

**AGREEMENT**  
**between**  
**BOROUGH OF FAIR HAVEN**  
**MONMOUTH COUNTY NEW JERSEY**  
**and**  
**TEAMSTERS LOCAL 177**  
**INTERNATIONAL BROTHERHOOD OF**  
**TEAMSTERS, CHAUFFEURS**  
**WAREHOUSEMEN AND HELPERS OF**  
**AMERICA**

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**January 1, 2022 through December 31, 2025**

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**PREAMBLE**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the **BOROUGH OF FAIR HAVEN**, New Jersey, hereinafter referred to as the “Employer” and **TEAMSTERS LOCAL 177**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “Union”.

**WITNESSETH**

**WHEREAS**, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above named Employer and the Union and the employees of the Department of Public Works and herein referred to as DPW; and

**WHEREAS**, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees of the DPW work for the Employer; and

**WHEREAS**, the parties desire to reduce said agreement to writing;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE 1.            RECOGNITION**

- A.     The Employer herewith recognizes the Union as the sole and exclusive bargaining agent in regard to wages, hours and other terms and conditions of employment for all its full-time DPW employees, but excluding the Director of Engineering and Public Works and Assistant Director of Engineering and Public Works, and excluding all other Borough employees.

**ARTICLE 2.            UNION SECURITY**

- A.     All present employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter shall remain members of the Local Union in good standing.
- B.     Union membership shall be available to new employees on the same terms and conditions generally available to other members.
- C.     The Union shall be notified in the event the Employer hires new or additional employees in the DPW.

**ARTICLE 3. EQUAL EMPLOYMENT**

- A. The Employer and the Union agree that they will not discriminate in hiring of employees or in their training upgrading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, religion, color, national origin, political affiliation, sex, marital status, age, sexual orientation, disability, or status as a veteran or non-veteran.

**ARTICLE 4. MANAGEMENT RIGHTS**

- A. The Employer has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited to this Agreement, to direct the employees, to hire, promote, transfer, assign, schedule, layoff and recall; to suspend, demote, discharge or take other disciplinary action for good and just cause; to control all of Employer's property.
- B. The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Employer and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; to direct, designate, schedule and assign duties to the workforce; to plan, direct and control the entire operation of the DPW; to discontinue, consolidate or reorganize any department or branch; to transfer any or all operations to any location or discontinue the same in whole or in part; to make technological improvements; to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different duties to the employees in the workforce, or causes the eliminations or addition of titles or jobs; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution if this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

**ARTICLE 5. PROBATIONARY PERIOD, DISCIPLINE & DISCHARGE**

- A. The first six (6) months of employment of any newly hired employees shall be deemed to be a probationary period during which time the terms of this Agreement shall not apply.
- B. During the probationary period, the Employer can reprimand, discipline or discharge without being challenged by the Union and there shall be no duty or responsibility on the Employer for re-employment of probationary employees if they are discharged during the probationary period.
- C. After the probationary period, the parties to this Agreement agree that nothing herein shall prevent or prohibit the Employer from discharging or otherwise disciplining an employee covered by this Agreement, regardless of seniority, for good and just cause. Notice of discharge or discipline shall be served upon the Union by mail at or about the time notice is served upon the employee involved.
- D. In the event that a discharged or disciplined employee feels that he/she has been discharged or disciplined unjustly, said employee or the Union shall have the right, under the procedure hereinafter described, to file a grievance which must be in writing and served upon the Employer within ten (10) working days from the time of discharge or discipline. If no grievance is filed within the time period specified, then said discharge shall be deemed absolute and final unless such time period is extended by mutual agreement of the parties.
- E. In the event that the grounds for discharge or discipline are proved to be inadequate, the employee shall be reinstated immediately, made whole with full back pay from the date of discipline or discharge,

**ARTICLE 6. SENIORITY**

- A. Seniority shall be defined as the total length of service that the employee has been employed by the Borough of Fair Haven in the DPW.
- B. In the event of a layoff, seniority shall prevail. The employee with least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired. The laid off employee shall be given notice of recall by email, registered letter, or certified mail, sent to the address last given the Employer by the employee. Within ten (10) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by email, or certified mail of his/her intent to return to work and must actually report to work within ten (10) calendar day period. In the event the employee fails to

comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

- C. Seniority shall prevail for all promotions within the bargaining unit for all individuals qualified for the position as determined by the employer.
- D. The Union will be advised of the names of all new hires in the DPW within seven (7) days of completing the probationary period via fax, email, or certified letter to Local 177.

