

# Agreement

between

## Borough of Garwood

[www.garwood.org](http://www.garwood.org)



and

**LOCAL NO. 11 affiliated with  
INTERNATIONAL BROTHERHOOD  
OF**



# **TEAMSTERS**

[www.teamster.org](http://www.teamster.org)

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January 1, 2020 through December 31, 2024

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**Table of Contents**

ARTICLE 1. RECOGNITION .....3  
ARTICLE 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES .....3  
ARTICLE 3. UNION SECURITY .....4  
ARTICLE 4. CHECK-OFF OF UNION FEES.....4  
ARTICLE 5. PROBATIONARY PERIOD .....6  
ARTICLE 6. EMPLOYEE RIGHTS AND RESPONSIBILITIES .....7  
ARTICLE 7. HOURS OF WORK AND OVERTIME .....7  
ARTICLE 8. SENIORITY .....8  
ARTICLE 9. FORCE ADDITIONS AND REDUCTIONS .....9  
ARTICLE 10. NON-DISCRIMINATION .....9  
ARTICLE 11. HOLIDAYS .....9  
ARTICLE 12. VACATIONS .....10  
ARTICLE 13. LEAVE OF ABSENCE .....12  
ARTICLE 14. PAID SICK LEAVE.....12  
ARTICLE 15. BEREAVEMENT PAY .....13  
ARTICLE 16. JURY DUTY .....13  
ARTICLE 17. VETERANS RIGHTS AND BENEFITS .....13  
ARTICLE 18. DISCHARGE.....14  
ARTICLE 19. GRIEVANCE PROCEDURE AND ARBITRATION .....14  
ARTICLE 20. UNIFORMS .....15  
ARTICLE 21. MISCELLANEOUS PROVISIONS .....16  
ARTICLE 22. SAFETY AND HEALTH .....16  
ARTICLE 23. WELFARE AND PENSION BENEFITS .....16  
ARTICLE 24. WAGES.....18  
ARTICLE 25. LONGEVITY .....19  
ARTICLE 26. STRIKES AND LOCK-OUTS .....19  
ARTICLE 27. SEPARABILITY .....20  
ARTICLE 28. DURATION OF AGREEMENT .....20

**THIS AGREEMENT** made and entered into as of the 13<sup>th</sup> day of February 2020, between the BOROUGH OF GARWOOD, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH" or "EMPLOYER", and LOCAL 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization, located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the "UNION".

**WITNESSETH:**

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

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

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

**ARTICLE 1. RECOGNITION**

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

**Section 2(a).** The bargaining unit shall consist of all Borough of Garwood Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees of the Borough of Garwood, New Jersey.

**Section 2(b).** Seasonal employees shall be defined as individuals hired for a specific period of time not to exceed one hundred and twenty (120) days in a calendar year. Part time employees are defined as individuals working less than twenty-five (25) hours per work week. In addition, no part timers will work if there is layoff of full-time employees. Part time employees shall be subject to probationary period set forth in Article 5.

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

**ARTICLE 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1.** The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing

of this Agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:

(a) To the management and administrative control of the operation of the Department of Public Works and its properties and facilities and the activities of its employees;

(b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees;

(c) To suspend, demote, discharge, or take other disciplinary action for good and just cause;

(d) To determine the methods, means, and personnel by which Department operations are conducted;

(e) To determine the content of job qualifications and duties;

(f) To take all necessary actions to carry out its responsibilities in the conduct of regular business and emergencies.

**Section 2.** The exercise and application of the foregoing powers, rights, authority, duties or responsibilities of the Department, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States of America.

### **ARTICLE 3. UNION SECURITY**

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

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

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

### **ARTICLE 4. CHECK-OFF OF UNION FEES**

**Section 1(a).** The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14- 15.9E. The Employer, after receipt of written

authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

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

**Section 1(c).** The Union shall indemnify and hold the Borough harmless against liability which may arise because of actions of the Borough in deduction and transmission of the union membership dues. The Borough will make available to the Union any information within its control for which the Union would have reasonable need to defend against any such liability, except in instances of the Borough's gross negligence.

## **Section 2. Voluntary Representation Fee**

- (a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year by affirmatively consenting to paying such representation fee by a written authorization form. The purpose of the voluntary representation fee is to offset the employee's fair share cost of services rendered by the Union as the majority representative.
- (b) Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.
- (c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Borough a list of employees who have not become members of the Union for said membership year but have elected to pay a voluntary representation fee.
- (d) The Borough will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:
  - i. Within twenty-one (21) days after receipt of the aforesaid list by the Borough; or

- ii. Thirty (30) days after the employee begins his/her employment with the Borough in a title represented by the Union, unless the employee previously served in the Union and continued in the employ of the Borough in a non-Union position, or was on layoff, in which event the deductions will begin the first paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.
- (e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
  - (f) The Union will notify the Borough in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Borough received said notice.
  - (g) On or about the last day of each month, the Borough will submit to the Union a list of all employees who began their employment with the Borough in a title represented by the Union during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
  - (h) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Borough shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.
  - (i) The Union shall indemnify and hold the Borough harmless against any liability and/or claims which may arise because of actions of the Borough in deduction and transmission of voluntary representation fees.

#### **ARTICLE 5. PROBATIONARY PERIOD**

**Section 1.** All newly hired full time employees covered by this agreement shall serve a probationary period of one (1) year. The probationary period of any such employee may be extended for an additional three (3) months period, at the recommendation of the Superintendent of Public works and with the concurrence of the Union; the Union's permission to so extend the probationary period shall not be unreasonably withheld.

**Section 2.** During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period, shall not have recourse to the Grievance Procedure as set forth in this agreement. The Borough shall have no responsibility for the re-employment of

newly engaged probationary employees if they are dismissed during the probationary period.

## **ARTICLE 6. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

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

(a) In cases of emergency.

(b) In cases where the job requires specialized labor.

(c) In cases where employees presently in the bargaining unit lack the necessary qualifications to perform the job.

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

**Section 3(a).** There shall be a foreman classification rate established which shall be paid at the rate as established and determined by the Governing Body. As part of this additional rate, the foreman must be on call 24-7 and carry a communication device. The foreman must also be available for routine and emergency calls at all times during working and non-working hours.

**Section 3(b).** In the absence of the foreman, employees may be assigned to work as the acting foreman. The employee currently working with the greatest seniority when the foreman is absent, shall serve as the acting foreman. Additionally, the employee will only be considered the acting foreman after being assigned by the Superintendent of Public Works. Further, the absence of the foreman shall only occur when the foreman is absent for a minimum of an eight (8) hour workday. The employee shall receive the same rate as the foreman shall comply with the provisions set forth in Section 3(a) above.

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

## **ARTICLE 7. HOURS OF WORK AND OVERTIME**

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

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

**Section 3.** Employees shall be paid at the rate of time and one-half (1-1/2) for the first ten (10) hours worked on Saturday, and double (2X) time for all hours worked thereafter.

**Section 4.** Employees shall be paid at the rate of double time (2X) for the first ten (10) hours worked on Sunday, and triple time (3X) for all hours worked thereafter.

**Section 5** The Borough of Garwood shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for any and/or all emergencies including, but not limited to, flood, snow removal, ice control, sewer jobs, and/or other acts of God not specifically covered in this Section.

**Section 6.** Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available. On each occasion, the opportunity to work overtime shall be offered to employees according to the least number of hours worked overtime. Overtime work offered but refused by an employee shall be considered as overtime worked for the purpose of determining priority under this Section. It is further agreed that full-time employees shall have priority as to offers of overtime in preference to part-time and summer employees. An Overtime list shall be kept by the Shop Steward or his designee in his absence and presented to the Superintendent when changes occur. If changes are not given to the Superintendent, the last overtime list shall be followed. Overtime shall be mandatory for all Public Works employees for any jobs determined by the Borough and Superintendent to be detrimental to the safety and welfare of the public.

**Section 7.** The working shift shall be as follows:

6:30 A.M. - 3:00 P.M.

**Section 8.** In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate that is applicable.

**Section 9. LUNCH HOUR** - Employees shall receive a one-half (1/2) hour lunch period unpaid normally taken between 12:00 p.m. and 12:30 p.m. The Borough reserves the right to adjust the timing of the lunch period where necessary or convenient.

## **ARTICLE 8. SENIORITY**

**Section 1.** Seniority is defined as all periods of active employment with the Department of Public Works, exclusive of any time spent by an employee on lay-off, during which time there shall be no accrual of seniority.



**Section 2.** For the purposes of this agreement, seniority shall be determined by the length of continuous and uninterrupted service, computed from the date of last hire.

**Section 3.** The Borough shall establish and maintain a seniority list of employees. The employee with the most seniority, as defined in the preceding Sections, shall head the list, to be followed by the employee with the next longest tenure, and so forth, until all employees within the Department are so listed.

**Section 4.** New full time employees except seasonal employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Borough shall begin with the original date of their employment and their names placed on the seniority list as heretofore described. Such seniority list shall be kept up to date with additions and deletions as required.

### **ARTICLE 9. FORCE ADDITIONS AND REDUCTIONS**

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

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

**Section 3.** The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hour notice prior to any lay-off. The Shop Steward shall have super seniority for the purpose of lay-off only.

### **ARTICLE 10. NON-DISCRIMINATION**

It is agreed that no employee shall be discriminated against because of race, color, creed, religion, nationality, age, or sex, The Borough shall not discriminate against or interfere with any employee because of Union activities. The Union, its members and agents, shall not discriminate against or interfere with any employee covered under this agreement who is not a member of the Union.

### **ARTICLE 11. HOLIDAYS**

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

Day before New Year's Day

General Election Day

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
One Day before Christmas Day  
Christmas Day

In addition, employees shall be entitled to two (2) personal days off with pay.

In lieu of Martin Luther King Day being afforded as a holiday, the Borough will afford each employee one (1) additional personal day that may be used within the calendar year but shall not accumulate from year to year.

Employee's personal birthday may not be taken before Employee's birthday. If the birthday is in the month of December, the employee may take the birthday in November. All employees hired on or after January 1, 2016 shall not be afforded the "Employee's Personal Birthday" holiday.

**Section 2.** Employees who work on any of the above holidays shall be paid double (2X) their regular straight time rate for time worked.

**Section 3.** If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day succeeding such holiday at the discretion of the Superintendent or Borough Administrator.

**Section 4.** Any employee who works on a holiday, which falls on a Saturday or Sunday, shall be compensated in accordance with Article 7. Under no circumstances shall there be pyramiding of overtime and/or holiday premiums.

**Section 5.** If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the option of the Borough.

**Section 6.** If an employee fails to work the scheduled work day before or after a holiday, he will lose the holiday pay after the third such occurrence within a twelve (12) month period for those holidays listed in Section 1, unless such absence has been approved by the Superintendent of Public Works. In event of the second occurrence, a written warning will be issued.

## **ARTICLE 12. VACATIONS**

**Section 1(a).** The Borough agrees to grant employees hired prior to October 11, 2016, within the bargaining unit vacations in accordance with the following schedule with pay:

### **Calendar Year of Employment**

First year hired prior to 6/30  
First year hired after 7/1 and prior to 11/1

### **Vacation Days Earned**

6 days first year  
3 days first year

First year hired after 11/1	1 day first year
Second through 5th year	10 days per year
Sixth through 10th year	15 days per year
Eleventh through 15th year	18 days per year
Sixteenth through 20 <sup>th</sup> year	20 days per year
Twenty-first and over	25 days per year

The above vacation compensation shall be paid on the basis of eight (8) hours per day.

An employee becomes eligible for the increased vacation leave benefit in the calendar year in which the anniversary of completing the indicated equivalent years of total full-time service occurs. In the calendar year in which the employee becomes eligible for the increased vacation for the first time, the additional vacation can only be taken after the anniversary date of employment.

No vacation time may be taken during the first three months immediately following appointment or employment. Employees hired after October 1 of any year (year one) are eligible to carry over unused vacation days earned in year one to year two.

**Section 1(b).** The Borough agrees to grant employees hired on or after October 11, 2016, within the bargaining unit vacations in accordance with the following schedule with pay:

<b><u>Calendar Year of Employment</u></b>	<b><u>Vacation Days Earned</u></b>
First year hired prior to 6/30	3 days first year
First year hired after 7/1 and prior to 11/1	1 days first year
First year hired after 11/1	0 day first year
Second through 5th year	5 days per year
Sixth through 10th year	10 days per year
Eleventh through 15th year	13 days per year
Sixteenth through 20 <sup>th</sup> year	15 days per year
Twenty-first and over	20 days per year

All vacation time shall be prorated during the first and last year of employment.

**Section 2.** The Borough agrees that in the event an employee leaves the employ of the Borough for any reason (other than discharge for good cause) before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

If an employee leaves the employ of the municipality before the end of the calendar year, having already taken the vacation allowance for the year, he or she will be charged with the unearned part of such vacation, which will be deducted from that employee's final paycheck.

**Section 3.** The vacation schedule shall be drafted by the Borough on or before the first of April of each year and posted on the bulletin board. In preparing the vacation schedule, the Borough shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Borough with due regard to its efficient operation.

**Section 4.** Vacations shall be taken during the regular vacation period, between January 1st and December 31st, inclusive.

**Section 5.** All vacations must be taken within the calendar year, January 1st to December 31<sup>st</sup> except as set forth above for new employees. An employee may cash in a maximum of five (5) unused vacation days for payment at the end of the calendar year. Any remaining unused vacation days for the calendar year shall be forfeited. Payment shall be made by the Borough during the 1<sup>st</sup> quarter of the new year. The payment for the vacation time shall be paid at the rate of pay during the expiring year the vacation time was afforded.

**Section 6.** Part time employees shall be afforded a pro-rated amount of vacation time.

#### **ARTICLE 13. LEAVE OF ABSENCE**

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

#### **ARTICLE 14. PAID SICK LEAVE**

**Section 1(a).** Employees hired prior to January 1, 1993, shall receive fifteen (15) days-paid sick leave each year. Employees hired beginning January 1, 1993, shall receive twelve (12) days paid sick leave each year. Sick leave shall be accounted for by calendar year and shall be pro-rated for the initial calendar year of hire based upon the number of full months employed. Sick leave may be accumulated and utilized by the employee as needed in the event of illness. All employees hired on or after January 1, 2016 shall be afforded ten (10) paid sick days per year. Part time employees shall be afforded a pro-rated amount of sick time.

**Section 1(b).** All sick time shall be prorated during the first and last year of employment.

**Section 2(a).** Any unused sick days shall be forfeited by the employee upon termination of his employment except as hereinafter provided. Upon retirement under the Public Employment Retirement System, an employee shall receive retirement pay for unused, accumulated sick leave at fifty percent (50%) pay not to exceed the full sum of \$18,000.00. The Borough shall pay to the estate of a deceased employee an amount equal to fifty per cent (50%) of the value of said employee's unused sick leave accumulated at

the time of his death; said amount not to exceed the sum of \$18,000.00. Any employee who is hired by another department or agency of the Borough of Garwood shall retain 50% of his unused sick leave accumulated during his employment with the D.P.W. Each employee may cash in each year's unused sick leave at the end of that calendar year equal to fifty (50%) percent of the employee's unused annual sick leave allotment. In other words, the employee shall be paid at fifty (50%) percent of the employee's regular rate for each sick day cashed in.

**Section 2(b).** All employees hired on or after May 21, 2010 will not be afforded the ability to cash in each year's unused sick leave at the end of the calendar year in compliance with N.J.S.A. 40A:9-10.4. The Borough of Garwood shall only pay supplemental compensation to an employee for accumulated unused sick leave in an amount not to exceed \$7,500. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement in compliance with New Jersey state law.

**Section 3.** An employee who is ill for three (3) days or more shall be required to submit a doctor's certificate certifying such illness.

#### **ARTICLE 15. BEREAVEMENT PAY**

Employees shall be granted up to three (3) days off with pay at the employee's straight rate from death to three (3) days after burial for the employee's immediate family. Further, the employee may use one (1) of the above-referenced three (3) days within thirty (30) days of the date of the burial for a memorial service of an immediate family member.

For the purposes of this Article, "immediate family" shall be deemed to include the father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law of each employee. Employees shall be granted two (2) days off with pay at employee's straight time rate upon the death to burial of a sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, legal stepparent, son-in-law and daughter-in-law.

#### **ARTICLE 16. JURY DUTY**

An employee who is called for jury duty will be paid eight (8) hours straight time pay for scheduled working time lost. All employees called for jury duty are required to provide proof of jury duty notice and attendance.

#### **ARTICLE 17. VETERANS RIGHTS AND BENEFITS**

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

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

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

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

**Section 5.** Upon return of an employee from Military Service, the employee shall displace the last employee hired.

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

#### **ARTICLE 18. DISCHARGE**

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

#### **ARTICLE 19. GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

**STEP 1.** An aggrieved employee and/or the union representative shall reduce said grievance to writing and serve upon the Borough Administrator within five (5) business days from the occurrence of the grievance. Within ten (10) business days thereafter, the grievance shall be discussed between the Borough Administrator and/or designated representative and either the aggrieved employee and/or the union representative. A written decision shall be provided to the employee and/or the union representative within ten (10) business days thereafter.

**STEP 2.** In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and Mayor and Council.

**STEP 3.** In the event the grievance is not satisfactorily settled within twenty (20) business days of the discussion in Step 2, it is agreed that either party may request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

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

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

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

## **ARTICLE 20. UNIFORMS**

**Section 1.** The Borough agrees to purchase the following for all employees when needed:

- (a) Five (5) summer uniforms for each employee.
- (b) Four (4) winter uniforms for each employee, including a winter jacket.
- (c) Protective clothing needed for the job, including, but not limited to, gloves, rain gear and boots.
- (d) The Borough agrees to a maximum shoe allowance per year of three hundred (\$300.00) dollars for which employees can purchase no more than two (2) pairs of shoes

per year. The shoe allowance may be used to purchase compression socks and/or insoles.

(e) The Borough reserves the right to enter into an agreement with a rental uniform supply company or designated shoe supplier. Such rental garments shall be equal to the items outlined in subsections (a) and (b). If such rental company is used, all employees must utilize these garments or purchase shoes from the specific vendor.

(f) The Borough shall pay up to a maximum of \$100.00 towards the cost of prescription safety glasses. The payment shall be made thirty (30) calendar days after proof of purchase for such prescription safety glasses is provided to the Borough CFO.

**Section 2.** The Borough, for the purpose of this Section, reserves the right to designate a uniform supplier. Should an employee choose to obtain his uniforms elsewhere, he will pay the difference in cost between that of the designated supplier and his own.

**Section 3.** Prior to receiving new uniforms, employees must demonstrate a need for replacement by turning their used uniforms over to the Borough.

#### **ARTICLE 21. MISCELLANEOUS PROVISIONS**

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

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

**Section 3.** The Borough agrees to pay for the cost of obtaining or renewing an employee's CDL license to a maximum of \$42.00 for a four (4) year renewal.

**Section 4.** Employees on workers compensation for a work-related injury are afforded 100% of their compensation for the first six (6) months on workers compensation and shall be reduced to 70% of their compensation for workers compensation time thereafter.

#### **ARTICLE 22. SAFETY AND HEALTH**

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

#### **ARTICLE 23. WELFARE AND PENSION BENEFITS**

**Section 1.** The Borough shall continue to provide health benefits for employees of the Bargaining Unit and eligible dependents with premium paid by the Borough, through the New Jersey State Health Benefits Program and dental benefits as per Article 23, Section 4, in accordance with legislation approved by the State of New Jersey.



Employees and retirees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011. If the Borough elects to change insurance carriers or plans to be self-insured, the new benefits provided shall be equal to or better than the benefits set forth herein. Said benefits, including dental benefits as set forth below, shall apply to eligible retirees and their dependents as set forth in Section 6 below. Retiree survivor benefits shall be provided only to the employee's spouse and dependents at the time of retirement in accordance with Resolution No. 08-150, adopted on January 22, 2008. As of June 28, 2011, employees with less than 20 years of service at that time are required to contribute towards their healthcare premium in retirement in accordance with Chapter 78, P.L., 2011 adopted by the State of New Jersey (See Section 6).

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

**Section 3.** The Borough shall provide disability income insurance covering employees for a period of up to six (6) months. Employees shall be afforded full pay only if they exhaust their sick leave bank during the disability insurance period. If the employee exhausts the entire sick leave bank or has no accumulated sick leave, the employee shall be afforded only the disability income provided by the insurance carrier and not full pay. Employees must work for the Borough of Garwood for six (6) continuous months in order to be eligible for non-work-related disability income insurance. Employees with less than six (6) continuous months of service will not be eligible for disability income insurance.

**Section 4.** The Borough shall provide a Dental Plan through the State Health Benefits Plan Dental Plan. The Borough will pay 100% of the cost for a dental DPO for employee and dependents if the employee wishes to participate in the DEP dental plan the employee will pay 50% of the premium cost through a payroll deduction.

**Section 5.** The Borough of Garwood hereby authorizes payment of the cost of health and dental insurance in retirement as follows for employees hired prior to October 11, 2016:

(a) Employees that retire after twenty-five (25) years or more of service credit in the Public Employees Retirement System and service with the Borough of Garwood.

(b) Employees that retire with 20 years of service as of June 28, 2011, in accordance with Chapter 78, P.L., 2011 adopted by the State of New Jersey shall not be required to contribute towards the cost of their health and dental care in retirement in accordance with law set forth by the State of New Jersey.

(c) Employees that retire with less than twenty (20) years of service as of June 28, 2011 shall contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011.

(d) Employees that have retired on a disability pension in accordance with terms in (b) (c) (d) (e) of this section.

(e) All employees hired on or after October 11, 2016 shall not be afforded retiree health benefits for themselves, spouses and/or dependents. Furthermore, Resolution No. 08-150 is rescinded to employees hired after October 11, 2016.

### **ARTICLE 24. WAGES**

**Section 1.** Effective January 1, 2020, the Borough agrees to grant employees in the bargaining unit covered by this agreement a 2% percent per hour increase.

**Section 2.** Effective January 1, 2021, the Borough agrees to grant employees in the bargaining unit covered by this agreement a 2% percent per hour increase.

**Section 3.** Effective January 1, 2022, the Borough agrees to grant employees in the bargaining unit covered by this agreement a 2% percent per hour increase.

**Section 4.** Effective January 1, 2023, the Borough agrees to grant employees in the bargaining unit covered by this agreement a 2% increase per hour increase.

**Section 5.** Effective January 1, 2024, the Borough agrees to grant employees in the bargaining unit covered by this agreement a 2% increase per hour increase.

**Section 6.** Salary for years 2020-2024 are as follows for employees for employees hired prior to January 1, 2013:

Year	2020	2021	2022	2023	2024
Percentage Increase	2%	2%	2%	2%	2%
Hourly Rate	\$34.06	\$34.74	\$35.43	\$36.14	\$36.87

**Section 7.** Effective January 1, 2013, for all employees hired after January 1, 2013 the following wage schedule and classifications shall apply. Each classification shall be for a period of one year from the date of hire:

Probationary employee: 50% less than the current hourly rate  
Class E employee: 40% less than the current hourly rate  
Class D employee: 30% less than the current hourly rate  
Class C employee: 20% less than the current hourly rate  
Class B employee: 10% less than the current hourly rate  
Class A employee: Current hourly rate

**Section 8.** All part-time employees hired on or after January 1, 2020 the following wage schedule and classifications shall apply. Each classification shall be for a period of one year from the date of hire:

Probationary Part-Timer: 50% less than the current hourly rate  
Class E Part-Timer: 40% less than the current hourly rate

Class D Part-Timer: 30% less than the current hourly rate  
 Class C Part-Timer: 20% less than the current hourly rate  
 Class B Part-Timer: 10% less than the current hourly rate  
 Class A Part-Timer: Current hourly rate.

**Section 9.** The \$6.00 per hour rate for the title of foreman shall be increased as follows:

January 1, 2020 - \$1.50  
 January 1, 2021 - \$1.50  
 January 1, 2022 - \$1.00

**Section 10.** In a year when a biweekly payroll would result in twenty-seven (27) pay periods, the pay periods will be adjusted as necessary to remain at twenty-six (26) pay periods. This may result in a one (1) week gap between pay cycles, but will not change the annual salary an employee receives.

**ARTICLE 25. LONGEVITY**

Longevity payments to employees hired prior to January 1, 1993, shall be made according to the following schedule and shall be effective January 1, 1993, on the anniversary date of the employee's date of employment.

<u>YEARS OF SERVICE</u>	<u>PERCENT OVER REGULAR BASE PAY</u>
4 years	3%
8 years	4%
12 years	5%
15 years	6%
20 years	7%

No longevity payment shall be made to or on behalf of any employee hired on or after January 1, 1993.

**ARTICLE 26. STRIKES AND LOCK-OUTS**

**Section 1.** It is agreed that the Union and employees shall not call or engage in strike (or threats thereof) and the Borough shall not institute a lock-out, for any cause whatsoever during the term of this agreement; nor shall the Union or any of its employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Borough operations. Employees, however, shall not be required to cross any primary picket line.

**Section 2.** In the event of a strike, slowdown, walkout or job action not authorized by the Union, it is agreed that participation in any such activity by a Union member shall

entitle the Borough to take disciplinary action, including possible termination of the employment of such employee or employees.

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

#### **ARTICLE 27. SEPARABILITY**

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

#### **ARTICLE 28. DURATION OF AGREEMENT**

**Section 1.** This agreement shall become effective on the date hereof and with respect to salaries shall be retroactive to January 1, 2020 and shall continue in full force and effect for four years until December 31, 2024. Said contract shall continue in effect thereafter unless and until said contract is modified by a subsequent agreement of the Governing Body or unless either party is given notice, in writing, at least sixty (60) days prior to the expiration date of said contract that said contract provisions shall not continue beyond the aforementioned date. In such case, the parties shall endeavor to negotiate a new agreement within the sixty (60) days prior to the expiration of the agreement.


**Section 2.** The salary provisions set forth in the agreement for the years 2020, 2021, 2022, 2023 and 2024 are subject to appropriations and ordinances being adopted by the Mayor and Council.

**Section 3.** The provisions of the contract shall not apply to part time seasonal help employed by the Borough of Garwood who shall be paid such wages and be employed for such hours as may be determined by the Borough. Said summer employment shall not exceed four (4) months in duration each year.

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

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

**Borough of Garwood**


By:   
Sara M. Todisco, Mayor

**ATTEST:**

By:   
Christina M. Ariemma, Borough Clerk


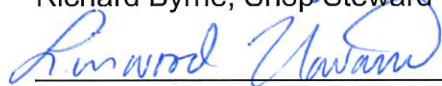
Date: 2/13/2020

**Local No. 11 affiliated with  
International Brotherhood of  
Teamsters**

By:   
Michael Curcio, President

By:   
Elizabeth Williamson, Business Agent

**COMMITTEE:**

  
Richard Byrne, Shop Steward  
  
Linwood Navarro, Committee Member

Date: 2/7/20

**BOROUGH OF GARWOOD**  
**UNION COUNTY, NEW JERSEY**  
MUNICIPAL BUILDING  
403 SOUTH AVENUE  
GARWOOD, NJ 07027

**RESOLUTION NO. 20-249**

**BE IT RESOLVED** by the Council of the Borough of Garwood, County of Union, State of New Jersey, hereby enter into an agreement with Local #11 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and authorize the Mayor and Municipal Clerk to sign said agreement, covering the years 2020, 2020, 2022, 2023 and 2024. The terms of said agreement are attached and made a part of the resolution.

