

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

International Brotherhood of Electrical Workers
Local Union No. 1289



AND THE

Borough of South River
Middlesex County, New Jersey



FOR THE PERIOD OF
JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS
COLLECTIVE BARGAINING AGREEMENT-IBEW 1289

Article One Preamble	4
Article Two Recognition	4
Article Three Embodiment of Agreement	5
Article Four Grievance Procedure	5-7
Article Five Loyalty-Efficiency-Non-Discrimination	8
Article Six Bargaining & Representation	8
Article Seven Access	9
Article Eight Check-Off	9-10
Article Nine Management Rights	10
Article Ten No Strikes or Lockouts	11
Article Eleven Seniority & Service	11-12
Article Twelve Job Bidding	12
Article Thirteen Education & Training	13
Article Fourteen Provisional & Probationary Period	14
Article Fifteen Overtime	14-15
Article Sixteen Leave without Pay	15-16
Article Seventeen Military Leave	16
Article Eighteen Jury Duty	17
Article Nineteen Fire Retardant Clothing, Gloves, Tools, Equipment & Glasses	17-18
Article Twenty Assistance in Emergencies	18
Article Twenty-One Sick Leave & Sick Incentive Day	18-20
Article Twenty-Two Health & Welfare Benefits	20-21

Article Twenty-Three Bulletin Boards	21
Article Twenty-Four Pay Day & Savings Account Deductions	22
Article Twenty-Five Vacations	22-23
Article Twenty-Six Work-Incurred Injury	23
Article Twenty-Seven Discrimination & Coercion	23-24
Article Twenty-Eight Separability & Savings	24
Article Twenty-Nine Safety, Safety Officer & Safety Incentive Day	24-25
Article Thirty Salary & Severance Pay	25-26
Article Thirty-One Longevity	26
Article Thirty-Two Holidays	27
Article Thirty-Three Personal Business Leave	27-28
Article Thirty-Four Bereavement Leave	28-29
Article Thirty-Five Accumulated Sick Time Payoff & Family and Medical Leave Act	29
Article Thirty-Six Agency Shop	30-31
Article Thirty-Seven Layoffs	31-32
Article Thirty-Eight Terminal Leave	32
Article Thirty-Nine Court Leave	33
Article Forty Stand-by, Callouts, Breaks & Meals	33-34
Article Forty-One Hours of Work	35
Article Forty-Two XTO Time	35
Article Forty-Three Temporary Upgrades	36
Article Four-Four Duration	36
Appendix A	37

ARTICLE ONE

PREAMBLE

- A. This Agreement, dated this 9th day of April, 2019 by and between the Borough of South River together with such Electric Utilities properties as may be acquired, hereinafter referred to as the "Borough" and Local Union 1289 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, hereinafter referred to as the "Union".
- B. This Agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the Borough and its employees; to prescribe the rights and duties of the Borough and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and in order to provide an adequate and uninterrupted supply of electric service to the Utility's customers in the Borough of South River. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

ARTICLE TWO

RECOGNITION

- A. This Agreement shall apply to the bargaining unit of all classifications of lineman, excluding supervisors, within meaning of the Act employed by the Borough of South River.
- B. For the purpose of Articles 21, Paragraph K, Article 31, Paragraph C, and Article 33, Paragraph B, new employees do not include those employees transferred from another South River Department.

ARTICLE THREE

EMBODIMENT OF AGREEMENT

- A. This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions previously governing the employment of employees in the Unit.
- B. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.
- C. It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in full force and effect and become a part of this Agreement.

ARTICLE FOUR

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.
- B. 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.
- C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of the Agreement only. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy of the terms and conditions of this Agreement only.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved employee or Local Union shall institute action under the provisions hereof within five (5) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) work days, thereafter to the Borough Council or Borough Administrator. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. At this step of the procedure, an International Representative may be present. The Borough Council or Borough Administrator will answer the grievance in writing within five (5) workdays of receipt of the written grievance.

Step Three:

Only the Union or Employer may file for arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within twenty (20) calendar days of Step 2 decision that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the Union. An arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such statutes and New Jersey Administrative Code Regulations as may be in effect which may be pertinent. Time extensions may be mutually agreed to by the Employer and the Union.

- (a) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

- (b) The decision of the Arbitrator shall be binding upon the Employer and the Union.
- (c) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- (d) The costs for the services of the Arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.
- (e) The Arbitrator shall be limited to the issues presented and shall have no power to add, subtract from or modify any of the terms of this Agreement or to establish or change any wage rates.
- E. Upon prior notice and authorization of the Council designee, one designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the South River Electric Department or require the recall of off-duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision at any step in the grievance procedure is not made within specified time period then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE FIVE

LOYALTY-EFFICIENCY-NON DISCRIMINATION

- A. Employees of the Borough agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Borough and its interests; that they will cooperate with the Borough in promoting and advancing the welfare and prosperity of same at all times.
- B. All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The Borough agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Borough or any Borough representative, against any employee because of union membership or non-activity or non-membership or because of any employee activity permissible under the New Jersey Employer-Employee Act of 1968 or this Agreement.

ARTICLE SIX

BARGAINING AND REPRESENTATION

- A. The Borough recognizes the right of its employees covered by this Agreement to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and other conditions of employment herein provided.

ARTICLE SEVEN

ACCESS

- A. Any duly authorized representatives of the Union designated in writing, after reporting to the office of the Business Administrator shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. Except in any emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Borough shall not be liable for any time lost by employees during such visits unless the visit involves Borough and Union matters.
- B. The Shop Steward shall have the right to examine weekly payroll records.

ARTICLE EIGHT

CHECK-OFF

- A. If authorized voluntarily in writing to the proper disbursing officer of the Borough, an employee subject to this Agreement, who is a member of the Union, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Union.
- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Borough, during the month following the filing of such card with the Borough but no later than thirty (30) days after commencement of employment.
- C. The Union agrees to furnish the Borough with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.
- D. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

- E. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.
- F. Dues or the representation fee as spelled out in Article 36 in lieu thereof collected shall be paid to the Financial Secretary of Local Union 1289, I.B.E.W.

ARTICLE NINE

MANAGEMENT RIGHTS

- A. It is recognized that the management of the Borough, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Borough of South River. Accordingly, the Borough of South River retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods of work, together with selection, procurement, designing, engineering and control of equipment and materials, purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited to in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State Law.
- B. The Borough may suspend, discharge, discipline, or demote an employee if there exists sufficient and reasonable cause, but the employee or his representative shall, upon request, be entitled to an appeal and grievance hearing, at which time the reason for such action shall be given.
- C. Nothing contained herein shall prohibit the Borough from contracting out any Work.

ARTICLE TEN

NO STRIKES OR LOCKOUTS

- A. It is recognized that the need for continued and uninterrupted operation of the Electric Utility is of paramount importance to the citizens of the community and there should be no interference with such operations.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass resignation, mass absenteeism, or other similar action which would involve suspension or interference with normal work performance.
- C. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates for any strike or other interruptions of work unless specifically provided for in this "Agreement".
- D. The Borough agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.
- E. The Borough shall have the right to discipline or discharge any employee encouraging, formatting, or participating in a strike, slowdown or other such interference.

ARTICLE ELEVEN

SENIORITY AND SERVICE

- A. Seniority shall be determined by length of employment with the Borough. Seniority, for pay purposes only, is not recognized until the employee has continuously served for more than three (3) months in the classification. This does not apply to temporary assignments.
- B. Seniority is defined to mean the accumulated length of continuous service with the Borough, computed from the first day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or

absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Employment may be terminated if any of the following occur:

- (1) Discharge;
- (2) Resignation;
- (3) Failure to return promptly upon expiration of authorized leave;
- (4) Absence for five (5) consecutive working days without leave or notice;
- (5) Engaging in any other employment during a period of leave;
- (6) Absence from illness or injury more than one (1) year; and
- (7) Layoff for longer than twelve (12) consecutive months.

ARTICLE TWELVE

JOB BIDDING

- A. If the Management decides to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the bulletin board for a period not to exceed six (6) working days. Any employee may signify to the Management in writing during that period an interest in being considered for the opening.
- B. If an employee successfully bids a position lower than his present position, an evaluation by Management will determine his starting rate based on past experience and qualification.
- C. If during the initial three (3) month period, an employee desires to return to his former classification he will be permitted to do so. If, after the expiration of the three (3) month period, an employee desires to return to his former classification, he will be permitted to do so only after a vacancy occurs in his former classification.

ARTICLE THIRTEEN

EDUCATION AND TRAINING

- A. The Borough recognizes the importance of training as part of employee development. Any training that occurs during the employee's normal workweek shall result in no loss of compensation. Should the training extend beyond the normal work day the Borough shall incur no overtime expenditures.
- B. Educational leave with pay may be granted upon proper application to the Borough Council. Such allowance may be granted when it is deemed necessary to provide an employee the opportunity for self-development or for advancing in his or her position. This leave with pay covers only those classes which are available during off-duty hours.
- C. In the event the Borough orders an employee to attend schooling related to his employment during his normal work week and the employee refuses, the Borough retains the right to take disciplinary action against the employee including termination subject to grievance procedure.
- D. Seminar and conference leave with pay may be granted upon proper application to the Director of Public Works. Such leave may be granted with pay to employees covered by statute or local practice.
- E. The Employer shall grant a convention leave, with pay for three (3) days annually to one member of the Union elected by the Union to attend the I.B.E.W. International Convention.
- F. An apprentice-training program will be started and a person designated by the Mayor and Council will be the training officer.

ARTICLE FOURTEEN

PROVISIONAL AND PROBATIONARY PERIOD

- A. New employees shall remain provisional until after completion of six (6) months of service from the date of hiring and shall then remain probationary for the next six months until they have completed a full 12 months of service. Upon completion of said period, such employees shall enjoy seniority status from the date of hiring. Employees shall have no seniority rights during this 12 month period. During the first six months provisional period, their employment may be terminated at any time in the sole discretion of the Borough and is not subject to the grievance procedure, but during the probationary period (2nd 6 months) any such termination shall be for just cause and subject to the grievance procedure. The rate of pay during such probationary employment shall not be less than the minimum rate of pay for the employee's classification in the wage schedule. Article 14 will be clarified to eliminate probationary status and extend provisional status for 12 months for any employee hired on or after January 1, 2013.
- B. Employees transferred into the Electric Utility Department shall serve a nine-month probationary period. Should the employee not qualify for the position within 9 months, he shall retain bumping privileges to his previous position with no break in service.

ARTICLE FIFTEEN

OVERTIME

- A. Time and one-half shall be paid for all overtime in excess of eight (8) hours on any work day. If an employee works on the first unscheduled day of the workweek, the rate shall be one-and-one half times the regular rate of pay. The Borough shall distribute overtime as equitably as possible and in the best interest of the service requirements of the Borough. When practicable, overtime shall be held to within classification.
- B. When an employee has completed sixteen (16) continuous hours of work, he shall receive an eight (8) hour rest period without compensation. If this rest period

involves any part of his normally scheduled workday, he shall lose no time or pay thereby.

- C. If an employee is called back to work within two (2) hours after completion of an eight (8) hour shift, the sixteen (16) hour maximum work period shall be computed from the start of the eight (8) hour shift, except that he may continue a job in progress up to two additional hours.
- D. Employees called for overtime which is not contiguous with the front or backside of the employee's workday shall be entitled to a minimum of two (2) hours pay. The employer retains the right to retain the employee for the full minimum call-out period.
- E. Employees requested or scheduled to work any holiday included in Article Thirty Two of this Agreement shall be paid their regular days pay plus an additional 1-1/2 rate of pay.
- F. Standby and call-out procedures are defined in Article Forty.
- G. All work performed in excess of sixteen (16) hours shall be paid at the double-time rate.
- H. All scheduled overtime on Saturday, Sundays, and Holidays shall be a minimum of eight (8) hours' pay at time and one-half.

ARTICLE SIXTEEN

LEAVE WITHOUT PAY

- A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to Borough Council. The Borough Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within 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 is non-grievable.

ARTICLE SEVENTEEN

MILITARY LEAVE

- A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the armed forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.
- B. If the amount of pay the employee receives from the Federal or State Government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the difference by the Borough. All eligible employees are required to submit a copy of their military pay voucher before the Borough is required to comply with this provision.
- C. When an employee not on probation has been called to active duty or inducted into the military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Borough within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.
- D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.
- E. "Active Duty" shall mean more than fifteen (15) day's service.

ARTICLE EIGHTEEN

JURY DUTY

- A. A regular employee who loses time from his job because of jury duty, as Certified by the Clerk of the Court, shall be paid by the Borough the difference between his job rate for eight (8) hours and the daily jury duty fee, subject to the following conditions:
- (1) When jury service is completed prior to 1 pm, the employee is required to telephone the management's office and report to work if requested.
 - (2) The employee must notify his supervisor immediately upon receipt of any communication regarding jury service.
 - (3) No reimbursement of wages will be made for jury services during holidays or vacations. However, vacations may be rescheduled.
 - (4) At the management's request, adequate proof must be presented of time served on a jury duty and the amount received for such services.
 - (5) An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Borough.

ARTICLE NINETEEN

FIRE RETARDANT CLOTHING, GLOVES, TOOLS, EQUIPMENT & GLASSES

A. The Borough will furnish working gloves to such employees as they regularly need them in the course of their work for the protection of their hands. The Borough shall supply tools and equipment necessary to perform work in which the employees are assigned. The employees receiving them shall be held responsible for their return in good condition, fair wear and tear and reasonable loss expected. The Borough will provide suitable space for storing tools and equipment furnished to employees. The Borough agrees to supply such necessary tools where employees are now using personal tools for Borough work.

FIRE RETARDANT CLOTHING

- A. For the year 2006 the employer shall purchase for each lineman regardless of classification a set of Fire Retardant Clothing, to satisfy the OSHA Safety

Standards. A set will consist of five (5) short sleeve t-shirts, five (5) lightweight pullover Henley's (long sleeve shirts), five (5) lightweight button down shirts, five (5) pair of denim pants, one (1) zipper front sweatshirt, one (1) unlined bib overall, one (1) three season jacket, and one (1) double-ply hood.

- B. The employees will submit to the Director of Public Works or his designee a list of Fire Retardant clothing to be ordered from a certified distributor of Fire Retardant clothing. The Borough will be responsible for the initial ordering, purchasing and returning of items.
- C. The Borough will issue a separate check for \$650.00 to each employee on the second pay of January, in each respective year.
- D. Clothing and or boots destroyed or damaged by the negligence of the employee shall be replaced by the employee at his own expense.

NOTE: This annual allowance supersedes the \$360.00 and \$125.00 clothing and safety boot allowance. The present practice of not requiring receipts will continue.

ARTICLE TWENTY

ASSISTANCE IN EMERGENCIES

- A. Borough Employees and Lineman will assist each other to the extent necessary in an emergency similar to present practice. The definition of an emergency is any situation which must be handled immediately by anyone available and which lasts until such time as personnel who normally do the work can be obtained.
- B. Employees requested for mutual aid will be paid their hourly rate set forth in this agreement, or the hourly rate of the requesting entity, whichever is higher, for all hours worked in a mutual aid capacity.

ARTICLE TWENTY-ONE

SICK LEAVE & INCENTIVE DAY

- A. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family taken critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, sister, brother or other near relative.
- C. The appointing authority may require proof of illness of an employee on sick leave, following four or more consecutive sick days. The cost of providing this proof shall be at the expense of the employee. Abuse of sick leave shall be cause for disciplinary action.
- D. The recommendation of the Borough Medical Physician as well as that of the attending physician as to the justification for the absence from duty on account of disability or lack of fitness of the employee to return to regular duty or light duty within the Borough shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor at the Borough's expense.
- E. In charging an employee with sick leave, the smallest unit to be considered is in two-hour increments.
- F. If an employee is absent from work for reasons that entitle him to sick leave, the Director or his designated representative shall be notified as early as possible prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more who does not notify his Department Head or some other responsible representative of the Borough any of the first two (2) days will be subject to disciplinary action up to and including discharge.

- G. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- H. In the event that an employee is eligible to receive State or Federal Disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. An employee will be required to apply for State or Federal Disability benefits including Social Security, and to furnish proof of such application to the Borough, along with proof of receipt or denial of such benefits.
- I. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.
- J. Unused sick days may be accumulated without limitation.
- K. Effective, January 1, 2010, all employees shall be credited with twelve (12) paid sick days on January 1 of each calendar year. Sick time may be earned but not taken during the first six (6) months of employment.
- L. The Borough agrees to comply with the Federal Family and Medical Leave Act and the New Jersey Family Leave Act. (See Article Thirty-Five)

INCENTIVE DAY – SICK TIME

All Electric Utility Department Employees who complete a calendar year, January 1 through December 31, without utilizing sick time will receive one (1) paid Personal Day to be taken in the next calendar year.

ARTICLE TWENTY-TWO

HEALTH AND WELFARE BENEFITS

- A. The Employer will provide all full-time employees and their families New Jersey State Health Benefits Plan, Dental, Prescription, Group Life Insurance in effect as of 12/31/1985. Effective January 1, 2013, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the

contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary.

- B. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.
- C. The broken eyeglass policy in effect as of 12/31/1985 shall continue.
- D. The Borough agrees to contribute the amount of six dollars and fifty cents (\$6.50) per month for each employee who enrolls in the Principal Group Long-Term Disability Plan. Each employee who opts such coverage shall have deducted from their wages the balance of the monthly premium for such coverage.
- E. Upon the signing of this Contract, co-pay on prescription plan shall remain \$10.00 for name brands and \$5.00 for generic brands.
- F. Employees currently receiving Borough-paid medical and prescription insurance, and who have proven alternative health coverage, may elect to forego participation in the Borough provided medical and prescription insurance coverage. Employees who make such an election will receive an annual lump sum payment equal to 25% of the least expensive medical plan the employee is eligible to select, up to a maximum of \$4,000, whichever is lesser.
- G. All members of the Electric Department, after sixty (60) days from time of appointment, will be covered by the following medical insurance plan:
Effective January 1, 2020, the CJHIF Plan (or equivalent to) with Aetna HMO Plan (or equivalent to) will be the base plan. Any employee electing to enroll in a different Plan offered by the CJHIF (or equivalent to), which has higher premium costs, must pay the difference between the Aetna HMO (or equivalent to) and the higher cost Plan selected.

ARTICLE TWENTY-THREE

BULLETIN BOARDS

The Union may install a bulletin board on the Borough's premises for the posting of notices relating to the Union meetings and official business only. Posted notices shall be signed by an elected or appointed official of the Union. Shop Stewards shall be responsible for all correspondence posted on the Union Bulletin Board.

ARTICLE TWENTY-FOUR

PAYDAY & SAVINGS ACCOUNT DEDUCTIONS

The normal payday shall be every second (2nd) Friday. Pay will be distributed at established periods. The Borough agrees to administer weekly payroll deduction plan for savings accounts in accordance with such rules as may be issued by the Treasurer of the Borough of South River.

ARTICLE TWENTY-FIVE

VACATIONS

- A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Mayor and Council and further subject to any special provisions that the Mayor and Council in their sole discretion determine to be in the best interest of the Borough.
- B. Changes in the scheduling of vacations will not be permitted without the prior approval of the Borough Administrator. No more than two (2) employees allowed on vacation in any one week period.
- C. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled at the discretion of the Borough Administrator.
- D. Full-time employees hired **prior to January 1, 2002** shall be granted vacation leave based upon the following schedule:

<i>COMPLETED YEARS OF SERVICE</i>	<i>AMOUNT OF VACATION DURING EACH YEAR OF SERVICE</i>
Six months, but not less than one year	Three (3) working days plus one additional day for each three (3) months of service in excess of six months of service.
One Year	10 Working Days
Five Years	15 Working Days
Ten Years	20 Working Days
Fifteen Years	25 Working Days

Full-time employees hired on or after January 1, 2002 shall be granted vacation leave based upon the following schedule:

<i>COMPLETED YEARS OF SERVICE</i>	<i>AMOUNT OF VACATION DURING EACH YEAR OF SERVICE</i>
Six months, but not less than one year	Three (3) working days plus one additional day for each three (3) months of service in excess of six months of service.
One Year	10 Working Days
Five Years	15 Working Days
Ten Years	20 Working Days
Twenty Years	25 Working Days

- E. All vacation leave for one (1) year may be taken consecutively, up to two (2) weeks, provided the employee gives to the Employer sixty (60) day's prior written notice.

ARTICLE TWENTY-SIX

WORK INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Director of Public Works or his designee.
- B. Employees may not return to work without a certification from the Borough Physician that he/she is capable of returning to work.
- C. All time lost due to work related injury shall not be chargeable to sick leave. All injury leave shall be paid at full pay up to twelve (12) months minus workmen compensation monies equal to full amount of regular pay.

ARTICLE TWENTY-SEVEN

DISCRIMINATION AND COERCION

- A. The Employer and Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

- B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE TWENTY-EIGHT

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid, illegal, or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other to negotiate concerning the modification, elimination or inclusion of such provision.

ARTICLE TWENTY-NINE

SAFETY, SAFETY OFFICER & SAFETY INCENTIVE DAY

- A. During the term of this Agreement, a Safety Committee composed of representatives from the Management and Labor shall meet.
- B. Federal, State and Municipal Laws and Safety Rules must be strictly adhered to by the employees and the Borough. Whenever changes in safety rules are to be established, they shall be discussed with the Union.
- C. Failure by employees to abide by safety regulations will result in disciplinary action.
- D. Bucket trucks will be "high potted" every six months. Electric Utility vehicles will be inspected every twelve (12) months.

SAFETY OFFICER

The Safety Officer shall be paid \$.50 above his rate. The Borough will offer the Safety Officer position by seniority. If there are no applicants, the position will be filled by reverse seniority.

The responsibilities will include; Safety Meetings, Rubber Goods, Training, OSHA Compliance on the Jobsite, and Accident Investigations.

SAFETY OFFICER JOB DESCRIPTION

- ❖ Schedule and conduct meetings.
- ❖ Schedule and oversee testing of all rubber goods.
- ❖ Maintain employee compliance with OSHA, State and Local Regulated Safety Rules.
- ❖ Insure compliance with Fire Retardant Clothing Rules and Regulations.
- ❖ Insure that vehicle reports are submitted and that necessary mechanical repairs related to safety are resolved in a timely manner.
- ❖ Assure that employee's training is kept current.
- ❖ Investigate accidents.
- ❖ Resolve safety matters and concerns on a case by case basis.
- ❖ Coordinate all safety matters with the Electric Utility Supervisor.

SAFETY INCENTIVE DAY

All Electric Utility Department Employees who complete a calendar year, January 1 through December 31, with no OSHA Reportable Incidents will receive one (1) additional paid Personal Day to be taken in the next calendar year.

ARTICLE THIRTY

SALARY & SEVERANCE PAY

- A. See Appendix A.
- B. Employees shall be paid on a bi-weekly schedule, i.e. once every two weeks.

- C. All full-time employees shall receive a severance pay of two (2) weeks upon their employment being terminated for any reason by the Employer except for just cause.
- D. The employees shall continue to enjoy pension and medical benefits, pursuant to State Statue – Chapter 88.

ARTICLE THIRTY-ONE

LONGEVITY

- A. Employees hired **after January 1, 1997** shall be entitled to the following longevity plan:
 - Less than five (5) years of continuous service 0%
 - From Five (5) years through Ten (10) years of continuous service \$650.00
 - From Ten (10) years through Fifteen (15) years of continuous service \$850.00
 - From Fifteen (15) years through Twenty (20) years of continuous service \$1,100.00
 - Twenty (20) years through Twenty-Five (25) years of continuous service \$1,300.00
 - Twenty Five (25) or more years of continuous service \$1,500.00
- B. Longevity shall be eliminated for any employee hired **on or after January 1, 2013**.
- C. The base hourly wage of an individual shall be increased by the appropriate longevity percentage. This number will be the rate at which the employee shall be paid for full hourly services (regular, overtime, standby) that they work. Any subsequent salary increases shall be calculated on the base hourly wage before longevity is included.

ARTICLE THIRTY-TWO

HOLIDAYS

- A. All full-time employees shall be entitled to the following paid holidays each calendar year:

- ✦ New Year's Day
- ✦ President's Day
- ✦ Good Friday
- ✦ Memorial Day
- ✦ Independence Day
- ✦ Labor Day
- ✦ Columbus Day
- ✦ Veteran's Day
- ✦ Thanksgiving & the day after
- ✦ Christmas Day
- ✦ Birthday (after six (6) months of service)

In addition, there will be two (2) floating holidays

- B. When a paid holiday falls on a Saturday, it will be observed on the preceding Friday. When a paid holiday falls on a Sunday, it shall be observed on the following Monday.
- C. To be eligible for a paid holiday, an employee must work the regularly scheduled workdays both immediately before and after the holiday, unless the employee is taking allowable time off.

ARTICLE THIRTY-THREE

PERSONAL BUSINESS LEAVE

- A. All full-time employees shall have five (5) paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee shall give the Employer five (5)

day's prior notice for each personal day to be taken, except in the event of an emergency. Personal leave may be used to extend vacations or holidays, with the approval of the employee's supervisor or department head, so long as not more than one (1) personal day is used for this purpose on any one (1) occasion. An employee may not take personal leave and the Employer may compel that employee's attendance in the event of a manpower shortage.

- B. Effective **January 1, 2010** employees shall receive personal days under the following schedule:

- | | | |
|----|---------------------------|--------|
| 1. | One (1) year | 2 days |
| 2. | Two (1) to Five (5) years | 4 days |
| 3. | Six (6) on | 5 days |

- C. Failure to provide timely notice, except in emergency, shall result in the employee not receiving pay for that day and may constitute cause for additional disciplinary action.

ARTICLE THIRTY-FOUR

BEREAVEMENT LEAVE

- A. In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall include only parent, grandparents, husband, wife, child, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any other relative living under the same roof as part of the employee's immediate family.
1. In the event of the death of aunts, uncles, nieces and nephews, employees shall be entitled to one (1) day of bereavement.
- C. Reasonable verification of the event may be required by the Employer.

- D. Such bereavement leave is separate and distinct from any other leave time, and an employee shall be entitled to each four (4) calendar days, or one (1) day, as the case may be, for each eligible death which occurs.
- E. An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Borough Administrator shall be charged at the option of the employee as a vacation day.

ARTICLE THIRTY-FIVE

ACCUMULATED SICK TIME PAYOFF & FMLA

- A. Upon death or retirement, an employee shall be entitled to receive a lump sum payment as supplement compensation, which sum shall be computed at the rate of one-sixth (1/6) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement, or on the date of death. All sick leave utilized shall be first deducted from sick days mostly recently obtained.
- B. The maximum accumulated life time total benefit sick time pay off for sick leave may not exceed the sum of Fifteen Thousand (\$15,000.00) Dollars, for each employee.

FAMILY AND MEDICAL LEAVE ACT

Calculation of the twelve (12) weeks of leave provided under the Federal Family and Medical Leave Act ("FMLA") shall commence after an employee has exhausted his current and banked sick leave. FMLA leave shall run concurrently with any remaining paid leave (e.g., vacation leave, personal leave or XTO).

ARTICLE THIRTY-SIX

AGENCY SHOP

A. Representation Fee

If a permanent employee does not become a member of the Union 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 Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be prorated for members of the Union. The representation fee shall be in an amount equal to no more than eight-five percent (85%) of the regular Union membership dues, fees and assessments as Certified to the Borough by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification: Prior to March 1 of each year, the Union will submit the Borough a list of those employees who have not become members of the Union for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Borough; or (b) thirty (30) days after the employee begins his or her regular and temporary employment over ninety (90) days in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and

transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the Borough in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made not more than ten (10) days after the Borough receives said notice.

5. New Employees: On or about the last day of each month beginning with the month this Agreement becomes effective, the Borough will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Borough will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

7. Indemnification: With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to Law, 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 pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Borough in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE THIRTY-SEVEN

LAYOFFS

The Employer agrees that in the event of employee layoffs for bona fide economy or other legitimate reasons, with good faith demonstrated on the part of the Employer to the Union, same

shall be on the basis of Borough wide seniority beginning with temporary help, then provisional employees and last, permanent employees. In no instance shall permanent employees be laid off and part-time employees retained within job title. Qualifications to perform a particular job shall be the overriding criteria in any "bumping" of another employee. In all cases the employer shall provide fourteen (14) days written notice to employees to be laid off. Employees who are laid off pursuant to this paragraph shall be placed on an eligibility list of re-hire for any vacancies within I.B.E.W. 1289 for which they are qualified. Such employees, if so qualified shall be given preference over new employees. The employee shall remain on the recall list for a period of two (2) years.

ARTICLE THIRTY-EIGHT

TERMINAL LEAVE

A. All employees who retire after having completed ten (10) years service with the Employer, who have reached the age of 50 prior to the commencement of the leave provided for in this Section A, and who's application for retirement benefits has been approved by the New Jersey State Division of Pensions, shall be entitled to a terminal leave with pay from the Employer on the following basis:

1. For the first ten (10) years of service - Twenty (20) working days allowance;
2. For each additional year of service thereafter, two (2) working days allowance.

B. Terminal leave must be used prior to an employee's effective date of retirement. If the terminal shall carry over into a new calendar year, said employee shall be entitled solely to the benefits earned, including rate of pay, or acquired prior to the time that terminal leave commenced.

C. Terminal leave shall be in addition to normal vacation benefits.

D. Terminal leave shall only be granted to an employee based upon continuous service with the Borough. Recall from layoff shall be considered continuous time.

ARTICLE THIRTY-NINE

COURT LEAVE

Court leave is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty or for attending court in a non-official capacity as a witness on behalf of the Employer. Appearance in court in connection with official duty is considered normal duty time. Appearance in court at the call of the Employer when not job connected is chargeable to court leave. Appearance in court under other circumstances, including when an employee is under subpoena to testify as a witness is a private matter chargeable to personal leave, except when an employee is under subpoena in a criminal matter.

ARTICLE FORTY

STAND-BY, CALLOUT, BREAKS AND MEALS

A "Call-Out" is when the Police Department contacts the stand-by person by phone call or pager for work to be done for the Borough. When the stand-by man calls the Police Department back to acknowledge the call, at that time the stand-by man will ask the time in on the call. This time will be used for pay purposes as the start time for that call. When the job is completed, the stand-by man will call the police again for the time out call. This will be the end time that will be used to calculate the overtime to be paid for the call. Those who work more than 2 hours overtime shall punch their time card on the back side before leaving the Borough property; this time will then be used for the end time out for that call.

A. If an employee works his or her regularly scheduled workday and who after leaving the Employer's premises, is called to return to work, said employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1.5) in pay regardless of the number of hours actually worked. The two-hour minimum shall apply to each separate call out.

B. Employees shall be scheduled for weekly standby on a rotating basis. Standby time shall be considered to commence at 7:00 am on Monday and terminate at 7:00 am the following Monday. Employees scheduled for standby will be paid forty (40) hours for this service at their normal rate of pay.

C. The Borough may terminate the weekend standby program described in Paragraph B of this Article. In the event the Borough elects to terminate the weekend standby program,

written notice of same shall be furnished to the Union and thereafter the Borough will no longer schedule employees for weekend standby and the employees will not be required to remain on standby.

D. Each employee shall be entitled to one (1) ten (10) minute break for each half day period of work (morning and afternoon shall be considered a half-day period of work and equivalent periods for second and third shifts, shall also be considered half-day periods of work). In addition, each blue collar employee shall be entitled to a five (5) minute wash-up period at the end of each scheduled work period.

E. Any employee who is called to work overtime for any reason shall receive after every four (4) hours a meal break and reasonable time to eat said meal. Any employee required to work through a supper or other meal hour shall be credited with a \$16.00 meal allowance to be paid as part of the employee's next paycheck as a separate line item, effective 1/1/2010. If there is no place in town to have a healthy meal, the employee will be allowed 10 minutes travel time out of town (East Brunswick/Sayreville) to obtain the meal. If the Director of Public Works or his designee is in work, he will be notified as to when the meal is being taken and where it will be taken. If neither is present, the most senior man will advise the South River Police Department as to where and when the meal break will take place. When the meal break is over, the senior man will again advise the South River Police Department that they are back in town or back on the job. If there is a power outage, power must at least be restored temporarily before any meal break is taken.

F. Overtime shall be distributed, insofar as practical, in accordance with rotating seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Employer does not have time to contact the employee with the most seniority possessing the skills necessary to perform the emergency work. This provision does not relate to contiguous overtime where a job must be completed.

G. Call-out will be administered as per Article 15 Overtime, Paragraph D.

H. A standby employee shall have the availability of a Borough Service Truck.

ARTICLE FORTY-ONE

HOURS OF WORK

The normal work hours of employees shall be Monday through Friday 7:00 am to 3:30 pm, which time shall include one-half (1/2) hour of unpaid lunch.