## **ARTICLE 7. HOURS OF WORK AND OVERTIME**

- A. The normal work day shall consist of (8) hours. The normal work week shall consist of Monday through Friday, forty (40) hours per week for current employees. New hires shall be required to work any five (5) consecutive days, Monday through Saturday, forty (40) hours per week. Current employees shall be granted the option of working any five (5) days Monday through Saturday at the normal rate of compensation based on the needs of the Borough.
- B. Pay at the rate of time and one-half of the regular rates shall be paid to any employee who performs work under any of the following circumstances:
  - 1. In excess of forty (40) hours in any one week and excluding any paid sick time.
- C. Pay at the rate of time and one-half of the regular rates shall be paid to any employee who performs duties on his/her day off when the duties have been authorized by the Director of Public Works and Asst. Director of Public Works and/or Borough Administrator if requested by the employee in writing. Holiday work shall be at double time plus the holiday pay if requested by the employee in writing. Sunday work shall be paid at double time.

All regular members of the DPW shall have the option to accumulate and retain authorized overtime which may be then used as needed to obtain time off. This time shall be on a time and one-half off for time worked basis for regular overtime and double time off for time worked basis for Sunday and holiday overtime. This time can be used as discretionary time in ½ day increments, individual days or blocks of days up to and including ten days off. Request for time shall be made to the Director of Public Works and Asst. Director of Public Works; requests shall be made at least 24 hours in advance; requests for time off in excess of two (2) days must be made a minimum of one week in advance; and requests are not to be

unreasonably denied.

Any accrued authorized overtime not used during that calendar year shall be paid out within the first payroll period of December. Time accrued in the month of December not used within the first quarter of the following year shall be paid out in the first pay period of the second quarter. This time shall be paid on a time and one-half worked basis for regular overtime and double time for holiday overtime.

- D. The Union recognized the Employer's need and right to require reasonable amounts of overtime. The Employer agrees that other Employees of the Employer who are not members of the Bargaining Unit, with the exception of Director of Public Works and Asst. Director of Public Works and part-time and temporary employees to the same extent as previously performed, shall not perform any Bargaining Unit work except for training, demonstrating or in the case of an emergency.
- E. The Department maintains an annual DPW Crew Call Out Schedule, based on a two (2) week rotation. The schedule allows for the Director of Public Works and Engineering to call in the two (2) employees listed for that designated date, to be called in first for overtime during a snow event, windstorm, hurricane, or other emergency deemed necessary. The employees shall be called in seniority order, provided in the opinion of the Director of Public Works, or the Assistant Director of Public Works, the employee called in has the required skill set.
- F. If any employee has been requested to work overtime and is unavailable for any reason to perform the overtime work, it shall be considered as if he had worked the overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.
- G. Employees called in or called back outside of their regular scheduled shift, shall be guaranteed a minimum of two (2) hours at the rate of time and one half their regular hourly rate. In addition, employees shall be entitled to payment at the rate of time and one half for hours actually worked in excess of two hours.
- H. If request for overtime work is made by the Director of Public Works or the Asst. Director of Public Works and/or Borough Administrator and if, in the opinion of the Director of Public Works or Asst. Director of Public Works, an insufficient number of employees needed to perform the work accede to the request, then the Director Public Works may utilize employees to perform the overtime work using the seniority list in reverse order. Failure of an employee to report for overtime work under these circumstances, unless excused by the Director of Public Works or Asst. Director of Public

Works, for legitimate urgent reasons, shall subject the employee who refuses or rejects the order to discipline.

- I. Employees shall be allowed fifteen (15) minutes for clean-up before lunch and ten (10) minutes for clean-up at the end of their regular shift. Clean-up includes travel time for the sole purpose of going to lunch or to the garage at the end of employees' regular shift, and wash-up and any change of clothes.
- J. Employees shall be allowed two (2) different fifteen (15) minute paid breaks to be taken at the job site, when practical.
- K. Employees working overtime will be entitled to a thirty (30) minute break for each three continuous hours of overtime work, subject to the right of the Director of Public Works, or his designee, to stagger breaks in the event overtime work is commenced by various employees or crews at or about the same time.
- L. The Employer shall provide a meal allowance up to \$15.00 per employee working three continuous hours of overtime work during emergency snow conditions providing that a majority of the roads are open. Signed vouchers for the meals shall be submitted to the Department of Public Works and Engineering and Asst. Director of Public Works and Engineering who shall in turn submit the receipts on an approved voucher for reimbursement by the Finance Office on a monthly basis. Employees working overtime during emergency conditions shall not travel beyond three (3) miles from the Borough to obtain a meal.
- M. Lunch Break shall be 30 minutes unpaid time.
- N. The weekly hours of work for the DPW shall be 7 a.m.-3:30 p.m. (Monday through Saturday) except for the summer period (Memorial Day to Labor Day) when the starting time shall be 6 a.m.-2:30 p.m. (Monday through Saturday).
- O. The Borough reserves the right, after prior notice to the Union and after a majority vote of the Borough Council, to modify work hours based on a change of conditions, however in no event the standard work week shall exceed 40 paid hours, 8 paid hours per day. The Borough will provide a minimum of two (2) week notice to employees of a change in work hours.
- P. The Employer shall furnish and maintain for the use and benefit of all employees a time recording system and/or clock. Accurate time and attendance records will be maintained by the Director of Public Works and the Borough Administrator's office.
- Q. Overtime checks shall be provided to employees in a separate check from



the employees' base salary.

## **ARTICLE 8. SAFETY PROVISIONS AND LOST TIME PAY**

- A. The Employer will make reasonable provisions to promote and enforce the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Equipment will be maintained in such a manner as to ensure safe operation. All existing equipment shall be maintained according to the manufacturing specifications. The Employer will promote and enforce a safety program to safeguard the health, life and limb of its employees and maintain its equipment in such a manner as to insure safe operation.

Should an employee be injured on the job and is unable to continue working as a result of the injury, the employee shall be paid for the entire day, provided the injury occurred in the course of employment.

- B. No employee shall lose his/her job as a result of any on-the-job injury sustained in the course of employment; provided, however, that the Employer may replace such injured employee if the Employer determines that the position should be filled prior to the injured employee returning to the job. In the event that an injured employee wishes to resume his/her job having been filled by the Employer, then the person with the least seniority filling the job shall be laid off or bumped to provide a job position for the returning employee. All employees shall be afforded with all rights provided under workers compensation laws.
- C. Required safety equipment and such other equipment that the Employer must provide by statute or regulations, including articles of clothing, shall be at no cost to the employees. These shall be used and/or worn by the employee while on the job. Failure to do so is good and just cause for disciplinary action and/or discharge.
- D. All educational and safety programs shall be made available to all members of the Bargaining Unit specific to their job assignment. Seniority shall determine the order of training.
- E. The Borough agrees to maintain a Safety Committee. It is the responsibility of this Committee to provide guidance and recommendations on all factual issues involving safety and health and equipment affecting DPW employees as well as other safety matters of the Borough and the Joint Insurance Fund.
1. The Borough agrees that at least one (1) DPW bargaining unit employee shall be afforded the opportunity to attend all

Borough safety meetings.

2. The Safety Committee shall meet at least once each quarter at the designated time and place.
3. If the Safety Committee is unable to resolve a safety and health concern the issue will be subject to the grievance procedure.

## **ARTICLE 9. LEAVE OF ABSENCE**

### **A. ABSENCES:**

Absences from duty are classified as illness, excused absences, unexcused absences or vacation and will be noted on Time Reports by the Director of Public Works. All absences on account of illness or disability shall be reported immediately to the Director of Public Works. In the event the Director of Public Works cannot be reached, the absence can be reported to the Asst. Director of Public Works. If neither can be reached, then a message shall be left on the Director of DPW's voice mail. In all cases of illness or disability, the employer reserves the right to have the employee examined by a physician designated by the employer at the employer's expense. Any absence due to illness or disability of four (4) days or more must be certified by a written statement from an attending physician and must be presented to the Director of Public Works. Failure to do so will result in disciplinary/ action and/or discharge.

### **B. LEAVES OF ABSENCE:**

Section 1. Any employees desiring leave of absence from his/her employment shall secure written permission from the Union and the Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, subject to the provisions of Article IX.

