

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011-102

Council Meeting Date: 3-14-2011

Date Adopted: 3-14-2011

TITLE: RESOLUTION APPROVING MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF NEW PROVIDENCE AND LOCAL 469,
FOR THE PERIOD JANUARY 1, 2010 THROUGH DECEMBER 31, 2011

Councilperson Galluccio submitted the following resolution, which was duly seconded
by Councilperson Cucco.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence,
in the County of Union and State of New Jersey, that they do hereby approve the labor
contract, providing for the basis of compensation and terms and conditions of
employment for members of Local 469, affiliated with the International Brotherhood of
Teamsters; and the Mayor and Borough Clerk are hereby authorized and directed to
execute same on behalf of the Borough of New Providence. Funds for the
implementation of this contract are being made available through the Municipal Budget.

APPROVED, this 14th day of March, 2011.

ATTEST:

Wendi B. Barry
Borough Clerk

Memorandum of Agreement

The parties in the New Providence Boro and
ALB Local 469 agree as follows:

① Duration: This Contract shall commence on January 1, 2010
and shall expire on December 31, 2011.

② Salary: Effective January 1, 2010, the base salaries
of the union shall be increased by 0%.
b) Effective January 1, 2011, the base salaries
of the union shall be increased by 1%.
c) all increases are inclusive of any increment
where applicable.

③ Healthcare: The union agrees that as soon as physically
possible they will switch from the current,
"Freedom Municipal Classic PPO Plan," to the
"Freedom Classic PPO Plan," as used by other
Boro employees.

④ All parties agree that the terms & conditions contained
herein are subject to ratification by both parties,
and the mediator retains jurisdiction.

⑤ All parties agree to recommend for ratification the
terms & conditions contained herein to their respective
constituents.

⑥ All terms & conditions contained herein shall represent
all negotiated terms agreed upon by both parties.
(see the documents attached hereto).

180
KCV
ALB
CP
BPF

⑦ All other terms & conditions not contained herein shall
remain status quo, and all other proposals are
deemed withdrawn.

Date: February 24, 2011

Boro: Michael M. Rosen
James A. Cusack
David L. Man

For the Borough

[Signature]
6/10/10

Date:

For Local 469

[Signature]
6/10/10

Date:

TENTATIVE AGREEMENTS

On April 29, 2010, the parties tentatively agreed to make the following changes to the collective negotiations agreement:

1. Article 16: Premium Pay:

Section 4: Add to end, "...and further provided that, the employee is able to respond and be available to begin working within 60 minutes of being requested to do so, except where there is an immediate threat to public safety in which case Borough can offer the premium pay opportunity to those that are able to respond and begin working in 30 minutes or less."

2. Article 24: Military Leave: Revise Article to state: "Employees shall be entitled to Military Leave pursuant to and in accordance with the Borough's Personnel Policy Handbook."

For the Borough

Date:

JB
6/10/10

For Local 469

Date:

MPS
6/10/10

06-10-10 Borough Proposal

COMPENSATORY TIME

Article 14, Section 4C: Hours of Work:

- Add sentence at beginning of this Section that states as follows:

Employees have the option of electing to receive compensation for overtime in the form of compensatory time off instead of overtime pay. An employee shall be entitled to 1.5 hours of compensatory time off for every 1 hour of overtime worked. Employees may accumulate compensatory time off only up to a maximum of 40 hours. Any compensation for overtime once an employee has reached the 40 hour maximum shall be in the form of pay.

ROTATION OF OVERTIME

Article 16, Section 4: Rotation of Overtime: Add sentence that states:

It is understood that employees in the Waste Water Treatment Plant will be given the first opportunity for overtime in the Waste Water Treatment Plant, but if additional manpower is needed on overtime for the Waste Water Treatment Plant, then other employees will be called on a rotating basis from the Public Works Overtime Call Out list.

For the Borough

Date:

For Local 68

Date:

[Handwritten signatures and dates: 6/10/10 and 6/10/10]

06-10-10 Borough Proposal

ARTICLE 19

SICK LEAVE

A. Eligibility

1. Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to the employee's own injury, illness or disability.
2. Taking sick leave under false pretenses is a violation of the public trust that is subject to disciplinary action.

B. Notification

1. Employees are required to give their Supervisor advance notice that they will be taking sick leave for one of the purposes set forth in Section A, above. The notice shall include the probable start date and, if known, the duration of the absence. Advance notice shall be defined as providing notice prior to the scheduled starting time for the work day for which sick leave will be used. Employees must keep their supervisor advised of any changes to their planned schedule of absence. Failure to follow this procedure may result in an unauthorized absence without pay and a recommendation for disciplinary action.
2. Any employee requesting sick leave for three (3) or more consecutive scheduled work days must provide the appropriate Health Care Provider's Certification within five (5) calendar days from the onset of the absence. If the Health Care

Provider's Certification is not received within this time period the employee will be in no pay status and subject to disciplinary action.

3. An employee that has an unexcused absence of three (3) or more consecutive scheduled workdays shall, in the sole discretion of the Borough, be deemed to have resigned.

C. Amount of Sick Time: [No change from current contract language, Section A]

D. Medical Verification [Replace current Section B with the following]

1. An employee absent on sick leave for three or more consecutive days must bring in a note from his/her health care practitioner certifying that the employee was unable to work for health reasons and that the employee may return to work with or without restrictions. Until such certification is presented to the employee's supervisor, the employee will not be allowed to return to work. If an employee returns from sick leave earlier than stipulated on the last medical certificate submitted, a new certification which authorizes the new return date must be provided, or the employee will not be permitted to begin work.
2. The Borough may require proof of illness or injury from a health care provider when there is reason to believe that an employee is abusing sick leave. Examples of such situations include, but are not limited to, an established pattern of sick leave on Fridays, Mondays, or at the end or start of designated holidays or vacation leave, or during inclement weather. In addition, the Borough reserves the right to require such employee to undergo a medical examination by a health care provider selected and paid for by the Borough to verify the alleged illness/injury. If the medical condition is not substantiated by the employee's health care provider or by the health care provider selected by the Borough, the employee may be subject to disciplinary action.
3. On days of sick leave, during the hours that the employee would otherwise have been working, the employee shall remain at his/her residence to recuperate unless they advise their supervisor of a different location that they will be

recuperating at. Employees not recuperating at their reported location of confinement during sick leave shall be subject to discipline, unless they can document that the reason that they were not at their reported location was because they were at a doctor's appointment related to the injury or illness that is the basis for the sick leave, or because they were at a pharmacy to obtain needed medication for the illness or injury that is the basis for the sick leave.

4. In cases of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
5. The Union agrees to cooperate with the Borough in reducing absenteeism to as low a rate as possible.

E. Confidentiality of Medical Information

1. Employees' health matters are their own concern, except when the Borough needs information to verify the sick leave request in accordance with the provisions of this Article, estimate how long an employee is likely to be absent, or evaluate and communicate the need for work restrictions and/or accommodations. Managers and Supervisors should not expect or require employees to explain why they need sick leave or FMLA leave, except for the reasons set forth above. All information about an employee's medical condition, once provided to the Borough by the employee pursuant to the terms of this Article, must be kept confidential.

For the Borough

Date:

[Signature]
4/29/10

For Local 469

Date: 4/29/10

[Signature]

TENTATIVE AGREEMENTS

On April 13, 2010, the parties tentatively agreed to make the following changes to the collective negotiations agreement:

1. Article 4: Dues Check Off:

- Revise second paragraph as follows:

After an employee has completed the probationary period of this Agreement, the Borough agrees to deduct the initiation fee from the employee's next paycheck and to transmit same to the Secretary-Treasurer of Local Union No. 469 as set forth above.

2. Article 8: Promotions and Demotions: Last Paragraph should be labeled as "(E)".

3. Article 11: Pay Day: Delete Section F and Revise Section A to state as follows:

Employees will be paid all earnings by direct deposit only (no manual checks) each bi-weekly period, with the payday as established by the payroll department

4. Article 14: Hours of Work:

- Section 1: Delete work hours for Night Time Custodian and Engineering Department.
- Section 3B: Revise to state: "Employees working Monday through Friday shall be entitled to a 50 minute lunch break, of which 30 minutes shall be unpaid."
- Section 4D: Delete

5. Article 20: Vacations: Add new Section 10 as follows: "Employees shall not be permitted to carry over unused vacation to the following calendar year, except that the Borough may, in its sole discretion, approve an employee's written request to carry over unused vacation days into the following calendar year."

6. Article 20: Vacations: Change "sustaining" to "substantiating".

7. Article 21: Terminal Leave: Allow for a lump sum payment

8. Article 30: Job Stewards: First Paragraph – Max of 2 job stewards and 2 alternates
9. Article 45: Duration: Replace Article with the following: "This Agreement shall have a term from January 1, 2010 through December 31, 2012. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed."
10. Schedule A: Add "Part-Time Laboratory Technician" to Schedule A; remove the following job titles from Schedule A:
 - Senior Technical Assistant
 - Assistant Foreman – Buildings and Grounds Division
 - Building Custodian – Day Shift
 - Building Custodian – Night Shift

For the Borough

Date: 4/15/10

For Local 469

Date: 4/13/10



04-13-10 Borough Proposal

OTHER NON-SUBSTANTIVE CHANGES

1. Article 8: Promotions and Demotions: In Section (D) delete "successfully".
2. Article 13: I would simplify and state: "Employees hired prior to January 1, 1996 are entitled to receive longevity pay in the amount of \$2,400 annually. Employees hired on or after January 1, 1996 are not entitled to receive longevity pay."
3. Article 18(1): fix typo "f" to "of" in first line.
4. Article 30(3a): insert "have" before "been reduced to writing"
5. Article 19: Sick Time: Section A3: Change to state: "An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment, except as provided in Article 21."
6. Article 41: Misuse of Borough property: fix the following grammatical errors:
 - o First sentence: "Any unauthorized use of Borough equipment for personal use or for hire..."
 - o Second Paragraph, second sentence: "In the event of a finding of negligence, the employee shall be subject to discipline."

AB

2/24

For the Borough

Date:

For Local 469

Date:

[Handwritten signatures and dates: 2-24-11]

11-12-10 Borough Proposal

ARTICLE 31 - DISCIPLINARY PROCEDURE

Delete Current Article 31 and Replace with the following:

A. General Procedures

1. This Article shall be the exclusive procedure for the processing of disciplinary actions for employees covered by this Agreement. Employees on a probationary period in accordance with Article 6 are not entitled to recourse pursuant to these provisions.
2. The Borough has the right to discipline employees for just cause. Discipline under this Article includes only the following: (1) written reprimand, (2) suspension without pay, (3) demotion, or (4) termination.
3. Where the Borough imposes discipline or intends to impose discipline, the Borough must provide the employee with written notice of the disciplinary action, which shall contain: (a) a general description of the alleged act(s) and/or conduct upon which the discipline is based, and (b) the penalty to be imposed.
4. The time limits set forth in this procedure can only be extended by mutual agreement of the parties, which must be in writing. However, the waiver of a time limit in any given circumstance shall not constitute precedent or a waiver of any time limits in future circumstances or be utilized as an excuse or defense for future failures to observe any time limit set forth in this Article.

Deleted: fine, (3)
 Deleted: 4
 Deleted: 5

B. Appeals

1. Step 1: The Shop Steward may appeal any discipline by submitting a written appeal to Borough Administrator within five (5) working days of the date that the employee receives the written notice of discipline. The written appeal shall set forth the employee's position as to why the disciplinary action taken was unfair or unwarranted. A meeting among the union business agent, the aggrieved employee, the shop steward and the Borough Administrator (or his designee) will be held within ten (10) working days of the Borough Administrator's receipt of the written appeal. At the meeting, the Public Works Manager or designee shall act as spokesperson for the Borough and one person shall act as spokesperson for the employee. The employee's spokesperson may set forth its position as to why the discipline was unfair or unwarranted. The Borough's spokesperson shall be permitted to ask questions of the employee or employee's spokesperson to obtain a better understanding of the employee's basis for claiming that the discipline was unfair or unwarranted. The parties are encouraged to resolve any disputes over the discipline at this meeting. The written decision of the Borough Administrator shall be given to all parties within ten (10) working days of the meeting. The Borough Administrator has the authority to uphold, reject or modify the Public Works Manager's decision.

Deleted: employee
 Deleted: Public Works Manager
 Deleted: 7 days
 Deleted: was received by the employee
 Deleted: must

2. Step 2 – If the discipline is not satisfactorily resolved at Step 1, it may be submitted to binding arbitration by the union on behalf of the aggrieved employee within ten (10) working days from the date of the Step 2 decision. Such filing shall be in writing and shall be submitted to the Public Employees Relations Commission (copy must be simultaneously provided to the Borough Administrator) where a selection of arbitrators shall be forwarded to both the union and the employer under PERC's rules of assignment. No arbitrator shall have any authority or jurisdiction over any disciplinary appeal that was not initially timely filed at Step 1, or not timely appealed to arbitration at Step 2 by the union. Rather, if an appeal of the discipline at Step 1 or appeal of the Step 1 decision to arbitration at Step 2 is not timely filed in accordance with the time limits set forth herein, the discipline shall be deemed final and binding and shall not thereafter be considered subject to the disciplinary arbitration provisions of this Agreement. The Arbitrator shall conduct a hearing to determine the facts relating to the discipline imposed. The issue before the Arbitrator shall be limited to a determination of whether the Borough had just cause to impose discipline on the employee, and if so, whether the penalty imposed was appropriate. The Arbitrator shall render a written Award that sets forth the basis for his determination on these issues. The Arbitrator shall be confined to these issues and shall not have authority to determine any other issue. The decision of the Arbitrator on these issues shall be final and binding except as provided by applicable law. The expense of the arbitrator assigned shall be borne equally by both the union and the borough.

3. Time limits throughout the procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties.

4. The shop steward or alternate shall be permitted reasonable time to investigate and attempt to resolve the discipline of any employee after notification to the Public Works Manager. Employees have the right to have a union representative present during discussion of any discipline with representatives of the Borough pursuant to this disciplinary procedure.

Formatted: Bullets and Numbering

Deleted: <#> Failure of the employee to timely submit an appeal of the discipline shall constitute a waiver of the employee's right to appeal and shall mean that the discipline set forth in the notice of discipline is final and binding.¶

<#> Within 14 days after receipt of the appeal, the Public Works Manager shall meet with the employee concerning the discipline. The employee may be represented at the meeting by a shop steward.¶

<#> At the meeting, the Public Works Manager or designee shall act as spokesperson for the Borough and one person shall act as spokesperson for the employee. The employee's spokesperson may set forth its position as to why the discipline was unfair or unwarranted. The Borough's spokesperson shall be permitted to ask questions of the employee or employee's spokesperson to obtain a better understanding of the employee's basis for claiming that the discipline was unfair or unwarranted. The parties are encouraged to resolve any disputes over the discipline at this meeting.¶

<#> If the dispute is not resolved at the meeting, the Public Works Manager or designee shall issue a written decision on the appeal within 14 days of the date that the meeting took place, setting forth acts and/or conduct upon which discipline is based and the penalty to be imposed. A copy of the written decision shall be provided to the employee and the union.¶

<#> If the employee is unsatisfied with the Public Works Manager or designee's decision on the appeal, the employee may appeal the decision to the Borough Administrator. The appeal to the Borough Administrator must be filed within 7 days of the date the employee received the Public Works Manager's decision and must be in writing and state the reason for disagreement with the Public Works Manager's decision, as well as any other information that the union wants the Borough Administrator to consider. Failure of the employee to timely submit an appeal of the Public Works Manager's decision shall constitute a waiver of the employee's right to appeal and shall mean that the Public Works Manager's decision is final and binding.¶

<#> Within 14 days after receipt of the appeal, the Borough Administrator shall issue a written decision on the appeal. The Borough ... [1]

Formatted: Font: (Default) Arial, 10 pt

Formatted: Space After: 12 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Formatted: Font: (Default) Arial, 10 pt

Deleted: <#> No arbitrator shall have any authority or jurisdiction over any disciplinary action that was not initially timely appealed to the Public Works Manager, to the Borough Administrator, or to Arbitration in accordance with the strict time limits set forth in this Article. ¶

Formatted: Font: (Default) Arial, 10 pt

For the Borough

Date:

[Signature]
2-24-11

For Local 469

Date: 2/24/11

[Signature]

11-13-10 Borough Proposal

ARTICLE 8 - PROMOTIONS

A. Job Posting: To provide promotional and lateral job opportunities for employees in the bargaining unit, the Borough must post all vacancies within the bargaining unit for eight (8) calendar days before filling such vacancies. The posting shall include a description of the job, the job classification, the location of the assignment, any required qualifications and the deadline for applying. It is understood that the procedure set forth in this Article shall not hinder the Borough in filling the vacancy at the earliest time through a temporary assignment.

B. Procedures: Employees shall have the opportunity to fill vacant positions within the bargaining unit through either promotions or lateral job openings using the procedures in this Article. Nothing in this Article, however, shall be interpreted as precluding the Borough from exercising its managerial right to decide not to fill a particular vacancy:

1. Employees that are qualified and interested in a posted position should submit written notification to the Department Head, or his designee, by the posted deadline. Any employee that meets the requirements of the posted position may make such application, except those employees who have been in their current position for less than six (6) months.
2. In considering who to select to fill a posted position, the Borough shall consider how the applicant's qualifications, including their skills, knowledge, abilities, experience and educational background (i.e. High School diploma or equivalent) match up with the essential requirements and functions of the job in question. Other factors that shall be considered by the Borough include seniority, disciplinary records, performance evaluations, attendance, interpersonal skills, interest in the position, leadership potential, and supervisors' recommendations.
3. Based solely on the criteria set forth above, the Borough must select the applicant that it deems, in its sole discretion, to be most qualified to fill the posted position.

Assuming two or more employees have equal qualifications for the vacant position, the Borough shall promote the most senior qualified applicant to the position.

4. The successful qualified bidder must be placed within the job classification within sixty (60) calendar days after the posting.

5. The Borough reserves the right to hire from outside the bargaining unit to fill a vacant position in the Waste Water Treatment plant when the qualifications of an outside applicant exceeds the qualifications of any current bargaining unit member that volunteers to fill the vacant position. In Public Works, however, the Borough can only hire from outside the bargaining unit to fill a vacant position when there are no qualified bidders for the vacant position from amongst the current bargaining unit members.

Deleted: s

Deleted: more closely meet the Borough's needs

6. An employee who accepts a promotion or lateral job opening will retain all sick leave, comp time, and vacation balances.

7. If a job opening must be filled before the procedure in this Article can be used to make a permanent selection for the job opening, the job opening can be filled as a temporary reassignment, for a maximum of the 60 days provided in paragraph 4 above.

C. Trial Period: [Re-number current (B), (C) and (D) as subsections 1, 2 and 3]

D. Surplus in Classification: [Use current language from (E) here]

For the Borough

Date:

DB
2-24-11

For Local 469

Date: *2/24/11*

MSB

11-10-10 Borough Counter-Offer

ARTICLE 38 – GRIEVANCE PROCEDURE

GRIEVANCE AND ARBITRATION PROCEDURE:

Section 1. Purpose

- a. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement.
- b. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations. Such oral communications, however, shall not impact the obligation of the grievant or union to timely file the written grievance in accordance with the procedures set forth below.

