each employee shall be entitled to the following twelve (12) holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Weekend Holidays. If New Year's Day falls on a Saturday or Sunday, it will be observed on the following Monday. Any other paid holidays falling on a Sunday, will be observed on the following Monday. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday.

Eligibility for Holiday Pay. To qualify for holiday pay, employees must be in pay status the scheduled workday immediately preceding and immediately following the holiday. Any employee who is absent without Borough approval on the day before or the day after a holiday shall not receive holiday pay unless the absence was approved in advance. If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

Employees who are required to work on the actual holiday shall receive holiday pay plus the overtime rate of one and one-half the employee's regular rate of pay for all hours worked.

Religious Holidays. Employees who wish to observe religious holidays not designated as a holiday by the Borough may do so without loss of pay by using available personal or vacation days, but only to the extent that the employee has not already used up his or her available personal or vacation days.

## ARTICLE VIII SICK LEAVE

### Section A.

Sick leave is accumulated for all permanent employees on the following schedule:

- First ninety (90) calendar days of employment - No leave.
- Ninety (90) calendar days to one (1) year of service retroactive to date of employment - One (1) day per month, max of twelve (12) days.
- After one (1) year of service - fourteen (14) days per year, prorated to the next January 1.

All employees may accrue unused sick days at the end of each year.

Sick days shall be credited at the start of the calendar year.

An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

#### Section B. Use of Sick Time.

Sick leave may be utilized by employees for the following reasons:

- Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
- Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
- If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

Employees shall provide three (3) days' notice for any foreseeable use of leave.

If the use of leave is unforeseeable, the employee should notify the Borough as soon as practicable of their need to use same. Should an employee need to use three (3) or more consecutive days of leave, said employee must provide the Borough with reasonable documentation that the leave is being taken for one of the purposes enumerated above.

If an employee is attending to an immediate family member, a doctor's verification of illness of that individual may be required.

Prior to the return to work, the Borough may require an employee who has been out of work more than five (5) consecutive working days to be examined during paid working hours by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

#### Section C. Payment Upon Retirement.

Upon retirement, an employee in good standing with fifteen (15) years of service shall be compensated for up to one hundred forty (140) days of accrued sick leave (net days used) at a rate of \$40.00 per day or a maximum of \$5,600.00.

### ARTICLE IX VACATION AND ELIGIBILITY SCHEDULE

#### Section A. Vacation Schedule

All employees shall be granted vacation days according to the following schedule:

- One (1) day for each full month of continuous service during the first calendar year of employment ("Year 1") after completing a ninety (90) day probationary period, not to exceed ten(10) days that year.
- Twelve (12) days for Years Two (2) through Ten (10), inclusive.
- Fifteen (15) days for Years Eleven (11) through Fifteen (15), inclusive.

- Seventeen (17) days for Years Sixteen (16) through Twenty (20), inclusive.
- Twenty (20) days for Years Twenty-One (21) through Twenty-Five (25), inclusive.
- Twenty-Two (22) days for Years Twenty-Six (26) through Thirty (30), inclusive.
- Twenty-Five (25) days for Thirty Years and beyond.

During an employee's ninety (90) day probationary period, no vacation time is earned or available. Upon completion of the probationary period, one day will be credited for each month worked (calculated back to date of hire).

Approval of Vacation Leave. An employee's Department Head must approve the use of vacation time, in advance. While approval of vacation leave shall not be unreasonably withheld, the use of vacation leave shall be subject to staffing levels as solely determined by the Department Head. Employees should submit vacation requests as early as possible to ensure adequate staffing. Absent emergent circumstances, a request to use vacation leave submitted less than three (3) days prior to the day(s) off requested shall be granted only at the discretion of the Department Head.

The Borough Administrator and/or Department Head may limit consecutive vacation days allowed or may block out certain dates in order to facilitate the operation of the Borough in an efficient manner.

Employees who have an approved vacation/benefit time scheduled who call in sick the day before or day following a vacation, holiday and/or leave, and/or any other authorized day of absence may be required to submit a physician's statement.

Vacation must be taken in the year it is accrued. If the requirements of the Borough preclude accrued vacation leave from being taken in the year earned, an employee may request to carry over the unused portion to the following year, at a maximum of five (5) days provided that this carried over leave must be approved by the Department Head and Borough Administrator and must be used within the first six (6) months of the following year. All requests must be made by December 31<sup>st</sup> of the year that the time was earned. Vacation not used in accordance with these requirements shall be forfeited.