Section 2. Family and Medical Leave: Employees, who have been employed for at least twelve continuous months and have worked at least 1,000 hours, in the preceding twelve month period, are eligible for family and medical leave as set forth in the Family and Medical Leave Act of 1993. Employees taking family and medical leave will do so with no loss of position or pay rate, employees will continue to be eligible

for paid health insurance by the Borough.

C. FUNERAL LEAVE:

In the event of a death of a fellow employee of DPW, employees will be given time off and suffer no loss in pay to attend the funeral and/or burial services provided these employees return to work at the conclusion of the service.

D. BEREAVEMENT LEAVE:

Employees are entitled to five (5) paid day's leave of absence for each death of an employee's immediate relative. "Immediate relative" includes, spouse, significant other, child, mother, father, sister, grandparents, grandchildren, brother, step-father, step-mother, step-child or any other person related by blood or marriage residing in an employee's household. Employees are entitled for two (2) paid day's leave of absence for each non-immediate relative including brother-in-law, sister-in-law, aunt and uncle, mother-in-law and father-in-law, legal guardian, ward, niece, nephew.

E. MILITARY SERVICE:

All military leave shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, with no loss of seniority.

F. BENEFITS OF PERSONNEL POLICY:

Any benefits resulting from revisions to the Personnel Policy Manual will include DPW employees, except as otherwise specified in this agreement.

G. JURY DUTY:

When a seniority employee is called for jury duty service, that employee shall be excused from work when required to appear in court or comply with jury rules that prevent the employee from reporting to work. The employee will be paid the difference between any payment received for jury duty and the employees' regular salary.

**ARTICLE 10. SICK DAYS**

SICK LEAVE WITH PAY:

Sick leave with full pay will be granted to an employee of the DPW who has permanent status and is employed on a full-time basis when the employee is unable to

report for work due to illness or disability.

Any employee who is entitled to sick leave shall receive full pay for the time lost on account of said sickness or other disability up to a maximum period of time as follows:

- A. During the first calendar year of service, one working day for each month of employment.
- B. After the first calendar year of service, fifteen working days in each calendar year of employment thereafter.
- C. Any employee unable to report for work must notify the Director of Public Works. In the event the Director of Public Works cannot be reached, the absence should be reported to the Asst. Director of Public Works. If neither can be reached, the absence and reason should be left on the Director's voicemail.

If any employee of the DPW uses none or a portion of such allowable sick leave for any calendar year, the employee shall accumulate a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, not to exceed thirty (30) days.

- D. Unused sick leave in an amount not to exceed thirty (30) days may be utilized as provided in one of the following two manners:

- 1. Current Sick Day Compensation Policy

- An employee is entitled to accumulate sick days up to a total of 30 days ("Accumulated Sick Days") to be used in the event of illness. Any employee who has been employed by the Borough for at least five (5) consecutive years and who leaves employment in good standing shall be entitled to payment for any Accumulated Sick Days at the rate of \$50.00 per day.

- 2. Sick Days Accumulated through 2004 and Prior

- Employees who have currently accrued more than 30 Accumulated Sick Days ("Existing Accumulated Sick Days") will be entitled to use such Existing Accumulated Sick Days in the event of illness. Any employee who has been employed with the Borough for at least five (5) consecutive years and who leaves employment in good standing shall be entitled to payment for any Existing Accumulated Sick Days at the rate of \$50.00 per day, with a maximum

payment, regardless of the total number of Existing Accumulated Sick Days, of \$12,500.00.

E. Miscellaneous.

1. Any employee using accrued sick leave for personal business or vacations, or any unapproved activity will be subject to disciplinary measures which could result in his or her termination of employment.
2. Barring the use of either of these options or in any other event, an employee shall provide 30 days (one month) notice in writing of the date of intended retirement to the Director of Public Works.
3. Any employee absent for five consecutive working days or more without notice of absence or permission without good cause will be considered to have resigned from his or her job not in good standing.
4. At the discretion of the Employer, sick leave may be extended for a longer period of time for any employee but shall not exceed the limits allowed by state law.

**ARTICLE 11. PERSONAL DAYS:**

Full-time regular employees of the Public Works Department will receive three (3) personal days per year.

Personal days not utilized within the calendar year received will not accumulate to any future years.

**ARTICLE 12. PAID HOLIDAYS**

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

- Veteran's Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Full-Day Christmas Eve
  - Christmas Day
- A. Employees performing duties authorized by the Public Works Superintendent on days designated as a paid holiday shall be paid double the regular rate plus holiday pay.
- B. Should the Mayor, because of special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Borough Council, close the Borough Offices thereby giving time-off to personnel employed there, the employees covered by this Agreement who perform duties authorized by the Public Works Superintendent on said special holiday shall be paid double the regular rate plus the holiday pay.
- C. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. Should an official holiday occur while an employee is on sick or vacation leave, the employee shall not have the holiday charged against sick or vacation leave.

**ARTICLE 13. VACATIONS**

Full-time regular employees hired prior to January 1, 2010 will receive vacations with pay as follows:

- |  |  |
|--|--|
| A. After one year and through five years | 10 days  |
| B. After five years through nine years   | 15 days  |
| C. After nine years                      | One additional day per year served with a maximum of 29 days total |

Full-time regular employees hired after December 31, 2009 will receive vacation with pay as follows:

- |   |   |
|---|---|
| A. After one year and through seven years   | 10 days   |
| B. After seven years through fourteen years | 15 days   |
| C. After fourteen years                     | One additional day per year to a maximum of 20 days |

After six (6) months of employment, through December 31<sup>st</sup> of the same calendar year, vacation days will be prorated at .75 days per month.

On January 1<sup>st</sup> following six (6) months' probation through seven (7) years – 10 Days' Vacation.

Vacation selections shall be made in seniority order.

All vacation must be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary.

All vacations must be approved by the Director of Public Works or if he is unable to approve, by the Asst. Director of Public Works. No vacation selection under this provision shall be unreasonably denied.

For use of one (1) vacation day employees shall submit a written request for approval during normal business hours no less than twenty-four (24) hours in advance of the requested day off; for use of two (2) or three (3) vacation days, employees shall submit a written request for approval during normal business hours no less than forty-eight (48) hours in advance of the requested days off; and for use of four (4) or more days, employees shall submit a written request for approval during normal business hours no less than two weeks in advance of the requested days off.

**ARTICLE 14. HEALTH BENEFITS**

1. Each full time employee shall be entitled to medical and dental insurance through existing insurance plans as provided by the employer for all other non-police employees. The employer has the right to change the insurance carrier as long as the level of benefits remains equal or better than those currently provided. Employees will contribute towards the cost of coverage as required by P.L. 2011, c. 78. The contribution rates are as per NJ Chapter 78 requirements. Attached as Appendix B
2. The employee may elect not to participate in the employer health plans. In consideration for their opting out of the plan, the employer shall pay employees an amount set forth in N.J.S.A. 40A:10-17.1, which, as of the date of this Agreement, shall not exceed 25%, or \$5,000.00, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage. If the employee's spouse's insurance is cancelled or the spouse no longer has coverage the employer will enroll the employee under one of the Borough's plans as soon as possible.

The employee will have the option to go back into the employer health plans for non-hardship reasons at any time. An employee who wishes to resume coverage shall file a declaration with the employer that their previous health benefit waiver is revoked. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed in accordance with N.J.S.A. 40A:10-17.1.

3. At all times, the employer will provide retiree health benefits that comply with State law and regulation.

**ARTICLE 15. PENSION**

In accordance with New Jersey statutes and Borough ordinances, the present pension plan administered by the New Jersey Public Employees Retirement System (PERS) will be continued for the life of this Agreement.

**ARTICLE 16 MISCELLANEOUS ITEMS**

1. (a) The Borough agrees to provide all DPW employees with uniforms. Each employee will be provided with a list of items available from the Borough's uniform vendor, including but not limited to pants, t-shirts (short and long sleeve), sweatshirts, and baseball caps. Select colors



and styles shall be available for each employee to select their preference of uniform. New hires will be allowed \$750 for initial uniform purchase. All other employees will be provided up to \$500 annually for various uniform items. Employees shall maintain their uniforms and only wear clothing in acceptable condition.

- (b) The Borough agrees to \$300.00 annually for work boot reimbursement.
  - (c) Any safety equipment that the Borough requires the employee to wear will be purchased and paid for by the Borough. The Borough will continue to purchase and pay for raingear for employees.
  - (d) The Shop Steward, or his/her designee, shall give receipts or requisition requests from unit employees to the Finance Office for boots. The employer will provide either a check in the case of receipts or purchase order in the case of requisition requests no later than forty-five days after the Finance Office receives the documentation from the Shop Steward or his designee.
  - (e) The Shop Steward or his/her designee shall provide to the Finance Office requisition requests from unit employees for orders of the winter uniforms, rain gear, pants, winter shirts and T-shirts. The Finance Office will provide to the Shop Steward or his designee a purchase order for all requisitioned clothing no later than 10 working days after receipt of the requisition requests.
2. The Employer agrees to pay for educational courses related to job duties and satisfactorily completed by an employee provided: (1) that attendance at any such course is approved in advance by the Director of Public Works and the Borough Administrator. It is recognized and understood by the parties hereto that disapproval of such courses may be based on financial considerations.

Employees are required to reimburse the Borough for any tuition paid for course/classes that are not successfully completed.

A copy of the course completion must be provided to the Borough Administrator upon conclusion of the class or training to be included in the employee's personnel file.

If an employee voluntarily resigns from the Borough within one year of taking a course, or receiving a certification, which was paid for by the Borough, they must reimburse the Borough for 100% of the cost of the education.

If an employee voluntarily resigns from the Borough after one year and up

to two years of taking a course, or receiving a certification, which was paid for by the borough, they must reimburse the Borough for 50% of the cost of the education.

3. The employer agrees to furnish, for the sole use and benefit of the Union, a Borough bulletin board in a conspicuous place at the place of business of the employer. It shall be known or referred as the Union bulletin board section.
4. Any vacancies for positions with the DPW will be posted on the DPW bulletin board.
5. The employer shall reimburse employees for CDL renewal fees to be used in the course of Public Works activities.
6. Any DPW Employee who is a member of the Fair Haven Volunteer Fire or First Aid Department will be permitted to leave work without loss of compensation to respond to a fire or first aid call.

#### **ARTICLE 17. UNION REPRESENTATIVES**

- A. Duly authorized representatives of the Union may have access during working hours to the premises of the Employer or any other place of work to which bargaining unit employees are assigned as long as it does not disrupt the operation of workplace and shall be permitted to make inspection of membership cards of all employees and the Employer's payroll records of the unit covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regard to any matter connected with the terms of this Agreement. Notice of inspection shall be provided a minimum of two weeks prior to an inspection by authorized representative. The inspections provided herein must first be announced to the Public Works Superintendent and Borough Administrator, who may then determine an adequate and convenient time for the exercise of these functions.
- B. The president, Secretary-Treasurer, or their duly authorized representatives so designated in writing shall be the representatives of the Union and no other person or persons.
- C. The Employer agrees to grant the necessary and reasonable unpaid time off, without discrimination or loss of seniority rights,

**ARTICLE 18. SHOP STEWARD**

- A. There shall be at all times one shop steward designated by the Union and one alternate shop steward designated by the Union, authorized to act in the absence of the shop steward. All references hereinto responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.
  
- B. Shop Steward shall suffer no loss of pay for the time spent during working hours in the performance of his duties, providing the Director of Public Works and Borough Administrator has approved his deviation from such permission unreasonably when it does not interfere with normal routine of work. The Employer shall recognize an employee as Shop Steward only after having received written notice of his/her selection or designation by the Union. Under no circumstances shall the Shop Steward be discriminated against by the Employer.
  
- C. The authority of the Shop Steward and Alternate Shop Steward 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 this collective bargaining agreement;
  - 2. The collection of dues when authorized by appropriate Local Union action;
  - 3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or 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 do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
  - 4. The representation, at the request of any employee covered hereunder, in discussion initiated by the Public Works Superintendent, concerning the work performance of said employee, or any other matter in which an employee feels he/she needs such representation, subject to paragraph B above.
  - 5. Any abuse of the provisions of paragraph C4 above, by the Shop Steward shall, in the first instance, be discussed with a representative of Local Union.
  
- D. Neither the Shop Steward nor any shop committee or group of employees covered by this Agreement is authorized to neither cause or engage in any strike, slowdown or stoppage in the place of business of the Employer nor order the discharge of any employee.

- E. The Employer and the Union recognize these limitations upon the authority of the Shop Steward and the Alternate Shop Steward, the Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE 19. GRIEVANCE PROCEDURE**

Section 1. Any dispute involving the interpretation or application of any of the provisions of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. The aggrieved employee or employees must present the grievance in writing to the Director of Public Works through the Shop Steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Director of Public Works within ten (10) working days, the grievance may be appealed to Step 2.

Step 2. If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to the Borough Administrator within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Administrator shall return his/her written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.

Step 3. If the grievance is not resolved in Step 2 hereof, the Union may present the written grievance to the Mayor and Council at its next regularly scheduled meeting provided that at least five (5) days' notice be given to the Mayor and Council. The Mayor and Council shall answer the grievance in writing within ten (10) calendar days after its consideration of said grievance.

Step 4. If the grievance is not resolved in Step 3, the Union may submit the grievance to binding arbitration. Selection of an arbitrator shall be accomplished by utilizing the State Board of Mediation. The arbitrator shall not change, limit or modify the agreement in whole or in part. The cost of the arbitrator shall be borne equally by the parties.

Section 2. All of the time limits contained in this Article of the Agreement shall be construed as maximum periods of time and may be extended only by mutual written agreement. Unless such time is extended by mutual written agreement the failure of the Union and/or employees to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of said grievance.

Section 3. No reprisals of any kind shall be taken by the Employer or by any member

of the administration against any party's interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

**ARTICLE 20. CHECKOFF OF UNION DUES, CREDIT UNION & AGENCY SHOP**

- A. The Employer will accept a signed authorization from an employee covered by this Agreement directing the Employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee and assessment of each new member. Written notice must be sent by the Union Secretary-Treasurer to the Employer advising the Employer of the amount of the monthly union dues, initiation fee and assessment.
- B. The said deductions shall be made on the 15<sup>th</sup> and last pay day for each and every month. All monies so deducted shall be remitted to the Union, together with a duplicate list of the employees whose dues, initiation fees and assessments have been deducted, by the tenth (10<sup>th</sup>) day and no later than the fifteenth (15<sup>th</sup>) day of the following month.
- C. The Employer will accept a signed authorization from an employee covered by this Agreement, directing the Employer to deduct from the wages of said employee regular weekly Credit Union deductions and remit to PEN FED CREDIT UNION
- D. The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to it. Neither the Employer nor any of its officials and employees shall be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Employer and its officials and employees shall be released from all liability to, the employees for whom deductions are made and to the Union.
- E. AGENCY SHOP. The employer and the Union agree that the employer shall deduct the sum of up to 85% of the rate of the Union dues from each and every non Union Member of the bargaining unit represented by the Union and shall remit this agency shop fee to the Union on a monthly basis no later than the 15<sup>th</sup> of each month. The Union shall notify the Borough of the amount of the agency fee.

## **ARTICLE 21. NO STRIKE**

The parties agree to settle any differences through the grievance procedure. There shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer of representative of the Union shall authorize institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action including discharge against any employees participating in a violation of the provisions of this Article.

## **ARTICLE 22. WAGES**

The Borough and Teamsters Local 177 hereby agree as follows:

Wage Increases will be as follows:

- A.
  1. The salary guides for each year are attached as Appendix A.
  2. All employees will be paid their 2022 salary, retroactive to 01/01/2022, at their appropriate 2022 step, as listed above.
  3. The foreman titles shall be revised to the correct titles:
    - Buildings, Grounds, & Parks Foreman
    - Streets & Sanitation Foreman
  4. The following is a list of certifications or licenses for an annual stipend:
    - Associate Degree - \$250.00
    - Bachelor's Degree - \$500.00
    - Foreman - \$5,000.00
    - General Foreman - \$10,000.00
    - Facilities and Building Maintenance Technician - \$7,500.00
    - Certified Public Works Manager (CPWM) - \$750.00
    - Commercial Driver's License (CDL)A - \$250.00
    - Commercial Pesticide
    - Commercial Pesticide Applicator - \$1000.00
    - Commercial Pesticide Operator - \$500.00
    - Professional Fertilizer Operator - \$.250.00
    - Playground Safety Inspector - \$1,000.00
    - Automotive Service Excellence (ASE) - \$500.00 Total for One to Four Certifications
    - Automotive Service Excellence (ASE) - \$2,000.00 Total for Five or more Certifications
    - Recycling Coordinator - \$2,000.00
    - Assistant Mechanic - \$2,500.00 \*\*\*

\*\*\* The primary job title for this position will remain Laborer and the scheduling of shop time for the Assistant Mechanic will be at the sole discretion of the Director of Public Works.

5. All certifications or licenses shall be maintained by the employee in order to qualify for the stipend. Employees are entitled to indemnification in accordance with New Jersey law related to performance of their duties.
6. Any and all classes required to obtain a license or certification or a license or certification renewal shall be taken during normal work hours. In the event an employee is required to attend classes outside normal work hours, the employee shall receive compensatory time off or compensation at regular rates of pay, at the discretion of the Borough. All such classes, including hours of attendance, must be approved in writing, in advance, by the Borough.
7. Promotion to the next step, as outlined in the salary step guide, shall be merit based. The Director of Public Works and Engineering shall perform annual reviews of all employees.
8. All promotions and step increments, with the exception of the probationary period, will be effective on January 1<sup>st</sup>, annually, in accordance with an agreed upon schedule and contract language.
9. Employees will move to Step One (1) on the salary guide at the conclusion of their probationary period and will remain at that step until they have served one (1) full calendar year at Step One (1).

#### B. Grades and Schedule of Step Increases

<u>Workers Grades:</u>	<u>Year Between Grades:</u>
Probationary	6 months
Grade 1	1 Year
Grade 2	1 Year
Grade 3	1 Year
Grade 4	1 Year
Grade 5	1 Year
Grade 6	1 Year
Grade 7	1 Year
Grade 8	1 Year
Grade 9	1 Year
Grade 10	1 Year

- C. Employees shall be promoted to the next grade after serving the required time in their current grade unless, in the judgment of the Director of Public Works and/or Borough Administrator, the employee's performance does not merit promotion. If an employee is denied a step increase, the Borough will provide the employee with a written statement of the reasons for denial.
- D. For employees hired on or after January 1, 2008, for service in the DPW, promotion shall take place on January 1 the following calendar year if the employee was hired prior to June 30; promotion shall take place after the first full calendar year if the employee was hired after June 30.
- E. **Foreman Positions**  
All members of the bargaining unit if qualified in accordance with Article 6 Section C may apply for the Building, Grounds, and Parks Foreman, Streets and Sanitation Foreman, and Facilities and Building Maintenance Technician. Appointments shall be made by the Mayor and Council on an annual basis with the recommendation of the DPW Superintendent as funding permits.  
  
A \$5000.00 annual stipend shall be provided to the individual(s) appointed to Building, Grounds, and Parks Foreman, Streets and Sanitation Foreman, and Facilities and Building Maintenance Technician positions which shall not be included in wage calculations.
- F. **Cell Phone**  
Effective 01/01/2018, the Borough agrees to provide a means of field communication to all DPW employees, or to reimburse employees \$40.00 per month for use of their personal cell phone during work hours, with no additional reimbursement for damages or insurance coverage. All reimbursement payments will be made quarterly.

## **ARTICLE 23. MODIFICATION OF AGREEMENT**

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement.

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Any modification must be in writing duly executed by an authorized agent of the Employer and by the President or Secretary-Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a Union negotiating



committee, such committee not to exceed two (2) in number.

**ARTICLE 24. TERM & RENEWAL**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties.
- B. This contract shall be in full force and effect as of January 1, 2022 and shall remain in effect through December 31, 2025. The terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.
- C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- D. Notice sent by the Union shall be served on the Borough Clerk. Notices sent by the Borough shall be served on the Representative of the Union or his designated representative.

IN WITNESS WHEREOF, the parties have hereunto affixed their Signatures.

**BOROUGH OF FAIR HAVEN**

By: \_\_\_\_\_  
Mayor Joshua Halpern

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Allyson Cinquegrana, Borough Clerk

**TEAMSTERS LOCAL 177**

By: \_\_\_\_\_  
Chris Eltzholtz,  
Secretary/Treasurer

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert Cherney,  
President

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Pablo Cunha,  
Trustee

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Harry Tansley,  
Business Agent

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_