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Borough of
Kenilworth
567 Boulevard
Kenilworth, NJ
07033

AGREEMENT

Department of Public Works & Teamsters Local #11

Term January 1, 2020 through December 31, 2023

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THIS AGREEMENT made and entered into as of January 1, 2020 through December 31, 2023 between the **BOROUGH OF KENILWORTH,** a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer," and **LOCAL 11**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, a labor organization, located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Borough of Kenilworth Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees; and

WHEREAS, the Borough, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Borough of Kenilworth Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees of the Borough of Kenilworth, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that the following agreement shall become effective.

ARTICLE 1 - RECOGNITION

Section 1 The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Borough of Kenilworth Department of Public Works, excluding supervisory, office, clerical and seasonal employees of the Borough in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2(a) The bargaining unit shall consist of all Borough of Kenilworth Department of Public Works employees, except foreman, and assistant foreman, who shall be working foremen, excluding supervisory, office, clerical and seasonal employees of the Borough of Kenilworth, New Jersey.

Section 2(b) Seasonal employees shall be defined as individuals hired for a specific period of time not to exceed FIVE (5) MONTHS in a calendar year.

Section 3 Wherever used herein, the term "Employees" shall mean and be construed only as referring to the Borough of Kenilworth Department of Public Works employees covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 **The union recognizes and agrees that the management of the department of public works, the control of its properties and the maintenance of order and efficiency are solely the**

responsibilities of the borough. All the rights, power and authority possessed by the borough prior to the signing of this agreement are retained exclusively by the borough without limitation, except as may be specifically provided for in writing in this agreement. Such management rights include, but are not limited to, the right to select and direct the work force to hire, suspend, discharge, assign, promote, demote, layoff or transfer in accordance with applicable law; to determine the amount of overtime to be worked; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment and methods to perform the work of the department, together with the selection, procurement, designment, engineering; and the control of equipment and materials; and to purchase services of others by contract or otherwise; to make reasonable rules and regulations not inconsistent with the terms of this agreement and subject to the statutory requirement to negotiate new rules or modifications of existing rules before implementation thereof, and to otherwise determine the methods, means and personnel by which its operations are to be conducted. The union further recognizes that the management must act in the best interests of the borough and that the borough reserves the right to privatize or enter into a shared services agreement with another municipality for services provided by the department of public works based upon the needs of the borough for services at any given time.

Section 2 Management's rights shall also include, but shall not be limited to, the following specific rights:

(a) the Superintendent shall have the sole responsibility to make duty assignments within the department.

ARTICLE 3 - UNION SECURITY

Section 1 The Employer agrees it will give effect to the following form of Union Security:

(a) All present full-time employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present full-time employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

ARTICLE 4 - CHECK-OFF OF UNION DUES

Section 1(a) The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month

and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b) In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2 Representation Fee

(a) If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the Representation Fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

(c)(1) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

(c)(2) The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Employer, or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position

or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(c)(3) If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

(c)(4) Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(c)(5) The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

(c)(6) On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

(c)(7) Teamsters Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5(c) and 5.6, and membership in Teamsters Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamsters Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 5 - PROBATIONARY PERIOD

Section 1 All full-time employees covered by this Agreement shall serve a probationary period of ninety (90) days. However, the probationary period of any such employee may be extended for an additional thirty (30) day period, at the option of the Superintendent of the Department and with the concurrence of the Union; the Union's permission to so extend the probationary period shall not be unreasonably withheld.

Section 2 During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period, shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Borough shall

have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 No full-time employee shall make or be required to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2 Employees not included in the bargaining unit with the exception of seasonal employees shall not be permitted to perform the duties of employees in the bargaining unit, except in the following situations:

(a) In cases of emergency;
(b) In cases where the job requires specialized labor; and
(c) In cases where employees presently in the bargaining unit lack the necessary qualifications to perform the job.

All determinations to be made under this Section shall be within the sole discretion of the Borough.

Section 3(a) There shall be a foreman classification rate established which shall be paid at the rate as established and determined by the Governing Body.

Section 3(b) Any member of the bargaining unit who substitutes for the foreman in his absence shall receive the same rate as the foreman, for the hours actually worked as the foreman, provided the member works within that title for one (1) hour or more.