*I, Christina M Ariemma, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on February 13, 2020.*



**CHRISTINA M. ARIEMMA, Municipal Clerk**

## 2020-2024 SALARY GUIDE

2020	2021	2022	2023	2024	%
\$34.06	\$34.74	\$35.43	\$36.14	\$36.87	100%
\$17.03	\$17.37	\$17.72	\$18.07	\$18.44	50%
\$20.44	\$20.84	\$21.26	\$21.68	\$22.12	40%
\$23.84	\$24.32	\$24.80	\$25.30	\$25.81	30%
\$27.25	\$27.79	\$28.34	\$28.91	\$29.50	20%
\$30.65	\$31.27	\$31.89	\$32.53	\$33.18	10%

\$41.56	\$43.74	\$45.43	\$46.14	\$46.87	Foreman
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**BOROUGH OF GARWOOD**  
**UNION COUNTY, NEW JERSEY**  
MUNICIPAL BUILDING  
403 SOUTH AVENUE  
GARWOOD, NJ 07027

**RESOLUTION NO. 19-310**

**WHEREAS**, the collective negotiations agreement between the Borough of Garwood ("Borough") and the International Brotherhood of Teamsters, Local 11 (hereinafter referred to as "Teamsters") expires on December 31, 2019; and

**WHEREAS**, the Borough and the Teamsters have been negotiating the terms to a successor collective negotiations agreement; and

**WHEREAS**, the Borough and the Teamsters have negotiated and agreed upon the terms to a successor collective negotiations agreement set forth in the Memorandum of Agreement executed on December 26, 2019 attached hereto as exhibit A; and

**WHEREAS**, the Memorandum of Agreement was ratified by the members of the Teamsters on December 11, 2019; and

**WHEREAS**, the Borough of Garwood is desirous of ratifying the agreed upon terms to the successor collective negotiations agreement set forth in the Memorandum of Agreement executed on December 26, 2019; and

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

1). The Borough hereby ratifies that the Memorandum of Agreement executed on December 26, 2019 with the International Brotherhood of Teamsters, Local 11 for the period from January 1, 2020 through December 31, 2024.

*I, Christina M Ariemma, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on December 26, 2019.*



**CHRISTINA M. ARIEMMA, Municipal Clerk**



## MEMORANDUM OF AGREEMENT

**BOROUGH OF GARWOOD**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 11**

The negotiations committees of the Borough of Garwood and the International Brotherhood of Teamsters, Local 11 agree to the terms of this Memorandum of Agreement as set forth below:

**1. Article 1, Recognition, Section 2(b). Add the following language:**

Part time employees are defined as individuals working less than twenty-five (25) hours per work week. In addition, no part timers will work if there is layoff of full-time employees. Part time employees shall be subject to probationary period set forth in Article 5.

**2. Article 4, Check-Off of Union Fees. Delete Section 2 and replace with the following:**

**Section 2. Voluntary Representation Fee.**

- (a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year by affirmatively consenting to paying such representation fee by a written authorization form. The purpose of the voluntary representation fee is to offset the employee's fair share cost of services rendered by the Union as the majority representative.
- (b) Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.
- (c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Borough a list of employees who have not become members of the Union for said membership year but have elected to pay a voluntary representation fee.
- (d) The Borough will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- i. Within twenty-one (21) days after receipt of the aforesaid list by the Borough; or
  - ii. Thirty (30) days after the employee begins his/her employment with the Borough in a title represented by the Union, unless the employee previously served in the Union and continued in the employ of the Borough in a non-Union position, or was on layoff, in which event the deductions will begin the first paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.
- (e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (f) The Union will notify the Borough in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Borough received said notice.
- (g) On or about the last day of each month, the Borough will submit to the Union a list of all employees who began their employment with the Borough in a title represented by the Union during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- (h) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Borough shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.
- (i) The Union shall indemnify and hold the Borough harmless against any liability and/or claims which may arise because of actions of the Borough in deduction and transmission of voluntary representation fees.

**3. Article 11, Holidays, Section 1:**

In lieu of Martin Luther King Day being afforded as a holiday, the Borough will afford each employee one (1) additional personal day that may be used within the calendar year but shall not accumulate from year to year.

**4. Article 12, Vacations, Section 5. Add the following language:**

An employee may cash in a maximum of five (5) unused vacation days for payment at the end of the calendar year. Any remaining unused vacation days for the calendar year shall be forfeited. Payment shall be made by the Borough during the 1<sup>st</sup> quarter of the new year. The payment for the vacation time shall be paid at the rate of pay during the expiring year the vacation time was afforded.

**5. Article 12, Vacations, New Section 6:**

Part time employees shall be afforded a pro-rated amount of vacation time.

**6. Article 14, Section 1(a). Add the following language:**

Part time employees shall be afforded a pro-rated amount of sick time.

**7. Article 15, Bereavement Pay, Delete the first sentence in its entirety and replace with the following:**

Employees shall be granted up to three (3) days off with pay at the employee's straight rate from death to three (3) days after burial for the employee's immediate family. Further, the employee may use one (1) of the above-referenced three (3) days within thirty (30) days of the date of the burial for a memorial service of an immediate family member.

**8. Article 15, Bereavement Pay. Add the following language:**

Include son-in-law and daughter-in-law to two (2) days of bereavement.

**9. Article 20, Uniforms, Section 1(d). Increase the shoe allowance:**

Increase the shoe allowance by \$40.00. The increase towards the shoe allowance may be used to purchase compression socks and/or insoles.

**10. Article 20, Uniforms, New Section 1(f):**

The Borough shall pay up to a maximum of \$100.00 towards the cost of prescription safety glasses. The payment shall be made thirty (30) calendar days after proof of purchase for such prescription safety glasses is provided to the Borough CFO.

**11. Article 21, Miscellaneous Provisions, New Section 4:**

Employees on workers compensation for a work-related injury are afforded 100% of their compensation for the first six (6) months on workers compensation and shall be reduced to 70% of their compensation for workers compensation time thereafter.

**12. Article 23, Welfare and Pension Benefits, Section 1. Delete the following language in its entirety:**

Employees and retirees shall contribute towards health benefits in accordance with New Jersey state law (Ch. 78, P.L. 2011).

**and replace with the following:**

Employees and retirees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011.

**13. Article 23, Welfare and Pension Benefits, Section 3. Add the following language:**

Employees must work for the Borough of Garwood for six (6) continuous months in order to be eligible for non-work-related disability income insurance. Employees with less than six (6) continuous months of service will not be eligible for disability income insurance.

**14. Article 23, Welfare and Pension Benefits, Section 5. Delete in its entirety.**

**15. Article 23, Welfare and Pension Benefits, Section 6(c). Delete the following language in its entirety and replace with the following:**

Employees that retire with less than twenty (20) years of service as of June 28, 2011 shall contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011.

**16. Article 24, Wages, Modify Sections 1 through 4.**

Salary increases as follows:

January 1, 2020 – 2%

January 1, 2021 – 2%

January 1, 2022 – 2%

January 1, 2023 – 2%

January 1, 2024 – 2%

**17. Article 24, Wages, Modify Numbering of Duplicated Section 4 and renumber the remaining sections of Article 24. Revise salary chart in Duplicated Section 4 to reflect the salary increases of 2.0% for 2020 through 2024.**

**18. Article 24, Wages, Section 6, New subsection (b):**

All part-time employees hired on or after January 1, 2020 the following wage schedule and classifications shall apply. Each classification shall be for a period of one year from the date of hire:

Probationary Part-Timer:	50% less than the current hourly rate
Class E Part-Timer:	40% less than the current hourly rate
Class D Part-Timer:	30% less than the current hourly rate
Class C Part-Timer:	20% less than the current hourly rate
Class B Part-Timer:	10% less than the current hourly rate
Class A Part-Timer:	Current hourly rate.

**19. Article 24, Wages, New Section 7:**

The \$6.00 per hour rate for the title of foreman shall be increased as follows:

January 1, 2020 - \$1.50

January 1, 2021 - \$1.50

January 1, 2022 - \$1.00

**20. Article 24, Wages, New Section 8:**

In a year when a biweekly payroll would result in twenty-seven (27) pay periods, the pay periods will be adjusted as necessary to remain at twenty-six (26) pay periods. This may result in a one (1) week gap between pay cycles, but will not change the annual salary an employee receives.

**21. Article 28, Teamsters Local 11 Education Fund:**

Delete Article 28 in its entirety.

**22. Article 29, Duration:**

The term of the Agreement shall be from January 1, 2020 through December 31, 2024.

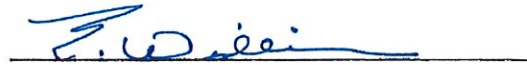
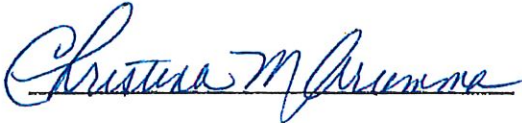
**23. The parties acknowledge that the terms and conditions of this Memorandum of Agreement are subject to ratification, by the Borough of Garwood and the International Brotherhood of Teamsters, Local 11.**

**24. All parties agree to recommend these terms and conditions to their respective constituents for ratification.**

**25. All proposals which are not included in this Memorandum of Agreement shall be deemed withdrawn by both parties.**

Borough of Garwood

International Brotherhood of  
Teamsters, Local 11



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December 26, 2019

12-11-19

Dated:

Dated: