

AGREEMENT BETWEEN

THE BOROUGH OF FLORHAM PARK

MORRIS COUNTY

AND

LOCAL UNION NO. 469

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

BOROUGH OF FLORHAM PARK  
111 Ridgedale Avenue  
Florham Park, New Jersey 07932

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION .....	3
ARTICLE II	AGENCY SHOP .....	3
ARTICLE III	CHECK-OFF .....	5
ARTICLE IV	PROBATIONARY PERIOD .....	5
ARTICLE V	SENIORITY .....	5
ARTICLE VI	NOTIFICATION TO THE UNION .....	6
ARTICLE VII	PROMOTIONS AND DEMOTIONS .....	6
ARTICLE VIII	CONTRACTING .....	8
ARTICLE IX	SUSPENSION OR REVOCATION OF LICENSE .....	8
ARTICLE X	LAYOFF AND RECALL .....	8
ARTICLE XI	SEPARATION FROM EMPLOYMENT.....	9
ARTICLE XII	JOB STEWARD .....	9
ARTICLE XIII	INSPECTION PRIVILEGES .....	10
ARTICLE XIV	GRIEVANCE PROCEDURE AND ARBITRATION .....	10
ARTICLE XV	DISCHARGE OR SUSPENSION .....	12
ARTICLE XVI	HOURS OF WORK .....	13
ARTICLE XVII	OVERTIME/PREMIUM PAY.....	14
ARTICLE XVIII	WORK BY SUPERVISORS .....	16
ARTICLE XIX	RATES OF PAY .....	17
ARTICLE XX	PAY DAY .....	19
ARTICLE XXI	HOLIDAYS .....	19
ARTICLE XXII	VACATIONS .....	20
ARTICLE XXIII	SICK LEAVE .....	21
ARTICLE XXIV	HEALTH CARE AND DISABILITY INSURANCE PROGRAM.....	25
ARTICLE XXV	PENSIONS .....	26
ARTICLE XXVI	FUNERAL LEAVE .....	27
ARTICLE XXVII	MILITARY SERVICE .....	27
ARTICLE XXVIII	JURY DUTY .....	27
ARTICLE XXIX	UNIFORMS .....	28
ARTICLE XXX	UNION BULLETIN BOARD .....	29
ARTICLE XXXI	SAFETY .....	29
ARTICLE XXXII	SANITARY CONDITIONS .....	29
ARTICLE XXXIII	COMPENSATION CLAIMS .....	29
ARTICLE XXXIV	NON-DISCRIMINATION .....	30
ARTICLE XXXV	NO STRIKE - NO LOCKOUT .....	30
ARTICLE XXXVI	PROTECTION OF RIGHTS .....	31
ARTICLE XXXVII	MANAGEMENT RIGHTS .....	31
ARTICLE XXXVIII	SEPARABILITY AND SAVING CLAUSE .....	31
ARTICLE XXXIX	TERMINATION CLAUSE .....	32
SCHEDULE A	WAGE SPECIFICATIONS.....	33
SCHEDULE A-1	MAXIMUM ANNUAL SALARIES.....	35
SCHEDULE A-2	PROGRESSION INCREASES.....	36
SCHEDULE A-3	GROSS ANNUAL SALARIES.....	37
SCHEDULE B	HEALTH INSURANCE COPAYS/DEDUCTIBLES.....	38

## LABOR AGREEMENT

This AGREEMENT is entered into this 26th day of March, 2024 between LOCAL UNION NO. 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "**UNION**" and the BOROUGH OF FLORHAM PARK, NJ, hereinafter referred to as the "**BOROUGH**".

The effective date of this Agreement is January 1, 2022. The Borough and the Union agree as follows:

### ARTICLE I RECOGNITION

#### **Section 1**

The Borough recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment, benefits and other conditions of employment for all employees in the Public Works Department and the Water and Sewer Utilities, excepting the Office Clerical and other members of Borough management.

#### **Section 2**

For purposes of this agreement the term employee or employees shall mean a member or members of the bargaining unit as set forth in Section (1) of this article.

### ARTICLE II AGENCY SHOP

#### **Section 1**

Purpose of Fee: If an employee covered by this Agreement does not become a member of Local 469 during any membership year (i.e. 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 Local for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Local as majority representative.

## **Section 2**

### Amount of Fee

a. Notification:

Prior to the beginning of each membership year, Local No. 469 will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

b. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by Local No. 469 as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Local 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.

## **Section 3**

### Deduction and Transmission of Fee

a. Notification:

Once during each membership year covered in whole or in part by this Agreement, Local No. 469 will submit to the Borough a list of those employees who have not become members of the Local for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to Local No. 469.

b. Employment:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to Local No. 469 a list of all employees who either began or terminated their employment in a bargaining unit position during the preceding 30-day period. The list will include names, addresses, job titles, social security numbers, rate of pay and dates of employment for all

such employees. Temporary and part-time employees are exempt from payment of the representation fee and change in employment or termination of employment need not be reported.

### ARTICLE III

#### CHECK - OFF

The Borough agrees that it will, on each payroll of each month (24 payrolls per year), deduct the Union dues/representation fee from the pay of each employee for whom the Union has supplied, in accordance with law, a written statement signed by the employee authorizing these deductions. The Borough further agrees that it will transmit such dues/fees along with a list of those employees from whom deductions were made to the Secretary-Treasurer of Local No. 469 within 10 days after the last payroll of each month the dues are deducted.

After an employee has been employed for 125 working days, the Borough agrees to deduct the Union initiation fee and to transmit such deductions as set forth above.

The Union will furnish the Borough a written statement of the dues and initiation fees to be deducted.

### ARTICLE IV

#### PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 125 working days. During this probationary period the Borough reserves the right to terminate a probationary employee for any reason. Such terminated employees shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

### ARTICLE V

#### SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- a. Voluntary Resignation.

- b. Discharge for just cause.
- c. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- d. Continuous layoff beyond recall period for re-employment outlined

elsewhere in this Agreement.

#### ARTICLE VI

##### NOTIFICATION TO THE UNION

The Borough will notify the Union in writing of all promotions, transfers, suspensions and discharges.

The Borough will notify the Union in writing prior to a layoff.

#### ARTICLE VII

##### PROMOTIONS AND DEMOTIONS

#### **Section 1**

The Borough agrees to give preference to employees within the bargaining unit when filling all job vacancies before hiring new employees provided that among employees then in the bargaining unit there are an adequate number who are physically and otherwise qualified to learn the work associated with such vacancies and they are willing to do so.

#### **Section 2**

The Borough shall post all job vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment and requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. However, the posting period shall not be considered closed until all employees have been notified of the vacancy.

### **Section 3**

Employees have the right to bid laterally. A lateral transfer shall be awarded to the most senior employee who bids for the job, provided that he has the physical and other qualifications necessary to fill it. The Borough in its sole discretion shall approve or disapprove of any transfers between units and only if the employee qualifies for said position. Any request to move to the Sewer and Water divisions shall require a current license for the opened position before being considered for said position.

### **Section 4**

When selecting the employee for promotion from among those employees who have bid on a job promotion, the most senior employee shall be awarded the promotion unless he does not have the qualifications to fill the job. In the event that the most senior employee is not qualified, the next most senior employee shall be considered for the position under the same conditions as stated above.

### **Section 5**

The successful bidder shall receive a trial period of ninety (90) days on the new assignment. Such employee shall be compensated at the rate of pay of the new classification.

The Union and the employee will be kept advised of the progress made in learning the new assignment. If during the trial period and after having been given the necessary constructive guidance and assistance necessary to learn the duties associated with the new position the employee fails to successfully meet these requirements, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never vacated.

In the event a surplus exists in a particular classification, employees with the least lower classification seniority shall be demoted to the next lower classification. Such demoted employees shall be maintained at their old rate for a period of four (4) weeks before being reduced to the rate of pay of the classification demoted to.

### **Section 6**

When an employee is promoted from a lower rated job to a higher rated

job, they shall be placed in the lowest step of the higher rated job that will provide at least a 5% increase in base wages.

#### ARTICLE VIII

##### CONTRACTING

The Borough reserves the right to continue contracting all types of work which it has normally been contracting in the past and to contract certain types of work which may arise in the future. In the latter case the Borough agrees to notify the Union in advance of such proposed contracting.

The Borough may contract work only if the following conditions are met:

- a. There are no employees on layoff with unexpired recall rights who are qualified to perform the work which will be sub-contracted.
- b. No employees will be laid off during the period of the work being contracted.
- c. The work cannot be done by the existing employees within the time such work is required to be completed.

#### ARTICLE IX

##### SUSPENSION OR REVOCATION OF LICENSE

In the event that an employee loses the use of his New Jersey Driver's License, the Borough will, when possible, endeavor to continue his employment during the period of suspension or revocation. All employees will comply with the Federally Mandated Anti-Drug/Alcohol Plan 49CRF, Parts 40, 199 and 352, which the Borough has adopted by Ordinance

#### ARTICLE X

##### LAYOFF AND RECALL

The Borough may reduce the working force due to lack of work from any cause including budgetary constraints. In such case, the following procedure shall apply.

- a. Employees shall be laid off in the order of least total seniority, regardless of classification, provided those employees remaining are capable of doing the work which must be performed. In cases



where they are not capable of doing the work available, less senior persons who are capable of doing it will be retained.

- b. Notice of such layoffs will be given at least 45 days before the scheduled layoff.
- c. A laid-off employee shall have preference for re-employment for a period of eighteen months.
- d. The Borough shall rehire laid off employees in the order of greatest employment seniority provided that those who would be rehired on that basis are capable of performing the work available.
- e. Notice of re-employment availability shall be sent to a laid off employee by registered or certified mail to the last known address of such employee. The employee must respond within seven (7) workdays of his intent to return to work or it will be assumed that he does not desire re-employment.

#### ARTICLE XI

##### SEPARATION FROM EMPLOYMENT

Upon discharge the Borough shall immediately pay all monies, including earned unused vacation pay, due the employee.

Upon quitting, the Borough shall pay all monies due to the employee including earned unused vacation pay, on the payday following the resignation.

#### ARTICLE XII

##### JOB STEWARD

The Borough recognizes the right of the Union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances 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 stoppages, slow downs, disruption of job performance, or any other interference with the Borough's business.

The job steward or alternate has no authority to take strike action, or any other action interrupting the Borough's business.

The Borough recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The job steward or alternate shall be permitted to investigate, present and process grievances on or off the property of the Borough provided that during his working hours the job steward or alternate shall obtain permission from his supervisor before conducting such activity.

Before a steward or alternate may officially act in such capacity the Union must notify the Borough in writing of his appointment.

### ARTICLE XIII

#### INSPECTION PRIVILEGES

Providing prior notice is given to the Borough, authorized agents of the Union shall have access to the Borough's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Borough's work schedule.

### ARTICLE XIV

#### GRIEVANCE PROCEDURE AND ARBITRATION

##### **Section 1**

A grievance shall mean alleged violation of any provision of this Agreement. An employee may be represented by an officer of the Union at any or all of the grievance steps provided for below.

## **Section 2**

The procedure for handling a grievance by an employee shall be as follows:

### **Step 1**

Any employee having a grievance shall within ten (10) days after the occurrence of the grievance submit it in writing to the Director of Public Works or the Borough Administrator, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) days of its occurrence shall be considered void.

### **Step 2**

If the grievance is not resolved at Step 1 within five (5) days it shall be submitted to the Borough Administrator, who shall respond to it within five (5) days of its receipt from the Director of Public Works or the Borough Administrator.

### **Step 3**

If the grievance is not resolved at Step 2 within five (5) days it shall be submitted to the Mayor and Council, who shall respond to it within a reasonable period of time.

### **Step 4**

The Mayor and Council shall submit to the Union in writing a final statement on its position. Arbitration procedures must be initiated by the Union within ten (10) days after the Mayor and Council have submitted its written answer or the case shall be considered closed.

## **Section 3**

If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Mediation and Conciliation Service for the selection of an arbitrator. After the Service submits a list of Arbitrators to the Union and the Employer, each shall reply with its preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The decision of the Arbitrator shall not be considered a precedent for future interpretation of the provisions of this Agreement.

## ARTICLE XV

### DISCHARGE OR SUSPENSION

#### **Section 1**

The Borough shall not discharge nor suspend any employee after completion of the probationary period as defined in Article IV without just cause. In all cases involving the discharge or suspension of any employee, the Borough will notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office, within one (1) working day from the day of the discharge or suspension.

Unless the circumstances of the case make it unwise or impractical to do so, before an employee is discharged, there shall be a written notice to the Union stating the reason(s) for the intended discharge. As soon thereafter as it is practicable to do so a conference shall be held between the Union and the Borough for the purpose of reviewing the matter.

#### **Section 2**

Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 3 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

ARTICLE XVI  
HOURS OF WORK

**Section 1**

The basic workweek for all employees hired prior to January 1, 2008, shall consist of a total of forty (40) hours within a five (5) day period, Monday through Friday. Employees hired on or after January 1, 2008, may be hired to work a basic work week of Tuesday through Saturday, at management's discretion. Employees hired after January 1, 2014, may be hired to work a basic work week of Sunday through Thursday provided there is a two week notification prior to the implementation of the schedule change. No employee working the Sunday through Thursday basic work week shall be paid Double Time for wages worked on any Sunday that would be part of their normally scheduled period of work.

**Section 2**

Each workday shall consist of eight (8) hours divided into two (2) periods separated by a 45 minute unpaid lunch period, which will be from 12:00 noon until 12:45 PM.

**Section 3**

Scheduled hours of work at the time of the signing of this Agreement are:

7:00 AM to 3:30 PM (All employees).

Summer hours (May 1 to October 1 of each year of this Agreement): 6:30 AM to 3:00 PM.

**Section 4**

Employees will be requested to work overtime when necessary. The Borough will make a reasonable effort to excuse employees who have personal commitments, however this will not reduce the employee's obligation to work overtime when assigned.

**Section 5**

Employees working at least four (4) hours overtime shall be entitled to a meal allowance of \$30.00. Should overtime requirements in any single instance extend to an additional (8) hours beyond the initial four (4) hour period, employees will be entitled to receive a second meal allowance of \$30.00. Should conditions warrant, and at the discretion of the Director of Public Works, meal allowances may be made as direct cash payments to employees.

## **Section 6**

Employees shall be allowed a paid 15-minute break once during each during the first half of the work day. During the second half of the work day, employees may take an informal break on the road or while working in the field.

## **Section 7**

The employer agrees to guarantee an employee called in to work outside of his regular work schedule a minimum of four (4) hours work or pay in lieu thereof. This provision is not applicable if an employee is called in to begin his regular work shift at a time earlier than his regular starting time.

## **Section 8**

- A. Borough Hall Closure: If Borough Hall is closed for any reason and the employees who are sent home are in a paid status, the DPW employees who remain, shall be paid additional comp time for the hours the town hall employees are in paid status. DPW employees shall receive one hour of comp time for every hour the white collar employees who are paid to work from home during emergency work being performed by DPW employees during declared States of Emergency.
- B. All unscheduled call-ins at or prior to the start of the shift or at the end of the workday shall be guaranteed four hours of applicable pay.

## ARTICLE XVII

### OVERTIME/PREMIUM PAY

Employees shall receive overtime or premium pay in accordance with the following schedule:

1. 1 1/2 times the straight time hourly rate for all hours worked in excess of eight (8) in any calendar day.
2. 1 1/2 times the regular straight time hourly rate for all hours worked on Saturday (unless scheduled to work Tuesday through Saturday shift).
3. Double the regular straight time hourly rate for all hours worked on Sunday.

(unless scheduled to work Sunday through Wednesday)

4. Double the regular straight time hourly rate for all hours worked on one of the holidays set forth in this Agreement plus regular straight time pay.
5. Any employee required to work on Sunday or on one of the holidays allowed in this Agreement shall receive a minimum of four (4) hours pay at double time as minimum pay for the call out.
6. All scheduled overtime will be finalized one week prior to the work being performed, **when possible.**

Opportunity to earn overtime/premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

Compensatory time in lieu of overtime/premium pay may be taken upon the following conditions:

1. Employees must declare by the 1<sup>st</sup> day of each calendar quarter (January 1, April 1, July 1, and October 1) whether they prefer to receive overtime/premium pay or compensatory time for that quarter; if no declaration is made by the employee the employee will receive overtime/premium pay.
2. Compensatory time off will be scheduled by management in accordance with the Department's current policy for scheduling time off and based on the principle that all employees will be permitted to use the time off within a reasonable period after making the request as long as it does not unduly disrupt the operations of the Department.
3. Compensatory time may accumulate and be carried over into succeeding calendar years up to a total of 40 hours. Any hours earned over 40 will be compensated by overtime/premium pay.

#### ON-CALL PAY

Water and Sewer employees who are on-call for water and sewer emergencies will be entitled to on-call pay of \$250 for one week of on-call time. The on-call duties shall be rotated among the qualified employees on a weekly basis.

ARTICLE XVIII  
WORK BY SUPERVISORS

**Section 1**

Borough supervisors of the grade of Superintendent or higher in the Buildings and Grounds Department and in the Road and Water Departments, will not normally do the work of the type ordinarily done by employees under their supervision.

**Section 2**

It is recognized, however, that circumstances will arise where such management personnel will be required to perform work normally identified as bargaining unit work. However, under no circumstances will such work include the following:

- a. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.
- b. Snow Removal: Borough supervision shall not operate vehicles or otherwise perform bargaining unit work during snow removal emergencies.
- c. Special Project Work: Borough supervision shall not perform work during normal working hours or out of hours on projects of a special nature in lieu of granting overtime to bargaining unit employees to perform such work.
- d. Borough supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.
- e. Borough supervision shall not perform Overtime/Premium Pay work as described in Article XVII or work operating equipment as set forth in Article XIX, Section 2, which is normally performed exclusively by bargaining unit employees unless no bargaining unit employees are available to do the work and/or there is an emergency situation.
- f. All scheduled time spent assuming the role of a supervisor shall be paid at the applicable premium rate. The supervisor replacement shall be authorized by the Director of Public Works or his designee.



**Section 3**

Emergency conditions may require the performance by management employees of any type work required by the occasion if all practicable means of meeting the situation have been exhausted.

**Section 4**

Section 1 shall not apply in those cases where a supervisor is assigned to do bargaining unit work for his training on a project involving new developments or major changeovers or in a case where a supervisor is giving training or instruction to a bargaining unit employee. Under such conditions, no reduction in the normal assignment of bargaining unit employees will be made as a result.

ARTICLE XIX

RATES OF PAY

**Section 1**

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made a part of this Agreement.

**Section 2**

a. When an employee with title of Driver/Laborer or other Union employee is assigned to operate the equipment or perform the duties listed below for four (4) or more hours in a day, he shall be paid a differential for the day of twenty-five dollars (\$25.00).

EQUIPMENT/DUTIES

- |  |                         |
|--|-------------------------|
| (1) Backhoe                              | (9) Bucket Truck (R-2)  |
| (2) Front End Loader                     | (10) Side-Mounted Mower |
| (3) Ford Tractor when used with bucket   | (11) Jacobsen Mower     |
| (4) Catch Basin Truck (R-11)             | (12) Sewer Jet          |
| (5) Skid Loader                          | (13) Fork Lift          |
| (6) Small Backhoe when hoe is being used | (14) Clam Truck         |
| (7) Specialty Hydraulic Equipment        | (15) Cube Truck         |
| (8) Laboratory Premium Pay               | (16) Mini Excavator     |
| (see Appendix A for qualifications)      | (17) Stump Grinder      |

- b. When an employee is operating the above equipment on an overtime basis and when the employee has operated such equipment for at least four (4) hours, during the basic workday or at least four (4) hours, during the overtime period, the premium pay differential shall be added to the employees' basic daily rate for the purpose of computing premium pay.
- c. Working in a Higher Title/Special Project(s) – Any employee being assigned by the Director of Public Works or his designee who works in a higher title or on a special project shall be paid an additional \$100.00 a day plus his regular applicable hourly rate for all the time spent in performing the assigned duties. **Special projects shall be consistent with DPW operations only.**

### **Section 3**

When an employee with the title of Driver/Laborer or Assistant Mechanic is assigned duties included in the Water Operator Classification, the employee shall be paid the corresponding Water Operator rate, provided such assignment is for four (4) or more hours in a day.

### **Section 4**

The Borough requires each new hire to present a Commercial Drivers License (CDL) as a condition of employment.

The Borough will arrange and pay for training to obtain a CDL for employees currently on the payroll and will arrange and pay for licensing and/or certification to operate other equipment for which new or revised licensing or certification requirements are introduced subsequent to an employee having been hired.

### **Section 5**

When a new job is created, the Borough shall establish a rate of pay for it based upon comparison of the rates paid for other jobs in the bargaining unit. In the event that the Union desires to negotiate on this subject, they must notify the Borough of their intention to do so within fifteen (15) days of that notification to the Union.

**Section 6**

During snow emergency operations, the Sewer and Water unit shall be given the hourly rate of the DPW truck driver rate and during sewer and water operations, when an equipment operator is required, he shall be given the higher hourly rate that encompasses the sewer and water hourly rates.

ARTICLE XX

PAY DAY

**Section 1**

Employees will be paid all earnings twice a month by check during working hours. Paychecks will be issued on the 15<sup>th</sup> day and the last day of the month, when those days fall on a weekday, or on the preceding weekday when the 15<sup>th</sup> or last day of the month fall on a weekend or a Holiday.

**Section 2**

Vacation pay will be paid on the payday prior to the start of an employee's vacation, if the employee so requests.

ARTICLE XXI

HOLIDAYS

Each employee shall receive eight (8) hours pay for each of the following holidays:

- |                             |                                |
|-----------------------------|--------------------------------|
| New Year's Day              | Columbus Day                   |
| Martin Luther King, Jr. Day | Veterans Day                   |
| Presidents Day              | Thanksgiving Day               |
| Good Friday                 | Day following Thanksgiving Day |
| Memorial Day                | Christmas Day                  |
| Independence Day            | Day to be selected by Council  |
| Labor Day                   |                                |

Any holiday which falls on Saturday shall be celebrated on the preceding Friday.

Any holiday which falls on Sunday shall be celebrated on the following Monday.

If any Borough employees are provided with the Juneteenth holiday, then all employees covered by this agreement shall receive said holiday.

## ARTICLE XXII

### VACATIONS

#### **Section 1**

Vacation periods with pay shall be granted in each calendar year to all permanent full-time employees subject to the following service factors:

- a. Employees engaged on or after July 1 of the current year - No Vacation
- b. Employees who will complete six (6) months of net credited continuous service on or before Dec. 31 of the current year - Five Working Days
- c. Employees who will complete one year but less than five (5) years of credited continuous service on or before Dec. 31 of the current year - Ten Working Days
- d. Employees who will complete five (5) or more years of credited continuous service on or before Dec. 31 of the current year - Fifteen Working Days
- e. Employees who will complete eleven (11) or more years of credited continuous service on or before Dec. 31 of the current year - Twenty Working Days
- f. Employees who will complete twenty-one (21) or more years of credited continuous service on or before Dec. 31 of the current year - Twenty-Five Working Days

Employees who have completed twenty-one (21) or more years of credited continuous service may be allowed to convert up to four (4) unused vacation days into sick days to be retained in their sick bank.

#### **Section 2**

Vacation schedules shall be posted by February 1 of each year. Preference for vacation time selection shall be granted employees in the order of greatest total employment seniority in the bargaining unit except that no more than ten (10) consecutive work days may be selected by an employee regardless of seniority before the next most senior employee selects his or her vacation. This selection process shall prevail until all employees in the bargaining unit have made their initial selections.

In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request. The Borough may request proof substantiating death or disability and the employee must take the remaining vacation within the same calendar year that the original vacation was scheduled.

### **Section 3**

Each employee is authorized three personal days per year to be used at his own discretion. No advance notice is required to utilize a personal day.

### **Section 4**

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Job Steward and the Department Head.

## ARTICLE XXIII

### SICK LEAVE

#### **Section 1**

The following definitions shall apply to this article:

a. Excused Absence: Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three days or less; or for which employee presents a physician's certificate that the employee was unable to perform his duties for a period longer than three days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

b. Injury Leave: Excused absence granted by reason of injury sustained on the job, which is not the result of the employee's misconduct. Self-inflicted injury is not excusable.

c. Loss of time benefit; Compensation payable after the first month of excused absence or after accumulated sick leave is exhausted, whichever occurs first, but in no case less than fifteen working days after the excused absence began. It is credited to employees after the beginning of their second year of employment with the Borough.

d. Sick Leave: Excused absence granted by reason of illness or injury; provided such illness or injury is reported to management within 24 hours of its occurrence; it also includes absence due to death or serious illness in employee's immediate family (parents, wife or children) such that the employee's presence is required to alleviate hardship. Self-inflicted injury is not excusable.

## **Section 2**

Calculation and Accumulation:

a. Each person covered by this Agreement shall accumulate sick leave at a rate of one day for each month of employment for a maximum of 11 months, or major part thereof. The total maximum accumulation of sick leave shall be 150 days.

b. Injury Leave - Each employee covered by this Agreement shall have available to him a maximum of 60 working days.

c. Each employee covered by this agreement shall earn loss of time benefits at the rate of 2 months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of 1 year.

## **Section 3**

Payments:

a. To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided that where worker's compensation payments are received, the leave and loss of time benefits will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Worker's compensation payments from both sources will equal the injury leave entitlement.

b. An employee whose absence is not excused will forfeit an equal amount of vacation time or if he has no accumulated vacation time, he will not be paid for such absence.

c. Sick and injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee's pay, or two hundred fifty dollars (\$250.00) per week, whichever is lesser for the total number of accumulated days.

d. Payments will be made for injury leave, sick leave and loss of time benefit in that order. Example: An employee entitled to injury leave will be paid up to sixty days; then his sick leave entitlement may be used until exhausted; thereafter he would receive his loss of time benefits.

e. 1) In the event that an employee with at least five years' service retires, he shall be entitled to one-half day's pay at his regular straight-time rate for each day up to a maximum of one hundred days (100) of unused sick leave he has credited to him at the time of separation from the Borough.

In accordance with N.J.S.A. 40A:9-10.4, the Borough shall not pay supplemental compensation to any employee for accumulated unused sick leave in an amount in excess of \$15,000. This provision shall apply only to employees who commence service on or after the effective date of P.L. 2010, c.3 (May 21, 2010).

2) Except as provided in paragraph (1) of this subsection, unused sick leave, injury leave and loss of time benefits are not compensable when an employee is separated.

f. The Borough reserves the right to re-examine any employee to whom payments for excused absences are being made. If the Borough physician, or the Borough insurance company's physician, certifies that any such employee is capable of performing the duties of his position, such employee's excused absence will be terminated as of the date the employee became capable of performing his duties.

g. Each employee covered by this Agreement shall earn a lump sum payment of two hundred dollars (\$200.00) for perfect attendance during the calendar year. Perfect attendance is defined as having no absence during the preceding year. The list of employees entitled to payment will be certified by the Director of Public Works by January 15<sup>th</sup> of the subsequent year. Payment will be made in the second pay period of January.

#### **Section 4.**

##### Appropriate/Excessive use of Sick Leave

a. Borough management must be satisfied that sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required if abuse is indicated. An employee falsely claiming sick time will be subject to disciplinary action.

b. Employees who demonstrate a continued problem with attendance will be subject to disciplinary action, up to and including termination.

c. If excessive absence is indicated, medical documentation may be required any time and must be in the form of a certificate of a licensed physician. Failure to provide documentation upon request will result in a denial of sick leave payment and will lead to disciplinary action, up to and including termination.

d. When an employee is absent from duty claiming illness on two or more occasions within any 30 calendar day period, his or her supervisor will discuss and document the reasons for absences with the employee and a notation will be entered on the employee's attendance record indicating the employee was counseled.

e. When an employee is absent from duty, claiming personal illness on four (4) or more occasions within any six (6) month period, his or her supervisor will review the reasons for the absence with the employee. If discipline is appropriate, the employee will be warned and advised in writing that steps should be taken to improve his/her attendance or he/she may be required to submit satisfactory evidence as to future illness.

f. When an employee is absent from duty claiming personal illness on six (6) or more occasions within any six (6) month period, the employee's supervisor will once again discuss the absences with the employee, and then advise and reinstruct the employee in writing that future absences may be excessive and subject him or her to disciplinary action. When an employee is absent on one (1) other occasion after receipt of such a written notice, the employee's supervisor may initiate disciplinary proceedings against the employee for excessive absenteeism, up to and including termination.

g. When an employee's absences fall into a pattern regardless of the number of occasions, appropriate disciplinary action will be taken, up to and including termination.



h. The Borough reserves the right to contact any employee who calls out sick to confirm that such employee is home during their normal working hours. Any employee who is not confirmed to be at home when called may be subject to disciplinary action, including counseling, suspension, etc., at the discretion of the Director of Public Works.

## ARTICLE XXIV

### HEALTH CARE AND DISABILITY INSURANCE PROGRAMS

#### **Section 1**

The Borough agrees to provide, and continue in force for the term of this contract, a plan of group medical, prescription and dental insurance for the benefit of the employees and their eligible dependents. The Borough agrees that if any changes are made to the program during the term of the contract that the benefits of the new program will be equal to, or better than, those in effect at the inception of this contract, unless otherwise agreed to by the bargaining unit.

#### **Section 2**

All unit employees shall be required to contribute 1.5% of their base pay toward the premium costs for health benefits including, but not limited to, hospitalization, major medical, dental and prescription coverage provided to the employee and his or her eligible dependents. For the term that P.L. 2011, C.78, or any other law, specifically requires that employees pay a premium share contribution in excess of 1.5% of salary such premium contribution shall be paid by employees. Upon the end of any specific legislative requirement to pay more than 1.5% of salary, the employees shall continue to pay the same rate or the contract will be subject to renegotiation. All premium cost contributions shall be pre-tax.

Effective January 1, 2011, all copays and deductibles under the Borough's group medical and prescription insurance shall be as set forth on Schedule B.

Effective January 1, 2011, no employees may be covered under the Traditional Coverage plan, including new hires, employees currently on the payroll, or retirees.

**Effective with this contract, retirees eligible for health benefits in retirement shall contribute a flat dollar amount of 6% for the Chapter 78 annual cost of their Borough health benefits.**

### Section 3

In accordance with N.J.A.C. 52:14-17.38, the Borough of Florham Park agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors. As previously noted, **effective with this contract, retirees eligible for health benefits in retirement shall contribute a flat dollar amount of 6% for the Chapter 78 annual cost of their Borough health benefits.** This is based on 25 years or more of service credited in such retirement system, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B. of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefit Commission.

### Section 4

The Borough agrees to sponsor a voluntary short-term disability program for the benefit of the members of the Bargaining Unit. Those members who elect to participate in the program will be solely responsible for their premiums on their own policies. This program will not be considered a group insurance program and the Borough will not share in the cost of the program, nor pay any portion of the premiums, except as described below.

The Borough's responsibility will be limited to payroll deducting premiums for those members of the bargaining unit who elect to participate in the program and to remit payment to the insurance carrier. The Borough will serve on only as the sponsor of the program as selected by the Bargaining Unit and will have no fiduciary role.

## ARTICLE XXV

### PENSIONS

All practices and benefits presently in effect relating to the Public Employees Retirement System shall continue without change.

ARTICLE XXVI

FUNERAL LEAVE

The Borough agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

The employee's immediate family is considered to include: Spouses, Children, Brothers, Sisters, Parents, Parent-in-law, Brother-in-law, Sister-in-law, Grandchildren, and Grandparents of employee or spouse.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Borough may request submission of proof.

ARTICLE XXVII

MILITARY SERVICE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training Act and amendments thereto shall be granted all rights and privileges provided by the Act.

Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE XXVIII

JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Borough.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE XXIX

UNIFORMS

The Borough shall provide and maintain at no cost to the employee the following uniforms:

SUMMER

5 pairs pants

5 shirts

1 jacket

5 T-shirts

WINTER

5 pairs pants

5 shirts

1 jacket

1 hat

The Borough shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties. It is the employee's responsibility to take reasonable care of issued protective equipment along with utilizing it in situations where required and/or mandated by policy. Failure to do so will result in progressive disciplinary action:

Safety glasses

Safety shoes at a total cost not to exceed \$300.00 per year

Gloves

Slush boots

Safety hat

Rain suit

Hearing protection

Safety vest

The Borough shall replace uniforms, protective clothing and other issued equipment on a fair wear and tear basis.

Shorts may be worn in conjunction with DPW policies (i.e. not permissible when working with asphalt or weed-whacking).

ARTICLE XXX

UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXXI

SAFETY

The Borough shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The Borough shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

ARTICLE XXXII

SANITARY CONDITIONS

The Borough agrees to maintain a clean, sanitary washroom with hot and cold running water, toilet facilities and individual lockers. Employees on their part agree to take reasonable care of the equipment and washrooms, including not littering the area.

ARTICLE XXXIII

COMPENSATION CLAIMS

**Section 1**

The Borough shall provide Worker's Compensation protection for all employees, as required by law.

## **Section 2**

In the event that an employee is injured on the job, the Borough shall pay such employee wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of his regular shift. If an employee who has returned to regular duties after sustaining additional medical treatment and if the doctor cannot schedule a visit for him outside of his regularly scheduled working hours, the employee shall be permitted to visit the doctor without loss of pay for any part of his regularly scheduled working hours he is required to be away from the job in order to keep the appointment with the doctor.

### ARTICLE XXXIV

#### NON-DISCRIMINATION

The Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

### ARTICLE XXXV

#### NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Borough's business, and the Borough agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE XXXVI

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XXXVII

MANAGEMENT RIGHTS

All aspects of the management of the business of the Borough and the management and direction of the employees covered by this Agreement are retained by the Borough unless expressly modified by the terms of this Agreement.

ARTICLE XXXVIII

SEPARABILITY AND SAVING CLAUSE

If any Article or Section of This Agreement or of any Supplements 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 or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which enforcement has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate

collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXIX

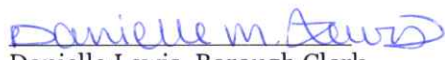
TERMINATION CLAUSE

The Agreement shall be in full force and effect from January 1, 2022 to and including December 31, 2025 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal, this 26th day of March, 2024 to be effective as of January 1, 2022.

FOR THE BOROUGH:

  
Mark Taylor, Mayor

  
Danielle Lewis, Borough Clerk

FOR THE EMPLOYEES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



**SCHEDULE A**  
**WAGE SPECIFICATIONS**

As of 1/1/2022, all employees under the collective agreement shall receive a 10% increase in salary.

In addition, employees holding the following certifications shall receive a one-time 4% increase in their base salary. If an employee holds more than one of these certifications, he is only eligible to receive the increase for one of the certifications:

CDL A License  
Tanker Endorsement  
Pesticide Certification  
Fertilizer Certification  
Air Conditioning Certification  
Arborist Certification  
Underground Storage Certification  
Confined Space Entry Certification (Sewer and Water employees only)

In addition, any employee assuming volunteer sanctioned fire-fighting duties for the Borough or another municipality, shall receive a \$2,000.00 (subject to Borough Administrator review) increase in their base salary beginning on 1/1/2024. They will also receive a time and one-half comp time value for responding to active alarms plus their regular salary if working during the turnout of said alarm. They will also receive four (4) hours of comp time at the rate of time and one-half for training purposes each year.

The starting salary for any new employees who are non-CDL drivers will be 4% less than the contract mandated starting salary. Once the employee obtains a CDL-B license, their salary would increase to the contract mandated starting pay.

To qualify for the Laboratory premium pay, Sewer employees must have the following qualifications:

- Completed training (to the Lab Manager's satisfaction) on all **basic** lab procedures, techniques, and methods, including pH, Mixed Liquor Suspended Solids, Total Solids, Volatile Solids, Settleability, Dissolved Oxygen, and sample collection; and

- Completed training (to the Lab Manager's satisfaction) on all **advanced** lab procedures, techniques and methods, including Biological Oxygen Demand, Phosphorous, E.coli, Ammonia, Total Suspended Solids, Total Dissolved Solids, composite sampler operation, and sample preservation.

**SCHEDULE A-1**

**MAXIMUM ANNUAL SALARIES**

	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Driver/Laborer	\$76,008	\$76,008	\$76,008	\$76,008
Water Operator Sewer Operator Assistant Mechanic	\$78,471	\$78,471	\$78,471	\$78,471
Lead Mechanic/Fabricator	\$99,769	\$99,769	\$99,769	\$99,769
Water Utility Foreman Supervisor Collection System Vehicle Maintenance Foreman Road Foreman Buildings & Grounds Foreman	\$99,769	\$99,769	\$99,769	\$99,769
Sewer Operator/Utility Mechanic	\$86,615	\$86,615	\$86,615	\$86,615