ARTICLE FORTY-TWO

XTO

A. At the employee's option, overtime may be accumulated as "Extra Time Off" (XTO) at the rate of one and one-half (1-1/2) hours of time off for each hour of overtime worked. The maximum amount of XTO time that an employee may accumulate and use shall be as follows:

- For 2007 the maximum number of XTO hours each employee may accumulate is 56.
- For 2008, and thereafter, the maximum hours shall be 48.
- Employees will be permitted to defer standby hours.

All XTO hours must be used in the calendar year in which it is earned, or cashed out by December 31st of the calendar year in which it is earned. In no event may XTO be carried from the calendar year into the next year.

XTO may not be used for consecutive days off or in conjunction with any other paid or unpaid leave, without the express written permission of the Department Head. Employees shall be required to provide the Department Head with three (3) days written notice of their desire to utilize XTO time. XTO may not be used for emergencies with less than three (3) days notice without the express written permission of the Department Head, and then only if all other paid leave has been exhausted.

The Department Head may grant permission to take XTO time with less than the required notice on a case-by-case basis. The granting of such permission shall not establish a precedent or past practice.

ARTICLE FORTY-THREE

TEMPORARY UPGRADE

- A. In the absence of Lineman Chief, the Senior Journeyman Lineman will be upgraded provided that the Director of Public Works determines that as least two (2) crews are dispatched and a Chief Lineman is needed at each site.

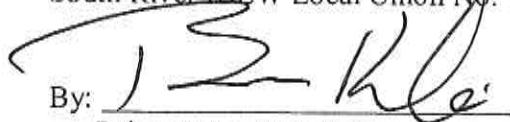
ARTICLE FORTY-FOUR

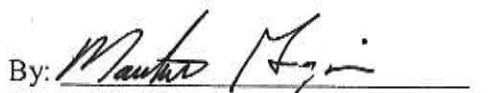
DURATION

This Agreement shall be in full force and effect as of January 1, 2019 and remain in effect to and including December 31, 2022 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

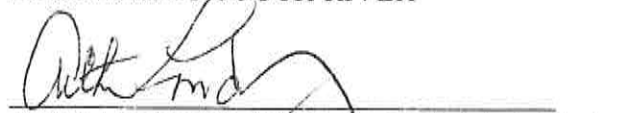
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Borough of South River, New Jersey on this 29th day of May, 2019.

South River IBEW Local Union No. 1289

By: 
Brian Kube, President

By: 
Matthew Garrigan, Vice-President

BOROUGH OF SOUTH RIVER


Arthur Londensky, Acting Borough Administrator


Joseph Zanga, Chief Financial Officer

APPENDIX A-WAGES

	2019 Rate	2020 Rate	2021 Rate	2022 Rate
<u>Chief Lineman "A"</u>	\$46.57	\$48.01	\$49.48	\$50.98
<u>Chief Lineman "B"</u>	\$44.25	\$45.65	\$47.07	\$48.52
<u>Journeyman</u>	\$42.85	\$44.22	\$45.61	\$47.03
<u>Apprentice</u>	2019 Rate	2020 Rate	2021 Rate	2022 Rate
8 – Hours 7001-8000	\$40.22	\$41.02	\$41.84	\$42.68
7 – Hours 6001-7000	\$38.10	\$38.86	\$39.64	\$40.43
6 – Hours 5001-6000	\$36.00	\$36.72	\$37.45	\$38.20
5 – Hours 4001-5000	\$33.88	\$34.56	\$35.25	\$35.95
4 – Hours 3001-4000	\$31.75	\$32.39	\$33.04	\$33.70
3 – Hours 2001-3000	\$29.64	\$30.23	\$30.84	\$31.45
2 – Hours 1001-2000	\$27.53	\$28.08	\$28.64	\$29.21
1 – Hours 0000-1000	\$25.41	\$25.92	\$26.43	\$26.96
Safety Officers	\$0.25	\$0.25	\$0.25	\$0.25
Training Facilitator	\$0.50	\$0.50	\$0.50	\$0.50

Effective January 1, 2013, the Training Facilitator receives the stated hourly rate irrespective of whether there are apprentices.

In accordance with the Sidebar Agreement dated April 5, 2004 the following applies:

- A. The Borough and the Union agree that the decision to fill either the Chief Lineman "A" position or the Chief Lineman "B" position rests solely and exclusively within the Borough's managerial prerogatives and the Borough shall not be required to fill both positions. The Borough and the Union further agree that the Borough's decision to fill either Chief Lineman "A" or the Chief Lineman "B" position is not subject to the grievance and/or arbitration procedures set forth in Article Four of the Agreement, provided that the Borough fills either the Chief Lineman "A" position or the Chief Lineman "B" position.
- B. The Union agrees that the position of the Electric Utility Supervisor is not within the collective negotiations unit represented by the Union.