

A G R E E M E N T

between

BOROUGH OF CLOSTER

and

TEAMSTERS LOCAL 945

Effective Date: January 1, 2005

Expiration Date: December 31, 2008

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ARTICLE I PREAMBLE

This agreement entered into this **FIRST (1ST) DAY OF JANUARY 2005** by and between the BOROUGH OF CLOSTER, in the County of Bergen, a Municipal Corporation of the State of New Jersey (hereinafter "BOROUGH") and TEAMSTERS LOCAL 945 (hereinafter "UNION") represents the complete and final understanding on all bargain able issues between the BOROUGH and the UNION.

ARTICLE II RECOGNITION

SECTION 1

The Borough of Closter hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Sanitation, Garage, Disposal, Roads, Parks, Public Buildings, excluding Clerical Employees, Supervisory and Office Employees of the Borough of Closter in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

SECTION 2

The bargaining unit shall consist of all Sanitation, Garage, Disposal, Parks, Public Buildings, excluding Clerical Employees, Supervisory and Office Employees of the Borough of Closter.

SECTION 3

Wherever used herein the term "Employees" shall mean and be construed only as referring to a Sanitation, Garage, Disposal, Roads, Parks, Public Building and Clerical employees covered by this agreement.

ARTICLE III PRIOR AGREEMENTS

Upon the signing of this Agreement, the Union and Borough agree to incorporate all past agreements and amendments to make a full and complete contract for the years January 1, 2005 through December 31, 2008.

ARTICLE IV CHECK-OFF

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough Administrator, or his designee during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator or his designee.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. **Thirty (30) work days in Union.**

A newly hired employee who works thirty (30) days will be given a check-off authorization card to join the Union. Such deductions shall be made in compliance with N.J.S.A. "RS" 52:14:15.9E, as amended.

G. **D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted, along with the name of each employee on whose behalf a deduction is made. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which applicable law prohibits. The Borough agrees to check-off voluntary contributions with appropriate confidentiality safeguards.

ARTICLE V MAINTENANCE OR WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf with cause, shall authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employees from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance or the employee's

duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activity by the Union member shall be deemed grounds for disciplinary action.
- C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

ARTICLE VI SALARIES

Tier 1 and Tier 2

Retro money will be available after the signing of this Agreement. The Tier 1 and Tier 2 salaries of employees and pay grades shall be increased as follows:

- 1. