COLLECTIVE BARGAINING AGREEMENT

By and Between

BOROUGH OF HAWTHORNE

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

BLUE COLLAR UNIT

January 1, 2012 - December 31, 2014

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This Agreement entered into this 1st day of August 2012, by and between the BOROUGH OF HAWTHORNE, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the 'Borough"), and the UNITED PUBLIC SERVICE EMPLOYEES UNION, (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I
RECOGNITION

A. The Borough recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all full-time blue collar employees employed by the Borough, by excluding all other employees, clerical employees, policemen, managerial executive, professionals, craftsmen, confidential employees and supervisory employees within the meaning of the Act.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II
DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this Agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with applicable state statute. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of each month of the succeeding month after the deductions were made.

B. If, during the life of the Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Payroll Clerk written notice thirty (30) days prior to the effective date of said change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Payroll Clerk. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough, if the conditions of the dues deduction cards have been met by the Borough.

D. In the event that a pay period is missed by an employee for any reason, except termination of employment, then such deduction shall be made from the next pay period worked and so remitted.

E. If there is any alternation in list of names of persons from whom dues are deducted, whether said alteration is an increase or a decrease in the number or amount of deduction, for any reason, the Union shall be notified by mail, at United Public Service Employees Union, at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, of the name of the person and the reason for the said alteration.

ARTICLE II-A
AGENCY SHOP

A. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be famished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union, shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon notification by the Union advising of such changed deductions.

ARTICLE III
HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week eight (8) hours per day, five (5) days a week. Except as noted in paragraphs B&C below for employees in 24/7 operations, the normal work week shall be 7:00 through 3:30 pm, with half an hour unpaid lunch each day, Monday through Friday.

B. The working day of the designated operator shall consist of eight (8) hours per day inclusive of one-half (½) hour per day lunch period. All other employees shall work eight (8) hours per day exclusive of one-half (½) hour lunch period.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off distributed evenly through the year.

The schedule for employees in the Water Division assigned to pump house operation shall be assigned shifts as shown in Addendum A. This schedule shall be altered effective with a new calendar year upon a written request made by the Union no later than the preceding November 1st, so that employees assigned to this duty shall have their schedules arranged in such a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year.

D. All work performed by employees in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime. Employee working overtime will receive one and one-half (1½) times their regular rate of pay for all hours worked beyond forty (40) in a week or eight (8) in a day.

E. Over-time shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested. An employee who declines an overtime opportunity or who is not available for the opportunity shall be charged with the opportunity just a though he/she had worked the overtime opportunity.

F. Whenever a pump house operator as a part of his/her regular schedule works on a regularly scheduled holiday, he shall receive as compensation one (1) hour off for each hour worked plus one-half (½) hour straight-time pay for each such hour worked. All other employees (other than operators) working overtime will receive compensation at the rate of time and one-half (1½) the employees regular straight-time pay for each such hour worked in addition to holiday pay.

G. Compensatory time earned under this Article shall be taken by the employee in at least

one (1) hour increments. The scheduling of such time off will be arranged by the Director of Public Works or the employee's immediate supervisor, provided that it shall not adversely affect operations. The maximum compensatory time that may be accumulated is two hundred-forty (240) hours.

H. In the event that an employee is recalled to duty during his regularly scheduled time off; he shall be granted four (4) hours pay if there is not work or less than four (4) hours work to be performed. If the call in assignment results in more than four (4) hours work and up to eight (8) hours work, pay shall be granted for all eight (8) hours. In the event that an employee is called to duty less than two (2) hours prior to the start of his regularly scheduled shift, pay shall be granted as follows:

Less than one (1) hour, one (1) hour pay;
Less than two (2) hours, but more than one (1), two (2) hours pay;

All call-in pay under this provision shall be granted at one and one-half (1½) times the employee's regular rate of pay.

I. There shall be no pyramiding of overtime.

J. Employees shall not be required to work more than sixteen (16) hours in a row unless mutually greed to by the employee and the Director of Public Works or his designee. In no case will an employee be permitted to work more than twenty (20) consecutive hours.

After the commencement of an emergency, including snow removal and water breaks, employees working from eight (8) to sixteen (16) or twenty (20) hour maximum consecutive hours, in accordance with the first paragraph of this section, shall not return to work for at least eight hours; however, if the required eight (8) hour layover after sixteen (16) or twenty (20) consecutive hours of work prevents an employee from working part or all of the employee's regularly scheduled shift, the employee will be paid for the un-worked hours of the shift.

The Borough retains the right to determine that an employee has worked too many hours in a row or is otherwise not capable of fully performing his assigned duties. In such cases, the Borough may utilize the services of an independent contractor when no other unit employees are available to perform necessary work.

K. Employees in lower pay levels shall be paid at the appropriate rate when assigned to perform work in higher pay levels. Such pay shall be granted when and employee has worked four (4) or more hours in any given week in the higher pay level. Assignments of less than one (1) hour will not be counted towards the four (4) hour minimum requirement.

L. In case of emergency call-in and for purposes of health and safety, the Borough will provide pump house operator or police officer at the emergency site until a determination is made as to the need for call-in of appropriate assistance.

M. All Department of Public Works Employees should be available for snow overtime when called, except when on approved leave (this shall not preclude am employee on approved leave from voluntarily making him/herself available for this overtime). The Borough shall prepare written procedures for snow removal call-in and post them in a conspicuous area prior to implementation.

N. Overtime work shall be distributed by means of an overtime roster. Each employee shall be listed on such roster with the most senior employee listed first and proceeding in order of seniority. Upon performance of overtime work, the employee shall be dropped to the bottom of the list. An employee refusing or unable to be reached (by trying the telephone number designated by the employee, and leaving a message when not reached) for an overtime opportunity will be considered to have used his/her turn. This provision, however, shall not be construed to prevent employees on a task from being continued on for the overtime necessary to complete it. Further, the Borough may consider the necessary skills for a given overtime assignment when selecting an employee, even if this means selecting an employee out of turn, provided, however, that an employee assigned overtime out of turn will be considered to have used his next turn(s) when it (they) is(are) reached.

O. An employee called in to work as pump house operator over the weekend without 48 hours' notice will be paid time and one-half (1½) for each hour worked. The employee will have the choice of receiving pay or compensatory time. During the week, or with 48 hours' notice on the weekend, the Borough may re-arrange the employee's weekly schedule in order to cover the shift without paying compensatory time or overtime.

ARTICLE IV
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all legal powers, legal authority, duties and responsibilities conferred upon. and vested in it prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and of the United States.

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

C. The Union recognizes Management's right to continue with the existing practice of employing part-time employees in its recycling operation who remain outside the bargaining unit. The Union also recognizes Management's right to employ other part-time and/or seasonal employees to perform blue-collar functions, and who remain outside the bargaining unit, provided that any such employee works no more than 1,040 hours per year. Management agrees that no such employees will be assigned to drive vehicles requiring a commercial driver's license (CDL) while working on the same crew or in the same operation with members who possess the required class of CDL but are not assigned driving duties.

ARTICLE V
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance .to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee form his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee duties of employment), work stoppage, slowdown,, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Borough, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Borough to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VI
SEPARABILITY AND SAVINGS

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

ARTICLE VII
MODIFICATION OF AGREEMENT

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

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Purpose

1. 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.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment, and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance-arbitration procedure; provided however, that nothing contained herein shall deprive the employer or any employee of any legal rights.

Step One:

a. An aggrieved employee or the Union on behalf of an aggrieved employee or employees of the Borough shall institute action under the provision hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an

abandonment of the grievance.

b. The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

a. In the event of an alleged violation, misinterpretation or misapplication of this Agreement only, and in the event a satisfactory Agreement has not been reached at Step One, the employee and the Union shall, in writing, and signed, file his grievance with the Director of Public Works or his immediate supervisor within five (5) days following the determination at Step One.

b. A conference will be held with the Director of Public Works or his designee, within five (5) days following the receipt of the grievance and a decision in writing will be rendered within ten (10) days following the conference.

Step Three:

a. In the event the grievance has not been resolved at Step Two, then within ten (10) days following the determination, the matter may be submitted to the Mayor or his designee by the employee and the Union.

b. The Mayor, or in his absence his designee, shall review the matter and make a determination within twenty (20) days from the receipt of the grievance.

Step Four: Arbitration

a. If the grievance cannot be satisfactorily adjusted within ten (10) days at Step Three; the Union may refer for final decision and determination to an impartial arbitrator.

b. Either party may refer the question to the New Jersey Public Employment Relations Commission under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement or any amendment or supplement thereto. The costs for the services for the arbitrator shall be home equally by the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall -be paid by the party incurring same.

c. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

d. The decision of the arbitrator shall be final and binding upon the parties.

D. Grievance initiated by the Borough shall be filed directly with the Union within five (5) days of the occurrence of the grievance. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. A meeting shall be held within five (5) days after filing a grievance between representatives of the Borough and the Union, in an earnest effort to adjust the difference between the parties. In the event no

such adjustments are satisfactorily made within ten (10) days after such meeting, either party may file within ten (10) days thereafter for arbitration in accordance with this Article.

ARTICLE IX
NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status or national origin.

ARTICLE X
VOLUNTEER DUTY

Employees who are members of Hawthorne volunteer fire companies, those who volunteer as Hawthorne Auxiliary Police, and those who serve as volunteers for Hawthorne's William B. Mawhinney Memorial Ambulance Corps shall, upon being summoned to active duty, be excused from their regular work duties with no loss of pay. Employees who are injured in the line of duty as volunteer fire fighters, ambulance volunteers or auxiliary police shall be subject to pay and benefits as is customary.

ARTICLE XI
SAFETY COMMITTEE

The borough will establish a Borough-wide safety committee that shall include no less than three (3) members of this bargaining unit, selected by the unit, plus whatever representatives of management and other work groups. The committee shall meet upon need whenever called by one (1) or more committee members, but no less than once every ninety (90) days to discuss and recommend solutions to safety problems.

A subcommittee consisting of one (1) management representative and the three (3) members from this collective bargaining unit shall be responsible for inspection and implementation of all safety rules in the operations staffed by members of this unit, including the inspection of vehicles, tools and equipment. This sub-committee as a whole, by unanimous consent shall have the right to implement all necessary provisions to ensure the safe use and operation of tools, equipment and worksites. This sub-committee shall meet upon the request of any one of its members.

ARTICLE XII
USE OF PRIVATE VEHICLES

Employees shall not be required to use their private vehicles in performance of any duties on behalf of the Borough.

ARTICLE XIII
REST PERIOD

Employees shall be entitled to a fifteen (15) minute rest period between starting time and mealtime and fifteen (15) minutes between meal time and regular quitting time, and shall be entitled to an additional rest period at the end of each two (2) hour and forty-five (45) minute overtime segment of time. The Borough agrees to continue the current practice of providing coffee, donuts and/or bagels during extended hours of work and emergency situations.

ARTICLE XIV
BULLETIN BOARD

The employer shall permit the Union the use of a bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such posting shall be initialed by a Union representative and shall not be of an unreasonable nature.

ARTICLE XV
HOLIDAYS

A. Employees shall be allowed the following holidays with pay:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	One-half Day Christmas Eve
Fourth of July	Christmas Day
Labor Day	

* Note: If the Borough Administration shall allow for early release of employees for New Year's Eve, a forty-eight (48) hour notice shall be given and equal time off; if a half (½) day then four (4) hours.

B. In addition, in the event the Mayor and Council declare a Borough-wide holiday for all Borough employees, the employees under this Agreement shall be granted additional compensatory time off.

C. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday. Holidays falling on a Sunday shall be celebrated on the following Monday.

D. Paragraph C above shall not apply to operators. Operators shall celebrate holidays on the actual date of occurrence.

E. Employees called in the emergency work on Christmas Eve shall receive only compensatory time off at the straight time rate for work performed up to the end of the end of the normal eight (8) hour work day at the rate of time and one-half (1½) for work performed beyond the normal eight (8) hour work day.

F. If Christmas Day falls on a Sunday or Monday, the Christmas Eve one-half (½) day shall be celebrated on the previous Friday; if Christmas Day falls on a Saturday, the Christmas Eve one-half (½) day shall be celebrated on the previous Thursday.

ARTICLE XVI
BEREAVEMENT LEAVE

A. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of pay up through and including the day following the funeral, but for total of no more than five (5) paid days. In no event shall the leave begin more than ten (10) days after the date of death. The term immediate family shall include father, mother, brother, sister, spouse and child, or any relative residing in the employee's household.

B. In the event of the death of an employee's grandparents, mother-in-law, father-in-law, sister-in-law or brother-in-law, the employee shall be granted time off without loss of pay up to three (3) consecutive days.

C. In certain situations, the Borough Administrator (or in his absence, the Mayor of the Director of Public Works) may, in his or her discretion, grant additional bereavement leave upon the request of the employee.

ARTICLE XVII
VACATIONS

A. Effective January 1, 1996, paid vacation leave shall be allowed each employee based upon years of continuous service according to the following:

YEARS	DAYS) days.
Less than 1 year	One-half (1/2) day's vacation for each month of service up to a maximum of five (5) days
2 years	10 days
3 years	11 days
4 years	12 days
5 years	15 days
7 years	16 days
9 years	17 days
11 years	18 days
13years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years	25 days

Note: Employees shall be allowed to take up to five (5) vacation days per year in half (½) day increments.

B. A year shall be computed on the anniversary date of hire. Upon reaching an anniversary date during a calendar year, the employee shall be granted the extra day or days to reach the amount of vacation time shown above for that calendar year.

C. Previous to the commencement of an employee's vacation, payment for the vacation weeks shall be paid before the departure date of the employee, unless otherwise agreed upon.

D. All requests for earned vacation time off must be made as far in advance as possible and, at minimum, one (1) month. The granting of vacation time off will be consistent with past practice and in consideration of workload and/or seasonal demands.

E. At a minimum one road employee at a time shall be permitted to go on vacation between the months of November through March.

F. No employee shall be permitted to carry over from one year into the next more than 50% of his or her annual allotment of vacation time, In special circumstances that prevent an employee from using vacation time in one year, the Borough Administrator may permit the carryover of additional vacation days, provided that the employee uses these excess days plus the next year's allotment in the new year.

ARTICLE XVIII
SHIFT DIFFERENTIAL

A shift differential of forty-five cents (45¢) an hour shall be paid for the second shift (3:00 p.m. to 11:00 p.m.) and a differential of sixty cents (60¢) an hour shall be paid for the third shift (11:00 p.m. to 7:00 a.m.).

ARTICLE XIX
UNIFORMS

Each member shall be responsible to purchase uniforms, clothing and safety shoes worn on the job. The Public Works Director shall promulgate the standards for uniforms and shoes to be worn. The effective date for compliance with any revised standards issued prior to August 1st in any year shall be the second following September 1st.

ARTICLE XX
STEP PLAN

A. Employees hired before August 1, 2006, shall advance to the maximum classification for their position, according to the Schedule shown in Addendum B, based upon years of service according to the following formula:

Class 3 -	0 through 2 years continuous service
Class 2 -	3 through 4 years continuous service
Class 1 -	At the beginning of the 5th year continuous service

B. Employees hired on or after August 1, 2006 shall advance to the maximum salary for their position according to the schedule shown in Addendum B, advancing one step every year.

C. The increment payable to an employee pursuant to Section A & B above shall be payable to the employee upon and after his anniversary date as part of his or her base pay.

ARTICLE XXI
SALARY

A. Effective January 1, 2012, regular salaries shall be increased by 2.0%, and then have the amount of $475 added to the resultant figure as compensation for the elimination of the clothing allowance

B. Effective January 1, 2013, regular salaries shall be increased by 2.0%.

C. Effective January 1, 2014, regular salaries shall be increased by 2.0%.

D.1. All employees hired into the unit before 1/1/2012 shall be entitled to longevity pay computed upon base pay in accordance with the following schedule:

Years of Service	Compensation
0 - 4 years	none
5 - 7 years	2% of base salary
8 - 10 years	4% of base salary
11 - 15 years	6% of base salary
16- 19 years	8% of base salary
20- 24 years	9% of base salary
25 years and over	10% of base salary

D.2. All employees hired into the unit after 1/1/2012 shall be entitled to longevity pay computed upon base pay in accordance with the following schedule:

Years of Service	Compensation
0 - 7 years	none
8 - 10 years	2% of base salary
11 - 15 years	4% of base salary
16- 19 years	6% of base salary
20- 24 years	8% of base salary
25 years and over	10% of base salary

E. 1. Any employee who obtains a New Jersey license necessary to operate a Borough utility system (C-3 sewer collection license, T-3 water treatment license, and/or W-3 water distribution license), and who serves licensed operator of record in responsible charge of that system, shall receive as part of base pay in addition to the salary for the title as provided in the Step Plan, the annual sum of $2,000.00 for each such license. The Borough reserves the right to require licenses for future appointees to the titles of Water Foreman and Sewer Foreman. Any employee who obtains one of the above licenses but does not serve as the licensed operator of record shall receive as part of base pay, in addition to the salary for the title as provided in the Step Plan, the annual sum of one thousand dollars ($1,000.00).

2. In addition, five (5) employees identified in Addendum C, who signed up to take courses to pursue these licenses as of August 12, 2004, shall upon obtaining a C-2, T-2 or W-2 license (but only one) on the way to obtaining a C-3, T-3 or W-3 license, shall receive on a one-time basis one extra week of vacation plus a one-time bonus of two thousand-five hundred dollars ($2,500.00) as compensation for the hours devoted to obtaining the license.

3. An employee other than a foreman working towards a C-3, T-3 or W-3 license, who is assigned and accepts duties with direct responsible charge for maintenance and operation, shall be given the title of Assistant Foreman, at no additional salary.

F. Effective January 1, 2009, an employee who obtains a New Jersey Recycling Coordinator's certificate and serves as the Borough's Recycling Coordinator shall receive, in addition to base pay, the annual sum of $2,000.00.

ARTICLE XXII
JURY DUTY

A. When a full-time employee is summoned for jury duty, the Borough will grant such employee time off for jury duty and will pay the employee the difference between his jury duty pay and the employee" regular straight-time hourly rate for the regularly scheduled hours of work.

B. Night shift employees summoned to jury duty shall not be required to work the shift of the day preceding jury duty.

C. It is further agreed that:

1. Employees who are dismissed by the Court in such jury cases must return to work to complete the balance of their regularly scheduled shift provided at least one half (½) of their shift remains.

2. Employee must present satisfactory proof to the Borough of jury service and the amount paid him for such service.

ARTICLE XXIII
POSTING OF VACANCIES

A. Employees covered by this Agreement, if qualified, shall be given an opportunity to apply for job openings covered under this Agreement.

B. Notice of vacancies shall be posted for a period of five (5) days for the purposes of bidding.

C. Seniority and ability will be considered as factors in the selection of the employee to fill such vacant positions before any new employee is hired.

D. Seniority shall commence upon the first day of hire in the Department of Public Works and shall cease upon termination of employment.

E. Seniority shall apply on a unit wide basis in all cases of layoff.

ARTICLE XXIV
HEALTH PLAN

Subject to the conditions contained in paragraph A, B, C and D below, the Borough shall provide two (2) alternative health plans in place of the current plan as follows:

1. Choice plan (Becomes Choice 20 Plan)
   The co-pay shall increase from $10.00 to $20.00, and the reimbursement for brand name prescription drugs decreases from 90% to 80%, effective sixty (60) days after ratification of this agreement.

2. AETNA
   Choice POS Open Access S10 plan.

   A. The Borough will continue its efforts to provide benefits at no cost to employee for the term of this Agreement.

   B. The Borough shall continue coverage of employees and their dependents for Hospital Surgical Rider "J", and Major Medical.

   C. Upon receipt of notice of the deductible portion of the Hospital/Surgical coverage in Section B, or the same amount in out-of-pocket expenditure for office visit co-pays, the Borough shall pay to the employee and one (1) dependent annually the sum of fifty dollars ($50.00).

   D. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

   E. Every employee shall be entitled to two (2) eye examinations in three (3) years. The Borough shall pay up to one hundred dollars ($100.00) towards an eye examination for an employee and up to two hundred twenty dollars ($220.00) for eyeglasses for any employee per contract year. Payments for eye examinations and eyeglasses for dependents as provided in the 1998-2000 agreement shall be continued. No more than one pair of eyeglass shall be provided each year for an employee or dependant.

   F. Retired employees in the Department of Public Works shall be entitled to health insurance through the Borough at age 59 with the cost being born equally 50%/50% between the employee and the Borough, providing the employee has twenty-five (25) years of continuous service.

   G. Effective upon execution of the contract there shall be a maximum dental benefit of one thousand dollars ($1,000.00) per employee per year of the contract. The one thousand dollars ($1,000.00) per employee person per year shall apply to both employees and dependents.

H. Any employee hired on or after August 1, 2006, who elects coverage under the Choice 20 Plan shall, via payroll deduction, pay any difference in cost in monthly premiums over the cost of the Aetna Choice POS Access Plan.

I. For employees hired on or after March 1, 2005, the employer, by January 1, 2007, shall make available an optional temporary disability to be paid by the employees via payroll deduction. Employees hired before March 1, 2005, will have the option of purchasing coverage with a 12-month waiting period.

J. Effective January 1, 2012, each employee shall make a contribution towards the cost of health benefits in accordance with P.L. 2011, Chapter 78, of the State of New Jersey.

ARTICLE XXV
MISCELLANEOUS

Recognizing the potential health risks of performing heavy physical labor in hot weather, the Borough will ensure that employees working in such conditions have periodic breaks and the opportunity to drink plenty of water, and will, when possible, make job assignments that recognize the adverse conditions.

Any employee who feels that his/her job assignment is not conducive in 95-degree temperatures will be permitted to take the balance of the day off using vacation time, even though not scheduled in advance and whether or not the employee has reached the limit for half (½) days, provided the Borough is not left with an insufficient amount of personnel to maintain essential services.

ARTICLE XXVI
SICK AND PERSONAL LEAVE

A. Current employees shall receive the same sick leave they have received with the following conditions:

Employees are eligible for up to six months of sick leave with full pay subject to the Borough's ability to monitor and review the absences. If an employee is not able to return to work at the end of the six month period, he or she may request paid leave for an additional three month period, which paid leave may be renewed for yet another three month period. Factors to be taken into account on determining these renewals shall be the employee's condition, the employee's work record and the employee's attendance record. Any denial of paid leave may be submitted to the grievance procedure and is subject to arbitration.

B. Employees hired on or after March 1,2005, shall not receive the foregoing benefits but instead will receive the following:

1. Employees shall receive twelve sick days per year to be used for illness. These employees are also subject to review by the Borough's administration for the purpose of preventing abuse of sick leave.

2. These sick days may be accumulated.

3. Although these sick days may not be traded for compensation during the term of this agreement, the parties agree to bargain about this issue during negotiations for a successor agreement.

C. Replacement Employees
The Borough shall have the right to hire replacement employees for specific individual employees who are on extended sick leave. Such replacement employees shall be hired for up to six months at the entry salary rate.

D. Employees who utilize sick leave may be required to submit to a medical examination by a physician selected by the Borough to verify the authenticity of the need for the sick leave. The cost of the examination shall be paid by the health insurance carrier and the Borough. Abuse of sick leave may subject an employee to discipline.

E. Whereas, there is no formal personal leave provision, the Director of Public Works or employee's immediate supervisor has authority to grant personal leave time at his discretion. Such granting of leave shall not be deducted from eligible vacation days without employees approval. Requests for personal days shall not be unreasonably denied, and the employee's attendance record will be considered when deciding whether or not personal days will be granted.

Verification of Sick Leave
An employee who is absent or on a sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Borough reserves the right, with the approval of the Borough Administrator, to require an employee suspected of sick leave abuse to provide appropriate medical documentation for use of sick leave.

F. Union Business Leave:

1. Language about negotiations and grievance handling shall be scheduled by mutual agreement by all parties.

2. Paid leave of absence for delegates of the Union for Union functions, not more than two (2) unit employees at a time, and not to exceed five (5) days per year.

ARTICLE XXVII
TRAINEE PROGRAM

A. The Borough shall have the discretion to establish and maintain a trainee program.

B. Pursuant to such program, trainees may be hired at a rate that is different from that paid other employees at the discretion of the Borough.

C. Pursuant to such program, trainees may be assigned to work at various work locations at various hours of work to be determined by the Borough.

ARTICLE XXVIII
EDUCATIONAL PROGRAMS

A. Subject to the approval of the Borough, employees may request reimbursement for education or certifications for use in connection with their employment and/or licenses needed to perform their jobs. Such educational programs shall be available on a volunteer basis subject to the annual budget appropriation and the approval of the Mayor. Such approval shall not be unreasonably withheld.

B. All employees holding State licenses and certifications and using them on the job for the benefit of the Borough shall be permitted time off for continuing education course for credits to maintain said licenses.

ARTICLE XXIX
CONDUCTING UNION BUSINESS

"No Union member or officer or authorized representative shall conduct Union business on Borough time except as specified in this agreement. No Union meeting shall be held on Borough time or using Borough facilities unless specifically authorized by the Borough. *This paragraph should in no way be interpreted so as to prevent a member from have incidental communication with the shop steward or other union representative during work hours provided that this does not significantly affect work performance.*

"The Union shall notify the Borough of its official employee representatives elected from the bargaining unit. Only the representatives elected may confer with the Borough on Union business. *The Borough shall, upon request and within reason, make available Borough property for off-hours union meetings.* The Borough acknowledges the right of a Union representative, on Borough time, to represent a member at a conference or hearing on a disciplinary matter or to represent the Union or a member at a conference concerning a grievance. The Borough also acknowledges the right of the Union to select a representative who is not an employee to participate in such conferences and hearings.

"The Borough will release up to *five (5)* members of the bargaining unit from work to attend collective bargaining sessions between the Union and the Borough.

"The Borough shall provide paid leave of absence for delegates of the Union to attend Union functions to not more than two (2) unit employees at a time, and not to exceed five (5) total days per calendar year."

ARTICLE XXX
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012, and shall remain in effect to and including December 31, 2014. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to expiration date of this Agreement, of a desire to change, modify or terminate the Agreement. IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hawthorne, New Jersey on this 15th day of August 2012.

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr., President

James Gangale, Regional Director

BOROUGH OF HAWTHORNE
PASSAIC COUNTY, NEW JERSEY

Richard S. Goldberg, Mayor

ATTEST, Acting Borough Clerk

ADDENDUM A
CURRENT SHIFT SCHEDULE FOR PERSONNEL IN WATER DEPARTMENT

Position A:	Monday through Friday -	(7:00 a.m. - 3:30 p.m.)
Position B1:	Monday through Friday -	(7:00 a.m. - 3:30 p.m.)
	Filling in for sick/vacation and anytime needed for all positions.	
Position B2:	Tuesday through Saturday -	(7:00 a.m. - 3:30 p.m.)
	Filling in for sick/vacation and anytime needed for all positions.	
	Holidays: Wednesday -	(11:00 p.m. - 7:00 a.m.)
	Thursday -	(11:00 p.m. - 7:00 a.m.)
	Friday -	(3:00 p.m. - 11:00 p.m.)
	Saturday -	(7:00 a.m. - 3:00 p.m.)
Position C:	Sunday through Thursday -	(3:00 p.m. - 11:00 p.m.)
Position D:	Friday through Tuesday -	(11:00 p.m. - 7:00 a.m.)
	* Starting 11:00 p.m. on Friday evening	
Position E:	Wednesday, Thursday -	(11:00 p.m. - 7:00 a.m.)
	Friday, Saturday -	(3:00 p.m. - 11:00 p.m.)
	Sunday -	(7:00 a.m. - 3:00 p.m.)

ADDENDUM B

BOROUGH OF HAWTHORNE UPSEU BLUE COLLAR SALARIES

Hired into the Unit Prior to 8/1/2006:

	2012	2013	2014
Foreman (Road, Sewer, Water)	67,693	69,047	70,428
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr)	62,879	64,137	65,420
Operator/Maintenance	55,923	57,041	58,182

Hired into the Unit After 8/1/2006:

	2012	2013	2014
Foreman (Road, Sewer, Water) - Class 1	65,003	66,303	67,629
Foreman (Road, Sewer, Water) - Class 2	66,350	67,677	69,031
Foreman (Road, Sewer, Water) - Class 3	67,693	69,047	70,428
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 0	42,909	43,767	44,642
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 1	47,278	48,224	49,188
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 2	50,399	51,407	52,435
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 3	53,519	54,589	55,681
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 4	56,637	57,770	58,925
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 5	59,758	60,953	62,172
Serviceman (Road, Sewer, Recycling, Shade Tree, Water Distr) - Class 6	62,879	64,137	65,420
Operator/Maintenance - Class 0	41,507	42,337	43,184
Operator/Maintenance - Class 1	44,834	45,731	46,646
Operator/Maintenance - Class 2	47,051	47,992	48,952
Operator/Maintenance - Class 3	49,270	50,255	51,260
Operator/Maintenance - Class 4	51,487	52,517	53,567
Operator/Maintenance - Class 5	53,705	54,779	55,875
Operator/Maintenance - Class 6	55,923	57,041	58,182
Serviceman/Mechanic - Class 0	53,692	54,766	55,861
Serviceman/Mechanic - Class 1	55,639	56,752	57,887
Serviceman/Mechanic - Class 2	57,589	58,741	59,916
Serviceman/Mechanic - Class 3	59,523	60,713	61,927
Serviceman/Mechanic - Class 4	61,481	62,711	63,965
Serviceman/Mechanic - Class 5	63,426	64,695	65,989
Serviceman/Mechanic - Class 6	65,374	66,681	68,015