Section 4 Nothing in this Agreement precludes the further extension of benefits to the employees described herein by the Mayor and Council of the Borough of Kenilworth during the term of this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1 The normal workweek shall be from Monday to Friday, inclusive, and shall be comprised of five (5) days of eight (8) hours each.

Section 2 The working shift shall be as follows: 6:30 A.M. - 3:00 P.M.

Section 3 Any work performed beyond eight (8) hours in any one day of the normal work week or in excess of forty (40) hours per week shall be considered overtime and compensated at one and one-half (1-1/2) times the regular hourly rate of pay.

Section 4 Overtime shall be offered on a rotating basis, giving preference to seniority and provided the employee is qualified to perform the duties required. Refusal to work overtime shall result in the employee's name being moved to the bottom of the overtime list in the same manner as if the employee had worked overtime on the occasion refused.

Section 5 In the event of recall to duty, an employee shall be guaranteed a minimum of three (3) hours of pay and shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay.

Section 6 Nothing contained herein shall require the payment of any compensation to any employee covered under this Agreement for time spent in attending any proceeding pertaining to discipline or discharge or with respect to any grievance or other administrative proceeding of this Agreement, unless off-duty attendance of any such employee is required by virtue of subpoena issued by the Borough, in which the employee shall be paid at a rate of one and one-half (1-1/2) times the regular hourly rate of pay for the time actually spent at such proceeding.

ARTICLE 8 - MANDATORY EMERGENCY RESPONSE READINESS

Section 1 The Union and Management recognize and acknowledge the necessity of the Department of Public Works being ready, prepared and capable, at all times, to respond to emergent situations during weekends, holidays and off-duty hours. To that end, each employee shall be required, on a rotating basis, to be available and "on call" to report to the DPW yard and ready to work as the circumstances may require.

Section 2 There shall be no less than two (2) employees "on call" in any given week. Management may, in its sole discretion, assign "on call" duty to additional employees if deemed necessary. Employees assigned to "on call" duty shall, prior to leaving work, take into his possession the cell phone provided by the Borough. An "on call" employee shall, when notified, report to work within 20 minutes after receiving notification.

Regardless of Article 7, Section 4, road employees that are "on call" shall not be entitled to work overtime on any shift that interferes with their duty to be "on call".

The Superintendent has the sole discretion to determine what constitutes a non-emergency situation that may require overtime to be offered and what constitutes an emergency requiring a person to be called in from the "on call" list.

Additionally, any employee that calls out of work, fails to report to work after being notified or leaves work during a Borough emergency such as snow, ice event, tropical storm, or other Borough emergency due to illness must provide a doctor's note. Failure to do so may result in discipline.

Section 3 Each "on call" employee shall receive a stipend of 135.00 per week for being on call in 2020, 2021, 2022 and 2023, which shall be paid on a seven (7) day prorated basis. If the employee is called in for work, the employee shall receive a rate of pay one and one- half (1-1/2) times for all hours worked and shall be guaranteed a minimum of four (4) hours.

Section 4 If an "on call" employee is not available or fails to report for work after notification, without good cause, that employee shall receive a written reprimand and a one day suspension from work without pay. An "on call" employee who fails to report or is unavailable on two (2) successive

occasions, without good cause, shall receive a second written reprimand and shall be suspended from work for a period of five (5) working days without pay. An "on call" employee who fails to report or is unavailable on three (3) separate occasions within any twelve (12) month period, without good cause, shall be subject to termination.

For the purposes of this Section, "good cause" shall mean:

(a) Death of a member of the employee's immediate family;

(b) Sickness that requires confinement to the employee's home provided the employee provides a doctor's note upon his return to work; and/or

(c) Physical injury that would prevent the employee from performing his normal duties provided the employee provides a doctor's note upon his return to work.

An employee who intends to invoke a "good cause" excuse for his inability to report for work if called, shall immediately notify Management of the nature of the condition giving rise to his inability to work and shall otherwise comply with the requirements as set forth above in subparagraphs (a), (b), and (c).

ARTICLE 9 - SENIORITY

Section 1 For the purposes of this Agreement, seniority shall be determined by the length of continuous and uninterrupted service, computed from the date of last hire. Seniority shall be determined by the employee's most recent date of appointment. If the employment status of an employee covered hereunder is terminated, and he is subsequently rehired, the rehire date shall be the "most recent date of appointment." Employment status of an employee covered hereunder shall not be terminated when such employee is on layoff with recall rights, and employees on layoff with recall rights shall retain seniority earned prior to layoff but shall not earn or accrue additional seniority during the period of the layoff.

Section 2 Seniority shall govern with respect to days off and vacations and shall be afforded priority of selection as to days off and vacations in order of seniority.

Section 3 Seniority also governs with regard to reductions in personnel. Employees are laid off in reverse order of seniority. When laid off employees are recalled, those last laid off shall be the first recalled and this procedure shall be followed progressively until the Borough has exhausted the list of employees on layoff with recall rights. The recall list shall be used for one year from the date of layoff.

Section 4 An employee shall lose all seniority and shall have his employment with the Borough considered terminated for the following reasons:

(a) Discharge for cause;

(b) Resignation;

(c) Absence from work for two (2) consecutive working days without permission or without properly notifying the Borough; and

(d) Failure to notify the Borough of intent to return to work up recall from layoff within five (5) calendar days after delivery of letter or certified mail to employee's last known address notifying the employee to report to work, and failure to report to work within five (5) calendar days after employee's notification to the Borough of his intent to return to work.

Section 5 All job openings will be posted within thirty (30) days of the vacancy.

ARTICLE 10 - FORCE ADDITIONS AND REDUCTIONS

Section 1 The Borough agrees that it will not hire any new employees unless all of those presently employed are working the full number of scheduled hours, as defined in Article 7, subject, however, to the following conditions: should the Borough, in its discretion, determine that the employees presently working are unqualified to perform certain jobs or that the work needed to be done requires specialized labor, then the Borough shall be free to hire persons to perform such work, regardless of the hours worked by those presently employed.

Section 2 Reductions of the work force shall be made according to the length of service with the Borough. The employee with the least seniority, as defined in Article 8, shall be laid off first, and so on, up the seniority list. Rehiring shall likewise be accomplished; the employee with the most seniority shall be rehired first and so on down the seniority list.

Section 3 The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours' notice prior to any lay-off.

ARTICLE 11 - NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of nondiscrimination against any employee because of race, color, creed, religion, nationality, or gender. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Employer agrees that it shall not discriminate against any employee by reason of his membership in the Union and its affiliates. It is also mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from the enjoyment of any rights conferred by this Agreement and/or by applicable State or Federal law.

ARTICLE 12 - HOLIDAYS

Section 1 **SANITATION ONLY:** The Borough agrees to guarantee to all employees within the bargaining unit of the Sanitation Department, the following holidays with full pay for eight (8) hours at the employee's regular rate of pay, though no work is performed on such days:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2 **ALL OTHER DEPARTMENT EMPLOYEES**: The Borough agrees to guarantee to all employees within the bargaining unit, with the exception of the Sanitation Department as noted above in Section 1, the following holidays with full pay for eight (8) hours at the employee's regular rate of pay, though no work is performed on such days:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence	Christmas Day
Labor Day	

In addition, employees shall be entitled to two personal days off with pay.

Section 3 Any holiday worked shall be paid at time and one half of the hourly rate. In addition, any employee who worked on a holiday will also receive the day's pay for the holiday. It is understood that if any employee works on Thanksgiving or Christmas, he/she will be paid two times the hourly rate for all hours worked plus the holiday pay.

To be eligible for holiday pay, the employees must work the scheduled workday before and the scheduled work day after the holiday.

ARTICLE 13- VACATIONS

Section 1 The Borough agrees to grant all employees within the bargaining unit vacations in accordance with the following schedule with pay set forth beside the length of service with the length of service being determined on the anniversary date of the most recent date of employment. The parties agree that: (a) no more than two employees shall be granted vacation in a given work week; (b) vacations shall only be taken in one-week increments; and (c) the assignment of all vacations shall be determined by the Superintendent with due regard to the efficient operation of the department. Additionally, only one employee shall be on vacation at any given time from October 1 and December 31.

LENGTH OF SERVICE	VACATION
1 year through 7 years of service	2 weeks' vacation
8 years through 14 years of service	3 weeks' vacation
15 years through 19 years of service	4 weeks' vacation
20 years and over	5 weeks' vacation

The above vacation compensation shall be paid on the basis of eight (8) hours per day. Until an employee reaches his or her one-year anniversary date of employment, he or she shall not be entitled to any vacation.

Section 2 Vacations must be taken within any respective calendar year. One (1) week may be carried into the following year only with the written approval of the Superintendent.

Section 3 Except as otherwise provided for herein, the provision of Chapter 37 of the Code of the Borough of Kenilworth entitled "Personnel Policies" shall apply.

Section 4 Employee qualified for vacation under the terms of this Agreement who quit or are terminated from service with the Borough for any reason, shall receive prorated vacation pay calculated to the date of termination. Employees shall be required to reimburse the Borough of any vacation pay received in excess of their prorated vacation entitlement, payment of which may be deducted from the employee's last paycheck.

ARTICLE 14 - LEAVE OF ABSENCE

Section 1 Upon making timely application, employees may apply to the Borough for a leave of absence without pay for a period not exceeding ninety (90) days, without loss of seniority rights. The reason for such request shall be made known to the Borough, and the Borough will give reasonable consideration to such application. In order to be valid, a grant of leave of absence must be issued in writing.

Section 2 See attached document, "Family Medical Leave Act" language. (Page 24)

ARTICLE 15 - PAID SICK LEAVE

Section 1 All employees in the Kenilworth Department of Public Works shall receive twelve (12) paid sick days. Sick days are to be used for sick time leave purposes only, and not to be used as additional vacation, personal or holiday leave.

Section 1(a) Each Borough employee shall have the option of selling back unused sick time at the calculation two days back for one day's pay during the calendar year allotted. Also, employees may choose to bank up to twelve (12) sick days maximum. Employees with sick days accumulated prior to January 1, 1988 shall continue to be entitled to use those sick days up to 90 days.

Section 2 The Employee shall provide a doctor's certificate for each instance involving an illness of three (3) or more consecutive days. Failure to do so may result in discipline.

Section 3 Any employee who is absent from work due to illness shall notify his superior one (1) hour prior to the employee's scheduled time for commencement of work. Failure to do so may result in discipline.

ARTICLE 16 - TERMINAL LEAVE

Section 1 The Borough shall continue its policy which was instituted on January 1, 1979, that all employees retiring and qualifying for pensions under State law by reason of length of service or service connected disability shall receive time off with pay prior to the date of retirement in accordance with the following formula:

1.5 working days for each year of service if the employee retires with less than twenty-five (25) years of service and two (2) working days for each year of service if the employee retires with twenty-five (25) years of service or more.

Any employee hired on or after January 1, 2012, shall not be entitled to any pay under this Article.

ARTICLE 17 - BEREAVEMENT PAY

Employees shall be granted up to four (4) days off with pay at the employee's regular rate when death occurs in the employee's immediate family. For the purposes of this Article, "immediate family" shall be deemed to include the father, mother, domestic partner, husband, wife, son, daughter, mother-in-law, father-in-law, legal step-parent, and grandparent of each employee. Employees shall be granted one (1) day off with pay at the employee's regular rate upon the death of a sister-in-law, brother-in-law, grandfather-in-law or grandmother-in-law.

ARTICLE 18 - JURY DUTY

A member who is called for jury duty shall be paid at that individual employee's regular rate of pay.

ARTICLE 19 - VETERANS RIGHTS AND BENEFITS

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

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

Section 3 The Borough agrees to allow the necessary time for any employee in the Reserves to perform his duties when called upon without impairment of his seniority rights.

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

Section 5 Upon return of an employee from Military Service, the employee SHALL HAVE NO LOSS OF SENIORITY.

Section 6 The provisions of this Article shall apply if the Congress of the United States declares a national emergency, if the United States pursues military involvement following a declaration of war, or if the Governor of New Jersey declares a state-wide emergency.

ARTICLE 20 - DISCHARGE

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

ARTICLE 21 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 The term "Grievance" as used herein means any difference or dispute between the Borough and the Union arising from the interpretation, application or adherence to the terms and conditions of this Agreement with the exception of disputes over wage scales. The grievance procedure herein shall be the sole means of obtaining adjustment of such disputes. Grievances may be raised by an individual, a group of individuals, the Union (acting on behalf of an individual or group of same), or the Borough.