**SCHEDULE A-2**

**PROGRESSION INCREASES FOR EMPLOYEES**

<b>CLASSIFICATION</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
DRIVER/LABORER				
START	\$58,661	\$58,661	\$58,661	\$58,661
STEP 1	64,196	64,196	64,196	64,196
STEP 2	67,018	67,018	67,018	67,018
STEP 3	69,843	69,843	69,843	69,843
STEP 4	72,669	72,669	72,669	72,669
STEP 5	76,008	76,008	76,008	76,008
SEWER/WATER OPERATOR ASSISTANT MECHANIC				
START	\$58,661	\$58,661	\$58,661	\$58,661
STEP 1	65,280	65,280	65,280	65,280
STEP 2	68,576	68,576	68,576	68,576
STEP 3	71,875	71,875	71,875	71,875
STEP 4	75,171	75,171	75,171	75,171
STEP 5	78,471	78,471	78,471	78,471
LEAD MECHANIC/FABRICATOR				
START	\$76,870	\$76,870	\$76,870	\$76,870
STEP 1	79,448	79,448	79,448	79,448
STEP 2	82,027	82,027	82,027	82,027
STEP 3	84,607	84,607	84,607	84,607
STEP 4	87,187	87,187	87,187	87,187
STEP 5	99,769	99,769	99,769	99,769
WATER UTILITY FOREMAN SUPERVISOR COLLECTION SYSTEM VEHICLE MAINTENANCE FOREMAN ROAD FOREMAN BUILDINGS & GROUNDS FOREMAN				
START	\$75,760	\$75,760	\$75,760	\$75,760
STEP 1	80,244	80,244	80,244	80,244
STEP 2	84,730	84,730	84,730	84,730
STEP 3	89,214	89,214	89,214	89,214
STEP 4	93,702	93,702	93,702	93,702
STEP 5	99,769	99,769	99,769	99,769
SEWER OPERATOR/UTILITY MECHANIC				
START	\$73,760	\$75,143	\$76,645	\$78,179
STEP 1	76,061	77,583	79,134	80,717
STEP 2	78,453	80,022	81,623	83,255
STEP 3	-	81,622	82,463	84,112
STEP 4	-	83,254	84,112	84,917
STEP 5	-	84,920	85,795	86,615

**SCHEDULE A-3**

**GROSS ANNUAL SALARIES**

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
STEPHENSON	\$77,585.00	\$77,585.00	\$77,585.00	
VINCI	\$99,769.00	\$99,769.00	\$99,769.00	\$99,769.00
STINER*	\$99,769.00	\$99,769.00	\$101,769.00	\$101,769.00
HUNCHAK	\$99,679.00	\$99,679.00		
RUTA*	\$77,585.00	\$77,585.00	\$79,585.00	\$79,585.00
WILLIAMS, A.	\$99,769.00	\$99,769.00	\$99,769.00	\$99,769.00
DRAYTON#	\$83,248.00	\$83,248.00	\$83,248.00	\$83,248.00
JENKINS	\$80,689.00	\$80,689.00	\$80,689.00	
LANDISHMAN	\$77,585.00	\$77,585.00	\$77,585.00	\$77,585.00
LYNCH, SR.#	\$80,689.00	\$80,689.00	\$80,689.00	\$80,689.00
DENNIG	\$77,030.00	\$77,030.00		
MAINES	\$77,030.00	\$77,030.00	\$77,030.00	\$77,030.00
HAGENBUSH	\$77,030.00	\$77,030.00	\$77,030.00	\$77,030.00
LINDEN	\$77,030.00	\$77,030.00	\$77,030.00	\$77,030.00
TRAVER#	\$82,672.00	\$82,672.00	\$82,672.00	\$82,672.00
O'DELL#	\$82,672.00	\$82,672.00	\$82,672.00	\$82,672.00
BASSOLINO#*	\$103,760.00	\$103,760.00	\$105,760.00	\$105,760.00
EDDY#	\$81,610.00	\$81,610.00	\$83,610.00	\$83,610.00
VLAZNY#	\$81,610.00	\$81,610.00	\$81,610.00	\$81,610.00
CHIAROLANZIO*#	\$78,915.00	\$78,915.00	\$80,915.00	\$80,915.00
LYNCH, JR.#	\$83,454.00	\$87,940.00	\$92,424.00	\$96,912.00
WILLIAMS, W.#	\$83,454.00	\$87,940.00	\$92,424.00	\$96,912.00
CHAN#	\$78,045.00	\$81,346.00	\$81,346.00	\$81,346.00
NATUNEN#*	\$74,618.00	\$77,914.00	\$83,214.00	\$83,214.00
COLIE#	\$69,586.00	\$72,411.00	\$75,237.00	\$78,576.00
WILLIAMS, C.	\$67,018.00	\$69,843.00	\$72,669.00	\$76,008.00
MASUCCI	\$66,542.00	\$69,364.00	\$72,189.00	\$75,015.00
DONOHUE#	\$61,007.00	\$66,542.00	\$69,364.00	\$72,189.00
RUGGIERO		\$58,661.00	\$64,196.00	\$67,018.00
CALLAGHAN		\$58,661.00	\$64,196.00	\$67,018.00
NUNEZ-RODRIGUEZ+			\$56,315.00	\$61,628.00
HAND-BALLOCH+			\$56,315.00	\$61,628.00
FAITH			\$58,661.00	\$64,196.00
RATTA			\$58,661.00	\$64,196.00

*#includes extra 4%; \*includes \$2,000.00 volunteer fire pay; +does not have CDL*

**SCHEDULE B**

**COPAYS AND DEDUCTIBLES FOR MEDICAL AND PRESCRIPTION COVERAGE**

**EFFECTIVE JANUARY 1, 2022**

<b>Plan Design</b>	<b>Horizon Direct Access 10</b>	<b>Horizon Direct Access 15</b>
Provider Copay	\$10 Primary Care Provider \$10 Specialist	\$15 Primary Care Provider \$15 Specialist
Deductible (in-network)	None - Individual None - Family	None - Individual None - Family
Emergency Room Copay	\$25	\$50
Pharmacy (Maxor)	\$5 Generic \$10 Brand \$20 Non-Preferred Brand	\$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand

<b>Plan Design</b>	<b>Horizon Direct Access 15/25</b>	<b>Horizon My Way HRA</b>
Provider Copay	\$15 Primary Care Provider \$25 Specialist	100% covered for both Primary Care Provider and Specialist after deductible is met
Deductible (in-network)	None - Individual None - Family	\$2,500 - Individual \$5,000 - Family
Emergency Room Copay	\$75	100% covered after deductible is met
Pharmacy (Maxor)	\$5 Generic \$10 Brand \$20 Non-Preferred Brand	\$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand