AGREEMENT

BETWEEN

THE BOROUGH OF FLEMINGTON

AND

TEAMSTERS LOCAL 469

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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1 PREAMBLE

This agreement entered into this ____day of _____2019, by and between the Borough of Flemington, in the County of Hunterdon, New Jersey (hereinafter "the Borough"), and Local No. 469, International Brotherhood of Teamsters (hereinafter the "Union") , with offices located at 3400 Highway 35 - Suite 7, Hazlet, New Jersey 07730, represents the final and complete understanding on all bargainable issues between the Borough and the Union.

2 ARTICLE I RECOGNITION

A. The Borough hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and permanent part-time (working in excess of fifteen (15) hours per week) street, water and sewer department employees and clerks and deputy municipal court administrator employed by the Borough of Flemington, but excluding court administrator, police clerk, custodian, police, managerial secretary, custodian, executives, confidential employees, professional employees, craft employees, police officers and employees, supervisory employees within the meaning of the Act and all other officers and employees employed by the Borough of Flemington.

B. The titles covered under this Agreement are deputy court clerk, utilities /sewer clerk, water superintendent, water foreman, C-l licensed sewer operator, C-2 licensed sewer operator/superintendent, street foreman, and laborer.

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

3 ARTICLE II UNION REPRESENTATIVE

A. The Borough agrees, with prior approval, to permit authorized representatives of the Union to enter the premises of the Borough for the purpose of ascertaining whether the Agreement is being violated or to assist in the processing of grievances, provided, however, that such business does not interfere with the operation of the Borough.

B. The Union Steward will be permitted time to process grievances during working hours, (not to exceed one (1) hour at any time), provided that such business does not interfere with the operations of the Borough. The Steward will also be permitted to assist in collective negotiations, provided that the negotiating sessions are previously and mutually agreed upon.

C. The Union agrees that it will provide to the Employer in writing, the name of the employee designated as Steward and, if applicable, the name of the employee designated as the alternative Steward.

4 ARTICLE III BULLETIN BOARD

A. The Borough agrees to provide one (1) bulletin board at the work location of bargaining unit employees for the exclusive use of the Union to post notices and other Union

information. Only information pertaining to Union business shall be posted on bulletin boards.

B. All material posted on said bulletin boards must be signed and dated by the Steward. No material of a derogator nature concerning the Borough, its officials, or any of its employees shall be posted on the bulletin board. Furthermore, the Union agrees that it shall be its responsibility to promptly remove any and all derogatory materials.

5 ARTICLE IV NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, sexual orientation, gender identity or expression, disability, age, national origin, political affiliation, or any other category covered by law in its admission, programs, activities, or employment matters.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who are not members of the Union.

6 ARTICLE V 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 this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough. 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 and arbitration procedure.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances, which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

An aggrieved employee or employees of the Borough shall institute action in writing under the provisions hereof within ten (10) calendar 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 file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision

within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

Step Two:

If the grievance is not settled at Step One, the grievant may make a request for a second step meeting within ten (10) calendar days after the answer at Step One, to the Commissioner of Administration. Failure to act within ten (10) calendar days shall constitute an abandonment of the grievance. The Commissioner of Administration shall convene a meeting within ten (10) calendar days from the date of the request, or at such other time as is mutually agreed. The second step meeting shall be between the Commissioner of Administration and the Union representative, if requested by the grievant. The Commissioner of Administration's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting, or at such other time as is mutually agreed.

Step Three:

If the grievance is not settled at Steps One and Two; and the grievance involves discipline of more than three (3) days, the matter may proceed to arbitration as set forth below. Disciplinary matters of three (3) days or less may be grieved through Step Two only. Other grievances (other than those noted above) involving interpretation, application or violation of this Agreement may proceed to arbitration as noted below.

The Union on behalf of an employee or group of employees may file a demand for arbitration with the Public Employment Relations Commission within fifteen (15) days after receipt of the Commissioner of Administration's answer at Step Two.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
3. The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.
4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
5. The cost of the arbitrator will be borne equally by the Union and the Borough and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.
6. The arbitrator shall be bound by the provisions of this agreement and by applicable laws of the State of New Jersey and laws of the United States and decisions of the Courts of the State of New Jersey and the Courts of the United States. The arbitrator must address only the issues submitted to arbitration and shall not have the authority to determine any other issues not so submitted, nor shall the arbitrator render observations or declare opinions which are not essential in reaching a determination. The parties direct the arbitrator to decide, when asked as a preliminary question, whether he or she has jurisdiction to hear and decide the matter in dispute. The arbitrator must render his award within 30 days after the last day of hearing, if the matter relates to a disciplinary matter, 60 days otherwise.

D. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be convened within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the Union.

7 ARTICLE VI PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) days of employment during which the Borough can discipline or discharge without a recourse by the Union or the employee, to Article V of this Agreement. The Borough may, at its option, extend the probationary period an additional forty-five (45) days by written notice with reasons to the employee and the Union not less than one (1) week prior to the expiration of the initial ninety (90) days. After successful completion of the probationary period (or the extended probationary period, if applicable), the employee will be placed on the seniority list retroactive to the first day of employment.

8 ARTICLE VII MANAGEMENT RIGHTS

A. The Borough shall retain and reserve, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees by deploying personnel, methods and means in the most efficient and appropriate manner, and from time to time, to be determined by the Borough, to subcontract work performed by employees covered by this Agreement.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department and to require compliance by the employees.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reason(s).
7. The Borough reserves the right with regard to all other conditions of employment, specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the Department.

B. In the exercise of the foregoing rights, responsibilities, duties, authority and powers of the Borough, the adoption of policies, practices, rules and regulations and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only by the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

9 ARTICLE VIII SENIORITY

A. Seniority means the accumulated length of continuous service with the Borough, computed from the last date of hire. Probationary employees shall have no seniority rights until after successful completion of their period of probation.

B. An employee shall lose all seniority rights for any one or more of the following reasons:
   1. Voluntary resignations
   2. Discharge for just cause
   3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Borough may require substantiated proof of illness or accident in such manner and on such forms as the Borough deems appropriate

C. Seniority will be considered in making promotions.

10 ARTICLE IX LAYOFF AND RECALL

A. The Borough may lay off an employee (s) for the efficiency or economy, or for other valid reasons.

B. Employees shall be laid off in the inverse order or their seniority provided the senior employee has the ability to perform the work available.

C. Whenever possible, employees will be offered demotion to a lesser office or position in lieu of layoff.

D. In the event the Borough plans to lay off employees for any reason, the Borough shall meet with the Union to review such anticipated layoff at least twenty-one (21) calendar days prior to the date such action is to be taken, if possible.

E. Permanent, full-time employees who have completed their probationary period will accrue recall rights to be carried on a list of employees with such rights for a period of up to one (1) year based upon (1) month for each three (3) years of uninterrupted service.
F. The Borough shall forward a list of those employees laid off to the local Union Secretary/Treasurer on the same date that the notices are given to the employees.
G. When the work force is increased after a layoff, employees will be recalled in accordance with their order of seniority provided the employee has the ability to perform the work available.
H. An employee recalled to his former position shall receive his former rate of pay, plus any general increases occurring during his layoff.
I. Employees shall keep the Borough advised of his or her current home address.

11 ARTICLE X WAGES

A. The following wage increases will be granted:

	Base Scale 1/1/2019	1/1/2020	1/1/2021	1/1/2022
Utilities Clerk 0-2	25.11	25.61	26.12	26.65
Utilities Clerk 3	25.11	25.86	26.64	27.44
Utilities Clerk 5	25.11	26.37	27.68	29.07
Deputy Court Administrator 0-2	23.28	23.75	24.22	24.70
Deputy Court Administrator 3	23.28	23.98	24.70	25.44
Deputy Court Administrator 5	23.28	24.44	25.67	26.95
Water Superintendent 0-2	40.80	41.62	42.45	43.30
Water Superintendent 3	40.80	42.02	43.28	44.58
Water Superintendent 5	40.80	42.84	44.98	47.23
Water Foreman 0-2	29.98	30.58	31.19	31.82
Water Foreman 3	29.98	30.88	31.81	32.76
Water Foreman 5	29.98	31.48	33.05	34.71
Licensed Water Laborer 0-2	23.80	24.28	24.76	25.26
Licensed Water Laborer 3	23.80	24.51	25.25	26.01
Licensed Water Laborer 5	23.80	24.99	26.24	27.55
C2 Licesed Operator 0-2	40.80	41.62	42.45	43.30
C2 Licensed Operator 3	40.80	42.02	43.28	44.58

C2 Licensed Operator 5	40.80	42.84	44.98	47.23
C1 Licensed Operator 0-2	23.80	24.28	24.76	25.26
C1 Licensed Operator 2-4	23.80	24.51	25.25	26.01
C1 Licensed Operator 5	23.80	24.99	26.24	27.55
Street Dept. Foreman 0-2	29.98	30.58	31.19	31.82
Street Dept. Foreman 3	29.98	30.88	31.81	32.76
Street Dept. Foreman 5	29.98	31.48	33.05	34.71
* Laborer scale applies to Water, Sewer, & Road Departments				
Laborer I (0-2 years)	19.50	19.89	20.29	20.69
Laborer II (3-4 years)	21.00	21.42	21.85	22.29
Laborer III (5-6 years)	22.00	22.44	22.89	23.35
Laborer IV (7-10 years)	23.00	23.46	23.93	24.41
Laborer V (11+ years)	24.00	24.48	24.97	25.47

In addition, $.24 an hour will be added annually to the base salary of the employee for the successful completion and certification of the following licenses C1,2,3 W1,2,3, T1,2,3, Certified Purchasing Agent, Certified Court Administrator, Commercial Drivers License, Certified Financial Officer, Tax Collector, Registered Municipal Clerk and CPWM.. Public Works Director will provide list of employee position and license requirements annually or as needed for payroll.
(Example 1 - employee has a W2 and T1 they get $.24 * 3= $.72 an hour added annually.)
(Example 2 – employee has a C1 and CPWM they get $.24*2= $.48 an hour annually.)
Employees holding the licensed water and sewer backup position per NJDEP requirement will receive an additional $1.20 an hour added to their base salary annually.
Night Work Deputy Court Clerk will receive compensation at the amount of $110.00 per night court session

B. Length of Service
   1. In addition to salary, a length of service payment shall be paid, effective January 1, 2016, such service shall be paid hereinafter fixed and determined. Such service pay is to be considered as additional compensation as set forth in the schedule below. Disbursements will be made pro rata in the regular paychecks, with regular pension deductions made, and all hourly and daily rates shall be calculated on the combined total of base salary plus service pay. Length of service shall be given to all employees based on their start date of employment with Flemington Borough.
   2. Length of Service Schedule:

a. On the anniversary of five (5) years of employment with the Borough of Flemington, through the anniversary of nine (9) years, the Employee shall receive the sum of ($500.00) annually.
b. On the anniversary of ten (10) years of employment with the Borough of Flemington, through the anniversary of fourteen (14) years, the Employee shall receive the sum of ($1,000.00) annually.
c. On the anniversary of fifteen (15) years of employment with the Borough of Flemington, through the anniversary of nineteen (19) years, the Employee shall receive the sum of ($1,500.00) annually.
d. On the anniversary of twenty (20) years of employment with the Borough of Flemington, and annually every year thereafter, until the employee leaves employment with the Borough, the Employee shall receive the sum of ($2000.00) annually.

12 ARTICLE XI HOURS OF WORK

A. The normal workweek shall consist of five (5) consecutive days (Monday through Friday for employees in the employ of the Borough as of the date of the signing of this Agreement) as follows:
   1. Blue Collar Workers - eight (8) hours per day, 7:00 a.m. through 3:30 p.m. with one-half (1/2) hour unpaid lunch for a total of forty (40) hours.
   2. White Collar Workers - seven (7) hours per day, 8:30 a.m. through 4:30 p.m., with one (1) hour unpaid lunch for a total of thirty-five (35) hours.
B. The Borough shall have the right, for its efficient and effective operation, upon one (1) weeks' notice (except in case of emergency) to make changes in starting and stopping times of the work schedule. However, employees will not be assigned to split shifts unless mutually agreed upon. In addition, this Article shall not be construed as a limitation or a guarantee of the number of hours of work the Borough may require and the normal work week as noted shall apply to those employees in the employ of the Borough as of the date of signing of this Agreement.

13 ARTICLE XII OVERTIME

A. Overtime shall be defined as all work performed in excess of forty (40) hours per week. All weekday and Saturday overtime will be paid at time and one-half (1½). All Sunday and holiday overtime will be paid as double time or compensatory time. Holidays are defined in Article XIII of the contract.
B. The amount of overtime and the schedule for working it will be established by the Borough. The Borough agrees that it shall give reasonable prior notification of any scheduled overtime, except in emergency situations. The Union agrees that employees will perform emergency overtime work unless excused for legitimate reasons.
C. Employees working overtime shall receive compensation at the rate of time and one-half (1½) their regular straight time pay for each hour worked. Sunday and holiday pay will be 2 times their regular pay.

D. Overtime shall be distributed as equitably as possible among the employees capable of performing the required work.
E. In the event that an employee is called for scheduled or unscheduled duty on the employees normal off-duty hours, the employee shall be paid at the rate of time and one-half (1½) for a minimum of four (4) hours, provided such call to duty is not contiguous to the employee's work day. If the employee is called in on a Sunday or holiday they shall be paid at the rate of double time for minimum (4) hours. If the call to duty is contiguous to the employee's workday, the employee shall be paid for actual time worked only. The Borough retains the right to require employees to work for the full duration of the minimum recall including portal to portal.
F. All employees are expected to work a reasonable amount of overtime and any employee scheduled to work overtime who does not report for such work may be subject to discipline.
G. No overtime shall be worked unless first authorized by the Supervisor in charge.
H. There shall be no pyramiding of overtime.
I. Meal Allowance shall be granted at a maximum amount of ten ($10.00) dollars for every four hours of work after the normal work shift and shall continue every four hours thereafter. Example: On the 12th hour, 16th hour, 20th hour, 24th hour, etc.
J. Employees are entitled to accumulate up to 300 hours of compensatory time. Use of compensatory time shall be subject to the approval of the superintendent or his designee.
K. Employees who receive phone calls at home while off duty of longer than 10 minutes shall receive 20 minutes compensatory time. Calls of between 20 and 30 minutes shall receive 45 minutes compensatory time. Calls of 30 minutes shall receive 1 hour compensatory time. Multiple calls shall be added up cumulatively to apply above formula.

14 ARTICLE XIII HOLIDAYS

A. The following holidays will be recognized:
1. New Year's Day
2. Martin Luther King
3. Presidential Birthday (3rd Monday in February)
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. General Election Day "November"
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day
14. Christmas Eve
15. New Year's Eve

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday, if a holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

C. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Borough under such circumstances as approved vacation time, sick tim or personal time. Employees absent from work immediately preceding or immediately following the holiday may be required to furnish a medical certificate for such absence.

15 ARTICLE XIV VACATIONS

A. Each employee shall be entitled to vacation time as follows:
   1. Five (5) days, if employed and have completed six (6) months of service prior to August 1 in any particular year.
   2. Ten (10) days shall be granted after one (1) year of continuous service before August 1 and through the fifth year of service.
   3. Upon completion of the fifth year of service as of January 1 of any year, five (5) additional days shall be earned in addition to the ten (10) days pursuant to Article XIV, subparagraph A-2.
   4. Upon completion of the tenth year of service, twenty (20) days of vacation shall be earned.
   5. Upon completion of the twentieth year of service, (25) days of vacation.
   6. If a holiday falls during the vacation period, the employee shall be entitled to an additional day of vacation.

B. Vacation periods shall be selected by the employees with the approval of the Department Head in accordance with their rank and seniority provided, however, not more than one (1) employee shall be on vacation at the same time without the permission of the Department Head.

C. All vacations shall be granted at annual salary rate of his base salary.

D. Vacation leave may be accumulated year-to-year provided, however, every member entitled to five (5) or more days of vacation must take at least five (5) days of vacation in every calendar year and provided further not more than10) days of vacation may remain unused and accumulated.

E. Vacation can be taken in one-hour requests.

16 ARTICLE XV SICK LEAVE

A. Service Credit for Sick Leave
   1. Each full-time employee covered by this Agreement shall accrue sick leave after six (6) months of completed service.
   2. Sick leave may be used when an employee is unable to perform his work by reason of personal illness.

3. Sick leave may be permitted for attendance upon a member of the employee's family who is seriously ill, if the permission of the Department Head is obtained.

B. Amount of Sick Leave
   1. Employees who have worked less than six (6) months shall not be entitled to sick leave. Employees who have worked more than six (6) months shall accrue sick leave on the basis of one (1) working day per month during the first calendar year of employment after initial employment with a limit of ten (10) days per year and ten (10) working days per calendar year thereafter.
   2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used for the employee's illness.

C. Reporting of Absence on Sick Leave
   1. If an employee is absent for reasons that entitled them to use sick leave, his supervisor shall be notified if possible, no later than the commencement of the scheduled shift of the day to be taken as sick leave. However, in the event no supervisor can be reached prior to the start of the shift the notification period may be extended to 12 noon.
      a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

D. Verification of Sick Leave
   1. An employee who is absent on sick leave for five (5) or more consecutive days shall submit acceptable medical evidence substantiating the employee's illness or the nature of the illness of a member of his family who is seriously ill.
   2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave may be cause for disciplinary action.
   3. The Borough may require an employee who has been absent on sick leave, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. The examination will establish whether the employee is capable of performing his normal duties, and that his return will not jeopardize the health of other employees

E. Sick Accumulation Upon Retirement
   Upon retirement from the Borough pursuant to the provisions of the Public Employees' Retirement System, accumulated sick leave shall be redeemable by the employee on a day to day basis at the employee's regular rate of pay at retirement as follows:
   1. For employees of the Borough - accumulated and unused sick leave up to a maximum of Ten Thousand Dollars ($10,000.00).

F. Sick leave can be taken in one-hour requests.

17 ARTICLE XVI FUNERAL LEAVE

In the event of death in the immediate family, the employee shall be entitled to up to five (5) consecutive workday's leave of absence without loss of pay, one which is the day of death or

day of funeral. In addition, in the event of death of a spouse or child, the employee may utilize up to five (5) accumulated sick days. The Borough Clerk shall be notified of the death and upon request, the employee shall furnish proof of the death. Immediate family shall be defined as spouse, child, mother, father, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law and any other relative residing in the household of the employee. Paid funeral leave of not more than three (3) days may be given for the death of any other relative of the employee at the sole discretion of the Department Head.

18 ARTICLE XVII JURY DUTY

Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented, shall receive full-time pay minus any compensation received for jury duty service, except travel expenses. Jurors who are dismissed from their duties by noon will return to work for the balance of the day.

19 ARTICLE XVIII MILITARY LEAVE

Military leave will be granted in accordance with applicable New Jersey State and United States Statutes.

20 ARTICLE XIX PERSONAL LEAVE

A. Permanent full-time employees in the employ of the Borough at the signing of this Agreement shall receive three (3) personal leave days per year, not accumulative, for the purpose of conducting personal business which cannot be attended to outside the employee's regular work time.
B. Employees hired on or after January 1, 2009 this Agreement shall receive one (1) personal leave day for each four (4) months of service during their first year of employment. Thereafter, such employee shall be entitled to three (3) personal leave days per year, the same as current employees. Employees hired after January 1, 2015 shall not be entitled to personal leave days.
C. Employees seeking to utilize personal leave days must request permission for the days and such request shall be in writing to their Department Head at least three (3) working days in advance, except in cases of emergencies.

21 ARTICLE XX INSURANCE

A. The Borough will pay for hospitalization and Major Medical Insurance after the completion of three (3) months of employment.
B. The Borough reserves the right to change insurance plans or carriers or to self-insure any or all portions of the insurance benefits, so long as in the aggregated, substantially similar benefits are provided.

C. In the event the Borough plans to change insurance plans or carriers or self-insurers, the Union shall be notified not less than thirty (30) days in advance and furnished a copy of any new plan.
D. Employees will pay five percent (5%) of the cost of dental, hospitalization, and major medical insurance premiums

E. The Borough Employees covered under this Agreement who, have had twenty-five (25) years or more vested in P.E.R.S., upon their retirement from the borough's employ, shall be entitled to have the Borough pay the premium charges for themselves and their dependents (including surviving spouses) in regard to medical and dental insurance coverage. Also, employees (and surviving spouses) who were retired on disability retirement are eligible for such, even if they do not meet the twenty-five (25) year requirement. In addition, the Borough shall be responsible for the payment of Medicare charges for such retirees and their spouses who are covered. The Borough will bear the full expense of such insurance premiums and Medicare charges in accordance with Chapter 88,P.L. 1974, as amended by Chapter 436, P.L. 1981.(These benefits Shall be equal to or better than the benefits the employee has before retirement.)
F. The Borough will provide as in the past a Disability Policy whereby sixty (60) days of medical benefits will be provided to the employee prior to establishing COBRA eligibility on any outside disability.
G. Employees shall have an option to discontinue medical coverage provided by the Borough and receive $4,000 for opting out. However, the employees must provide proof of alternate insurance and should the employee lose coverage, the Borough will pay COBRA until the employee can re-enroll. The $4,000 will be paid in split payments on the anniversary date of the policy as the first $2,000 payment and the other $2,000 paid six months later.

22 ARTICLE XXI PENSION PLAN

The Borough shall continue, for the lifetime of this Agreement, to pay the Borough's portion of the pension costs under the Public Employees Retirement System of New Jersey in effect at the signing of this Agreement.

23 ARTICLE XXII AGENCY SHOP AND DEDUCTION OF FEE

A. Representation Fee
The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to join the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough.
B. Computation of Fair Share Fee
The fair share fee for services rendered by the majority representative shall be in the amount equal to regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eight-five percent (85%) of the regular membership fees, dues and assessments. The

sum representing the fair share fee shall not reflect the cost of financial support for partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

C. Challenging Assessment Procedures
   1. The Union agrees that it has established a demand and return procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
   2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

D. Deduction of Fee
   No fee shall be deducted for any employee sooner than:
   1. The thirtieth (30th) day following the notice of the amount of the fair share fee;
   2. Satisfactory completion of the employee(s) probationary period;
   3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re employment lists.

E. Payment of fee
   The borough shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility
   The Union agrees to meet with affected employees upon request to answer any questions pertaining to this provision.

G. Miscellaneous
   1. The Union shall indemnify, defend and hold 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 fair share information furnished by the Union or its representatives.
   2. Any action engaged in by the Union, its representatives or agents, which discriminates between the non-members who pay the representation fee and members, with regard to the payment of such fee other than as allowed under the law, shall be treated as an unfair practice.

H. Dues Check Off
   Payroll deduction for fees to the Union from members who are employees of the Borough covered by this Agreement shall be made by the Borough upon the submission to the Borough by the Union of notification from said employee authorizing the deduction of dues from his pay. The appropriate Borough official shall forward the dues deductions to the Union at monthly intervals. Employees may withdraw authority from deduction of dues. Any such written authorization to deduct fees may be withdrawn by the employee holding employment at any time by filing of notice of withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

24 ARTICLE XXIII MISCELLANEOUS

A. Safety

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

B. Pay Day

The Borough will continue its present practices with respect to payment of wages and the current pay day practices. In the event the Borough determines in the future to make any Borough-wide changes, the Union will be notified in advance and have an opportunity to discuss same prior to the implementation of any changes which shall not take place for at least thirty (30) days.

C. Part-Time Employee Benefits

Part-time employees covered under this Agreement will receive the following fringe benefits only:

1. Holidays - Prorated holiday pay provided the recognized holiday occurs on the employee's regularly scheduled work day. To be entitled to such prorated holiday pay, the employee must work both the employee's regularly scheduled day before and after the holiday.
2. Vacations - Prorated vacation time off and payment.

25 ARTICLE XXIV MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continuous and uninterrupted operation of the Borough's departments 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 or 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 an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's 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 otherwise activities aforementioned, or support any such action and order all such members who participate in such activities to cease and desist immediately and 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 in the event of such breach by the Union or its members.

26 ARTICLE XXV SEPARABILITY AND SAVINGS

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

27 ARTICLE XXVII LEAVE OF ABSENCE

The employee may request a leave of absence without pay, not to exceed six months by submitting in writing all facts bearing on the request to the Borough. The employer will consider each request for a leave of absence on its merit and the decision on one case shall not establish a precedent in another. Any request for a leave and/or extension of time shall be at the employer's sole discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring in the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

28 ARTICLE XXVI FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement

29 ARTICLE XXVII DURATION

This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2022 without reopening date.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Borough of Flemington on this 11th day of December 2019.

LOCAL 469, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BOROUGH OF FLEMINGTON
HUNTERDON COUNTY, NJ

BY: _____	BY: _____
BY: _____	BY: _____
BY: _____	BY: _____
BY: _____	BY: _____