Deleted: The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2. Definition

The term "grievance" means any controversy arising over the interpretation, application or adherence to the terms and conditions of this agreement, and may be raised by the employee, or the Union at the request of and on behalf of an individual or group of individuals.

Deleted: or to any matter concerning the administration of disciplinary action,

Section 3. Steps of the Grievance Procedure: The procedure set forth below shall be the sole and exclusive method for processing grievances and shall be as follows:

Step 1 – The grievance must be presented in writing to the Public Works Manager within five (5) working days from the date the employee knew or should have known of the circumstances relating to the grievance. The written grievance shall set forth the details of the claimed breach, misinterpretation or misapplication of the Agreement, as well as the Article and Section of the Agreement claimed to have been breached, misinterpreted or misapplied and the date of such alleged breach, misinterpretation or misapplication. Within 10 days of receipt of the written grievance, the Public Works Manager must hold an informal meeting with the Union concerning the grievance. The grievance must be answered, in writing, within ten (10) working days after the Step 1 meeting.

- Deleted: is
- Deleted: employee's immediate supervisor
- Deleted: after the event or notification of discipline
- Deleted: five (5)
- Deleted: submission of the grievance
- Deleted: If the grievance directly involves the supervisor the grievance shall be moved to Step 2 of the grievance procedure.

Step 2 - If the grievance is not satisfactorily resolved by the Public Works Manager, the Shop Steward may submit a written appeal to the Borough Administrator within five (5) working days of receipt of the Step 1 decision. The submission must include all documentation pertaining to the grievance introduced at Step 1. A meeting among the union business agent, the aggrieved employee, the shop steward and the Borough Administrator (or his designee) will be held within ten (10) working days of the administrator's receipt of the grievance. The written response shall be given to all parties within ten (10) working days of the meeting.

Deleted: Step 2 - If the grievance is not satisfactorily resolved by the employee's immediate supervisor, it may be submitted to the employee's department head. A meeting between the aggrieved employee, the department head and the shop steward will be held within five (5) working days. The written response to the grievance will be given to the employee within five (5) working days of the meeting. ¶

Step 3 - If the grievance is not satisfactorily resolved at Step 3, the grievance may be submitted to binding arbitration by the union on behalf of the aggrieved employee within ten (10) working days from the date of the Step 2 decision. Such filing shall be in writing and shall be submitted to the Public Employees Relations Commission (copy must be simultaneously provided to the Borough Administrator) where a selection of arbitrators shall be forwarded to both the union and the employer under their rules of assignment. The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this agreement at issue between the Union and the Borough. No arbitrator shall have any authority or jurisdiction over any grievance that was not initially timely filed at Step 1, or a grievance that was not timely appealed to Step 2 or Step 3 by the union. Rather, if an appeal of the Step 1 or Step 2 decision is not timely filed in accordance with the time limits set forth herein, the decision of the Borough at the prior step shall be deemed final and binding and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The arbitrator shall be restricted to the application of the facts presented and shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement to impose on either party a limitation or obligation not explicitly provided for in this agreement, or to establish or alter wage rate or wage structure. The arbitrator's award shall be final and binding on all parties involved. The expense of the arbitrator assigned shall be borne equally by both the union and the borough.

- Deleted: 3
- Deleted: employee's department head
- Deleted: or if the initial grievance was presented directly to the department head and was not satisfactorily resolved, it
- Deleted: be
- Deleted: ted
- Deleted: decision at the lower level
- Deleted: a
- Deleted: five (5)
- Deleted: five (5)
- Deleted: 4

Time limits throughout the procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties.

The shop steward or alternate shall be permitted reasonable time to investigate and attempt to resolve the grievance of any employee after notification to the Public Works Manager. Employees have the right to have a union representative present during discussion of any grievance with representatives of the Borough pursuant to the grievance procedure.

- Deleted: All grievances involving wages shall not be restricted by any time limits. ¶
- Deleted: adjust
- Deleted: supervisor
- Deleted: representation
- Deleted: all phases of