Section 2 Grievances raised by an employee or employees, or by the Union, shall be subject to the following procedures:

STEP 1: (a) The grievance, when it first arises, shall be taken up by the employee in writing to the Shop Steward and the Superintendent. Failure to do so within five (5) days of the time the grievance arises shall constitute abandonment of the grievance by those advancing it. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Borough and representative of the Union. A written decision shall be given to the Union within five (5) working days after the discussion between the designated representative of the Borough and the Union's representative.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, the matter may be referred by the aggrieved employee or the Union to the Borough Public Works Committee within five (5) working days after the written decision provided for in Step 1. A meeting on the grievance shall be held between the Union and/or the aggrieved employee and the Borough Public Works Committee within fifteen (15) working days of the day of referral, at which meeting the parties may be represented by counsel. This meeting shall not be held publicly

unless the parties so agree in writing. The Borough Public Works Committee shall render a final written decision within fifteen (15) working days after the date of the meeting.

STEP 3: In the event the grievance is not satisfactorily settled within ten (10) days of the meeting in Step 2, it is agreed that either party may request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 3 Grievances raised by the Borough shall be subject to the following procedure: Such grievances shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within five (5) working days shall be deemed to constitute abandonment of the grievance on the part of the Borough. A meeting shall be held within ten (10) calendar days after the filing of such grievance between the representatives of the Department of Public Works and the Union in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Borough may, within ten (10) calendar days thereafter request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 4 When any grievance shall be subject to arbitration under the foregoing provisions, the cost of such arbitration shall be shared equally by the Borough and the Union. Any other expenses, including, but not limited to, witnesses, shall be borne by the individual party incurring same.

Section 5 Any arbitrator appointed pursuant to this Section shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provision of this Agreement.

ARTICLE 22 - UNIFORMS

Section 1 Each employee shall receive an annual clothing allowance of $600.00 for calendar years 2020, 2021, 2022 & 2023 for the purchase of work-related attire. There is no requirement that the employee provide a receipt for such purchases.

Section 2 Payment of the clothing allowance shall be made semi-annually, and the first payment shall be not later than April 15 of any calendar year. The second payment shall be made on or before September 15 of any calendar year.

Section 3 The Employer shall provide safety apparel for all employees, i.e., reflective vest, hard hats, goggles and work gloves.

Section 4 New employees clothing allowance shall be prorated from the date of employment for the calendar year.

ARTICLE 23 - MISCELLANEOUS PROVISIONS

Section 1 Employees shall be granted a fifteen (15) minute coffee break in the morning and in the afternoon.

Section 2 The Borough shall provide reasonable bulletin board space for the posting of Union notices to its members.

Section 3 The Borough agrees to pay for the cost of obtaining or renewing an employee's CDL license.

Section 4 Dinner money will be $15.00.

ARTICLE 24 - SAFETY AND HEALTH

The Borough shall maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestions for improvements will be considered and acted upon where practical.

ARTICLE 25 - WELFARE AND PENSION BENEFITS

Section 1 Effective 2012, the insurance program provided by the Borough shall be the New Jersey Direct Plan provided by the New Jersey State Health Benefits Program, subject to the Borough's right to change insurance carriers.

Section 2 The Borough shall continue contributions to the Public Employees Retirement Program according to State regulations.

Section 3 Effective January 1, 2012, each employee shall contribute to his/her health benefits in accordance with State law.

The Borough will offer an opt-out provision on health benefits. Every employee who opts out of the Borough's health plan shall be entitled to a lump sum payment of $3,500 (or 50% of the cost of the premium for that employee), whichever amount is allowed under law. The opt-out payment shall be paid in each year of the opt-out. However, in order to be eligible for the opt-out provision, the employee must sign a certification waiving coverage and certifying that he/she has other health insurance coverage in place.

ARTICLE 26 - WAGES

Section 1 Effective Year 1 of the contract January 1, 2020 to December 31, 2020: 2% increase only on the base salary only. .

Section 2 Effective from January 1, 2021 to December 31, 2021: 2% increase only on the base salary only.

Section 3 Effective from January 1, 2022 to December 31, 2022: 3% increase only on the base salary only.

Section 4 Effective from January 1, 2023 to December 31, 2023: 3% increase only on the base salary only.

The Union acknowledges the Borough's right to implement bi-weekly paychecks.

The Borough agrees to pay two dollars ($2.00) per hour to the fill-in driver for the sanitation truck provided it is not above the sanitation driver's rate of pay.

ARTICLE 27 - LONGEVITY

Longevity payments to employees shall be paid according to the following schedule and shall be effective on the anniversary date of the employee's date of employment. Longevity pay is calculated on base pay without regard to overtime and is adjusted at the time of the first pay period after the anniversary date.

YEARS OF SERVICE	PERCENT OVER REGULAR BASE PAY
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

Any employee, hired on or after January 1, 2012, shall not be entitled to any pay under this Article.

ARTICLE 28 - STRIKES AND LOCK-OUTS

Section 1 It is agreed that the Union and employees shall not call or engage in strike (or threats thereof) and the Borough shall not institute a lock-out, for any cause whatsoever during the term of this Agreement; nor shall the Union or any of its employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Borough business.

Section 2 In the event of a strike, slowdown, walkout or job action not authorized by the Union, it is agreed that participation in any such activity by a Union member shall entitle the Borough to take disciplinary action, including possible termination of the employment of such employee or employees.

Section 3 Nothing contained in this Agreement shall be construed to limit or restrict the parties in their rights to seek and obtain such judicial relief as they may be entitled to have in law or inequity, or both in the event of such actions as described in this Article.

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 - SHOP STEWARD

Section 1 The Union may appoint one of their accredited members to act as Shop Steward. It shall be his duty to receive complaints and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intent of this Agreement, and to that end will cooperate with management to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement. It is also agreed that the Shop Steward will be the first man to report to work and the last man to be laid off, regardless of seniority rating and shall be subject to all other provisions of this Contract.

Section 2 The Shop Steward shall not be discriminated against, because of his faithful performance of duties as such.

Section 3 The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activates:

(a) The investigation and presentation of grievance in accordance with the provisions of the Collective Bargaining Agreement.

(b) 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:

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine Nature and do not involve work stoppage, slowdowns, refusals to handle goods or any other interference with the Employer's business.

Section 4 Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 5 The Employer 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.

Section 6 Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 7 The Shop Steward shall have seniority preference for layoff purpose ONLY.

Section 8 The Employer agrees to allow reasonable time for the Shop Steward or the designated alternate to hand out Union receipts, communications, etc., which have been sent by the Union office to be distributed to its members, at a time designated by the Employer so as not to affect plant efficiency.

ARTICLE 31 - DRUG AND ALCOHOL POLICY
ALCOHOL AND DRUG-FREE WORKPLACE

The Borough is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Borough employee improperly consumes alcohol or illegally uses drugs on the job, comes to work under their influence, or possesses, distributes or sells alcohol or drugs in the workplace. Therefore, the Borough has established the following policy:

(1) It is a violation of Borough policy for any employee to possess, sell, trade, or offer for sale alcohol or illegal drugs or otherwise engage in the consumption of alcohol or illegal use of drugs on Borough premises, in Borough vehicles, or while on Borough business.

(2) It is a violation of Borough policy for anyone to report to work under the influence of alcohol or illegal drugs. Employees must refrain from the consumption of alcohol for at least four hours prior to reporting for work.

(3) It is a violation of Borough policy for anyone to use prescription drugs illegally. (Nothing in this policy, however, precludes the appropriate use of legally prescribed medications, provided that the employee complies with the provisions of this policy detailed below with respect to prescription medications.)

(4) Violations of this policy are subject to disciplinary action up to and including termination.

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have an alcohol or drug problem to seek help.

Drug and Alcohol Testing

The Borough adopts pre-employment drug and alcohol testing, random drug and alcohol testing, reasonable suspicion drug and alcohol testing, and post-accident drug and alcohol testing.
Drug testing will be conducted through split-sample urinalysis while alcohol testing will be conducted through breath or saliva screening. Testing will be conducted by an independent medical facility chosen by Borough.

An alcohol concentration of 0.04% or greater constitutes a positive alcohol screening test.

If an employee receives a positive drug test result, the employee can request a second drug test from a split sample at the employee's own cost. If the results of the second test conflict with the first, the employer will schedule a third and final test at a mutually agreed independent medical lab. All parties will be bound by the result of the third and final test. Both parties will share the cost of the third test. If a false positive test result is proven to have occurred, the cost of the second test and one-half of the cost of the third test will be reimbursed to the employee.

A. Pre-Employment Drug and Alcohol Testing

All job applicants for positions with the Borough will undergo testing for the presence of illegal drugs and alcohol as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. The Borough will not discriminate against applicants for employment because of a past history of alcohol or drug abuse. Therefore, individuals who have failed a pre-employment test may initiate another inquiry with the Borough after a period of no less than six months but must present themselves drug-free. The Borough will cover the cost of pre-employment testing.

B. Random Testing

All employees shall be subject to random drug and alcohol testing. Random alcohol testing will be done before, during or just after performing a safety sensitive function.

1. Random drug and alcohol testing will be unannounced and the date for administering random alcohol and drug tests shall be spread reasonably throughout the calendar year.

2. Employees for random alcohol and drug testing shall be selected by a computerized lottery system. Once chosen to undergo testing, the employee's name will be re-entered into the system for the next round of testing announcements. Under this selection process, each employee shall have an equal chance of being tested each time selections are made.

3. Upon selection, the employee shall report to the test site immediately. If the employee is performing a safety-sensitive function at the time of notification, the employee shall stop performing the function in a manner consistent with safety and proceed to the test site as soon as possible.

4. The Borough will cover the cost of random testing.

C. Reasonable Suspicion. Drug and Alcohol Testing

It shall be a condition of employment for all employees to submit to alcohol and/or drug testing when there is reasonable suspicion to believe that an employee is under the influence of alcohol or using illegal drugs.

1. The supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or drug test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of drugs.

2. When a supervisor has reasonable suspicion that an employee may be under the influence of drugs and/or alcohol, he or she shall:

   a. Complete the Supervisor's Report of Reasonable Suspicion form, following the appropriate instructions.
   b. Contact the Superintendent, who will provide further instruction. The Superintendent will determine whether to send the employee for drug and/or alcohol testing.

3. The Borough will cover the cost of reasonable suspicion testing.

D. Post-Accident Testing

It shall be a condition of employment for all employees to submit to alcohol and/or drug testing when an employee is involved in an on-the-job accident where personal injury or damage to Borough property occurs. The Borough will cover the cost of post-accident testing.

Refusal to Test

Any employee who refuses to comply with a request for alcohol and/or drug testing shall be considered as having produced a positive test result and will be discharged. Any employee who fails to abide by the required procedures for obtaining the urinalysis and breath or saliva testing as directed by the independent medical facility will be deemed to have refused to test and the same sanctions will apply.

Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be terminated. If the laboratory detects that a substance has been added to the sample to interfere with the normal testing process, the employee will be deemed to have refused to test and the same sanctions will apply.

Right to Inspect

The Borough reserves the right to inspect, investigate, and search for controlled substances and/or alcohol at any time, with or without prior notice, on or in any and all Borough premises and vehicles. Refusal to cooperate with any inspection, investigation, or search that is authorized by a Borough representative shall result in termination of employment.

Prescription Drugs

If an employee takes an over-the-counter medication or a prescribed drug, the employee must consult his or her prescribing medication professional to determine whether the drug may have an adverse effect on his or her personal safety or job performance while at work. If the effects of the medication could pose a danger to the employee's safety, or the safety of a coworker or any other person, or otherwise impair the employee's ability to perform his or her job, the employee must inform the Superintendent.

The Superintendent may require the employee to produce acceptable medical documentation of the employee's ability to safely and properly perform all of their job duties. Failure or refusal by an employee to properly inform the Superintendent or to produce acceptable medical documentation, upon request, may result in discipline, up to and including termination of employment.

Rehabilitation

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and alcohol/drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the improper consumption of alcohol or illegal use of drugs is incompatible with employment with the Borough. Therefore, the Borough strongly encourages an employee with a drug/alcohol abuse problem to voluntarily step forward to tell the Borough Superintendent or any other management representative with whom the employee feels comfortable.

The Borough recognizes the health implications of alcohol abuse and drug use on its employees and considers it a treatable illness. As with other illnesses, the Borough's primary objective is to assist in the employee's rehabilitation. The Borough designed this policy to encourage employees to voluntarily seek help for any substance abuse problems.

An employee may voluntarily admit to the Superintendent or any other management representative with whom he or she feels comfortable that he or she has an alcohol or substance abuse problem without fear of discipline or discharge. Upon admission of an alcohol or substance abuse problem, the Borough will provide the employee with information on where he or she may seek counseling and the individual will immediately enroll himself or herself in a rehabilitation program. The costs of counseling may be covered by the employee's medical insurance. If not, the cost of such outside services is the employee's responsibility.

An unpaid leave of absence will be granted for a reasonable period for treatment. The Borough will make every effort to hold the employee's position during the rehabilitation process. The Borough will not take disciplinary action against an employee who voluntarily admits having an alcohol or substance abuse problem unless the employee refuses to enroll in and successfully complete a rehabilitation program. Employees who voluntarily enter rehabilitation on more than one occasion, however, shall be subject to disciplinary action up to and including immediate termination.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the Borough only after there has been: (1) a positive alcohol or drug test; (2) a violation of a Borough rule or standard; (3) a violation of law; or (4) a violation of this policy, the Borough will not consider the employee to have voluntarily come forward.

Employees who return to work after completing a rehabilitation program will be required to successfully pass a drug and/or alcohol test. As part of the rehabilitation program, the Borough will require employees to submit to follow-up drug and alcohol testing. If an employee fails to remain drug free or engages in the improper consumption of alcohol after the first voluntary rehabilitation, he/she may be terminated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Superintendent in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction.

ARTICLE 32 - DURATION OF AGREEMENT

Section 1 This Agreement shall become effective on the date hereof and with respect to salaries shall be retroactive to January 1, 2020 and shall continue in full force and effect for four years until December 31, 2023.

Section 2 The salary provisions set forth in the Agreement for the years 2020, 2021, 2022 and 2023 are subject to appropriations and ordinances being adopted by the Mayor and Council.

Section 3 The provisions of the contract shall not apply to part-time summer help employed by the Borough of Kenilworth who shall be paid such wages and be employed for such hours as may be determined by the Borough. Said summer employment shall not exceed five (5) months in duration each year.

Section 4 The Employer agrees to comply with Chapter 303, Public Laws of 1968 with regard to all full-time employees and said Employer shall not in any way interfere with the rights of said employees as provided for by Chapter 123, Public Laws of 1974.

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

WH1420 REV 04/16

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer the day and year first above written.

BOROUGH OF KENILWORTH

BY: _____
Linda Karlovitch, Mayor

DATE: 10\28\2020

IBT LOCAL UNION 11

BY: _____
Michael Curcio, President/Principal Officer

DATE: 11/4/2020

BY: _____
Elizabeth Williamson, BA/Secretary Treasurer

WITNESS:

_____
Laura Reinertsen, Administrator

Date: 10\28\2020

COMMITTEE:

_____
Manny Nieto

_____
Rich Loxley

RESOLUTION

No. 14 **KENILWORTH, N.J.** **October 28, 2020**

Introduced by: CONSENT AGENDA

Seconded by:

WHEREAS, the duly authorized representatives of the Borough of Kenilworth ("Borough") in good faith have negotiated a four-year collective bargaining agreement ("Agreement") with the Department of Public Works Teamsters, Local 11 ("Teamsters"), concerning wages, terms, and other conditions of employment for the term of January 1, 2020, through December 31, 2023; and

WHEREAS, the Borough Council finds that the best interests of the Borough are served by executing the Agreement;

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey, as follows:

Section 1. The collective bargaining agreement between the Borough and the Teamsters, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor and Administrator, be and the same are hereby authorized to execute said Agreement upon the lawful and proper ratification by the membership of the Teamsters Local #11

Section 3. The Borough Council authorizes disbursement of all necessary retroactive pay as provided in the collective bargaining agreement.

Approved: Linda Karlovitch, Mayor

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Councilwoman Kay Ceceri			✓			
Councilman Larry Clementi	✓		✓			
Councilman Mark David			✓			
Councilman Gerry Laudati		✓	✓			
Councilman Daniel Lopez						✓
Councilman Louis DeMondo			✓			
ON CONSENT AGENDA	Yes ✓			No __		

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on October 28, 2020.

Laura Reinertsen, Borough Clerk