**ARTICLE X**  
**BEREAVEMENT LEAVE**

Full-time employees shall be granted up to three (3) working days of bereavement leave with pay for a death in their immediate family. "Immediate family" means spouse, significant other, child, stepchild, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law, daughter-in-law, or any relative residing in the employee's household. Three (3) working days of bereavement leave with pay for the death in their spouse's grandchild, foster child, father, mother, child, legal ward, legal guardian, brother, sister.

Employees shall be granted one (1) working day of bereavement leave with pay upon the death of an employee's spouse's aunt, uncle or grandparent.

In no event shall any part of bereavement leave occur more than fifteen (15) calendar days from the date of death. The Borough may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave and such leave is not cumulative.

Bereavement leave shall be in addition to vacation leave and sick leave.

If an employee has to travel over 500 miles, leave for bereavement is increased to up to five (5) calendar days, with administration approval.

In the event of a death in the family (other than "immediate relative") of the employee, the Municipal Clerk/Administrator may grant one (1) day leave, chargeable to vacation or sick leave. Family, other than "immediate relative," shall be defined herein as aunt, uncle, cousin, niece and nephew.

Procedure. To use bereavement leave:

1. Employees who request bereavement leave must notify their Department Head of their intent to take such leave as soon as possible. Unless impracticable, employees should request bereavement leave in writing.

2. The Department Head or his or her designee shall notify the designated Human Resources Official that an employee is using bereavement leave.
3. Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated unused vacation or sick leave. If an employee has used all of his or her accrued leave time, extended bereavement leave will be considered as a request for a leave of absence without pay.

#### ARTICLE XI OVERTIME

Employees working overtime without prior approval will be subject to disciplinary action.

Employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek (Monday through Sunday). For purposes of overtime compensation, hours worked are computed to the nearest one-quarter ( $\frac{1}{4}$ ) hour per day.

Vacation time, personal time, and sick time are considered time worked for purposes of determining overtime compensation.

In addition, an employee who is called into work from home outside of the regular work hours (7:00 a.m. to 3:30 p.m.) shall be guaranteed a minimum of two (2) hours of pay at the overtime rate.

#### ARTICLE XII GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible level an equitable solution to any grievance as defined herein. The parties agree that this procedure shall be kept as informal as may be appropriate.

Section A. The term "grievance" as used herein means a complaint filed by an individual employee, or by the Union on behalf of an individual employee or group of employees, which constitutes a violation in the application or interpretation of policies or the terms of this Agreement.

Section B. An employee should discuss their grievance informally first with their Department Head, using the chain of command, and may have the grievance adjusted at this level. The Union shall be notified of any grievance submitted by an employee, and shall have the right to be represented at any and every step of the grievance procedure, including the informal step incorporated into this procedure. If the grievance is withdrawn at any point in the grievance process, the matter will be considered resolved.

Section C. The following constitutes the sole and exclusive method for resolving formal grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

1. STEP ONE:

Grievances shall be presented in writing by the Union to the Department Head within ten (10) working days after the occurrence of the event or from the time they became aware of the event which gave rise to the grievance. The grievance shall set forth all facts known by the Union or the employee at the time the grievance is submitted. The Department Head shall respond to the grievance, in writing, within ten (10) working days of its presentation. Failure to file a grievance is deemed a waiver of the grievance.

2. STEP TWO:

If the parties fail to resolve the grievance at Step One, or if the Employer fails to respond within the ten (10) working days allowed for in the Step One response, the grievant and/or the Union shall have the right to file an appeal to the Business Administrator or his/her designee. The Business Administrator shall meet with the grievant and the Union Representative within ten (10) working days from the receipt of the grievance and shall render a written decision within five (5) working days after such meeting. Copies of the written disposition shall be forwarded to the grievant and the Union Representative.

3. STEP THREE:

(a) If the parties fail to resolve the grievance at Step Two, or if the Employer fails to respond within the time limit outlined in Step Two, the Union shall have the right to refer the grievance to arbitration. The referral to arbitration shall be made within fifteen (15) working days of the Union's receipt of the Step 2 grievance decision.

(b) An arbitrator shall be selected from a panel of arbitrators provided by the New Jersey Public Employer Relations Commission in accordance with the procedures of the NJPERC in the selection of arbitrators.

(c) The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant or grievant to the extent permitted by and in accordance with applicable law and the Agreement.

(d) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

#### Section D. General Provisions:

1. All time limits contained in this procedure may be extended by mutual agreement.

### ARTICLE XIII SEPARABILITY AND SAVINGS

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

Nothing contained in this Agreement shall preclude either of the parties from pursuing any legal remedies which they may have not otherwise provided for herein.

### ARTICLE XIV HEALTH BENEFITS

Medical/Hospitalization Coverage. The Borough shall provide major medical and hospitalization insurance for the employee and the employee's eligible dependents.

Full-time employees working on average thirty (30) hours per week or more and, if applicable, their eligible dependents become eligible to participate in the Borough's major medical and hospitalization insurance plans in accordance with current health plan documents.

All employees shall contribute to their health benefits the

greater of ten (10%) percent of the Borough's cost of the health coverage or at the Chapter 78, Tier IV rates. All contributions of healthcare costs shall be pre-tax payroll deductions. Payments of such premiums by the Borough will terminate upon the employee's separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Health insurance coverage becomes effective exactly sixty (60) days after the hire date for a new employee.

**Prescription Drug Coverage.** The Borough provides prescription drug insurance for the employee and for the employee's eligible dependents.

Employees will be responsible to pay a co-pay on prescriptions. Full-time employees and their eligible dependents become eligible to participate in the Borough's health and prescription insurance plan in accordance with current plan documents.

Payments of such premiums by the Borough will terminate upon the employee's separation from service. Upon separation, the employee may, if eligible, purchase continuation health and prescription benefit coverage to the extent, and for the period, provided by federal law.

**Dental Coverage.** Full-time employees and, if applicable, their eligible dependents become eligible to participate in the Borough's dental plan in accordance with current plan documents. All full-time employees, and, if applicable, their eligible dependents, shall be eligible for enrollment in the Borough's dental plan in accordance with the specific requirements of the insurance plan carried by the Borough.

Dental insurance coverage becomes effective after the first full calendar month of employment. Employees shall pay ten percent (10%) of the cost of their dental coverage as a pre-tax payroll deduction.

Payments of such premiums by the Borough will terminate upon the employee's separation from service. Dental insurance will terminate at the end of the month in which termination of employment occurs. Upon separation, the employee may, if eligible, purchase continuation dental benefit coverage to the extent, and for the period, provided by federal law.

Retiree Health Insurance. The Borough provides post-retirement medical health insurance benefits and prescription benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Public Employees Retirement System ("PERS") and meets at least one of the following requirements:

- (a) Retirement on a disability pension; or
- (b) Retirement with twenty-five (25) years or more of service credit in a state or locally-administered retirement system and hired before January 1st, 2009.

Employees receiving retiree health benefits and hired before January 1st, 2009, must notify Human Resources in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. All retirees are required to contribute towards their retiree health benefits in accordance with the Chapter 78, Tier IV rates.

The Borough reserves its right to change eligibility requirements for retiree health benefits at any time in accordance with legal requirements.

Continuation Coverage. An employee and his/her family, if covered by the Borough's group health care package, shall have the right to temporarily continue their coverage due under the plan, paying the group rate themselves, should they lose coverage due to the death of the enrolled employee or termination for reasons other than gross misconduct on the employee's part, pursuant to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). For additional information, contact the designated Human Resources Official.

Change in Benefits: If the Borough decides to change medical, prescription or dental plans, the new plans must provide benefits that are equal to or better than the existing plan.

## ARTICLE XV PROBATIONARY PERIOD

All employees hired shall serve a probationary period of ninety (90) days from the time that such employment commences. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. The Borough agrees to provide the employee and the Union with the reasons for termination. Any employee so terminated shall not have

recourse through the grievance procedure set forth in this Agreement. Under appropriate circumstances, the probationary period may be extended. Upon completion of the probationary period, the employee's original date of hire shall be used for determining their length of service with the Borough.

#### ARTICLE XVI MISCELLANEOUS

Sick, personal and vacation leave shall be required to be used concurrently with FMLA.

In the event there is any matter or subject which is not specifically covered in this Agreement, then the Borough's Employee Handbook shall govern these issues.

#### ARTICLE XVII SENIORITY/LAYOFFS

Section A. Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

Section B. A seniority list shall be made available to the Union once a year, on or before February 1<sup>st</sup>, showing the date of hire or last date of rehire of all employees in the bargaining unit.

Section C. Seniority shall prevail in all instances.

Section D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

Section E. Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employee's latest address in the Borough's files, a copy of which shall be mailed to the Union. The employee must be qualified for the position in order to be subject to a recall from layoff.

Section F. Call in shall continue as current practice based on position, required skill and availability.

Section G. The Union and affected employees shall be provided thirty (30) calendar days' notice of any impending layoff.

**ARTICLE XVIII**  
**MAINTENANCE OF WORK OPERATIONS**

Section A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, sit-down, stay-in, boycott, picketing, or any other type of organized interference, coercive or otherwise with the Borough's business. Further the Union will take every reasonable step to prevent its members from participating in any such activity and to cease and desist from same immediately and return to work. If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

Section B. No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

**ARTICLE XIX**  
**NON-DISCRIMINATION**

Section A. Under no circumstances will the Borough of Rumson discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law.

Section B. There shall not be discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

**ARTICLE XX**  
**DISABILITY**

Union members are eligible to enroll in an optional

disability insurance program, which may be eligible as pre-tax deductions.

**ARTICLE XXI**  
**ON THE JOB INJURY/WORKERS COMPENSATION**

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers' Compensation Act. Any occupational injury or illness must be immediately reported to the Department Head. All required medical treatment must be performed by a Workers' Compensation physician appointed by the Borough or Workers' Compensation carrier. Workers' Compensation is not a leave entitlement but only a wage replacement arrangement.

Payment for unauthorized medical treatment may not be covered. No temporary Workers' Compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury, unless otherwise required by law.

While receiving Workers' Compensation benefits, the pension portion of an employee's benefits will still be paid by the Borough. If, however, an employee is receiving full pay, (which is defined as one hundred (100%) percent compensation of salary) the employee is responsible for all deductions, including pension. Full pay (100% percent compensation of salary) shall not exceed one year for each such injury.

Unless explicitly provided for in a bargaining agreement, the Borough will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits.

The Borough will not tolerate retaliation or discrimination against an individual because the individual has filed a claim for Workers' Compensation benefits. This prohibition includes denying or limiting any request for leave because an individual asserted a claim for Workers' Compensation benefits.

**ARTICLE XXII**  
**PENSION**

Pension provisions shall be in accordance with the provisions of State law applicable to the Public Employees Retirement System.

ARTICLE XXIII  
PERSONAL LEAVE

Upon completing a ninety (90) day probationary period, employees are entitled to two (2) personal days per year. One (1) personal day shall accrue after six (6) months of service during the first calendar year and two (2) on the first day of January for each year forward.

Any unused personal days are forfeited at the end of each calendar year.

ARTICLE XXIV  
FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable 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 or in the contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXV  
DISCIPLINE

Section A.

The Employer shall issue discipline only for just cause.

Section B.

In the event the Employer issues discipline to any employee, the Employer shall provide the Union with notice within five (5) working days of the issuance of the discipline. Any discipline shall be issued within ten (10) working days after the occurrence of the infraction or within (10) working days of the Business Administrator's knowledge of the infraction.

Section C.

The discharge or discipline of any employee covered by this Agreement will be resolved in accordance with the grievance procedure.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

Borough of Rumson

Name:

Title:

Date:

Name:

Title:

Date:

IFPTE Local 196

Name:

Title:

Date:

Name:

Title:

Date:

Ann Pinner  
Council for Local 196

12-1-2023

The discharge or discipline of any employee covered by this Agreement will be resolved in accordance with the grievance procedure.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

Borough of Rumson

IEPTE Local 196



Name: JOSEPH W. HUMPHILL

Title: Mayor

Date: 12/12/23

Name:

Title:

Date:



Name: THOMAS S. ROGERS, RMC

Title: Administrator / Municipal Clerk

Date: 12/12/23

Name:

Title:

Date:



December 12, 2023

Councilmember Kingsbery offered the following resolution and moved its adoption:

**RESOLUTION**

WHEREAS, the Borough of Rumson Borough Administrator and the Rumson Public Works Laborers IFPTE Local 196 have reached an agreement for a new contract for the years 2023 through 2026; and

WHEREAS, the Administrator has recommended the ratification of the same contract;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Rumson that the Mayor and Municipal Clerk/Administrator be authorized to execute the contract documents between the Borough of Rumson and Public Works Laborers IFPTE Local 196.

Resolution seconded by Councilmember Casazza and carried on the following roll call vote:

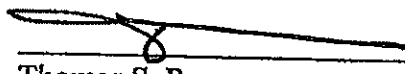
In the affirmative: Conklin, Casazza, Swikart, Kingsbery, Pomphrey, Lospinuso.

In the negative: None.

Absent: None.

**CERTIFICATION**

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 12, 2023.

  
Thomas S. Rogers  
Municipal Clerk/Administrator

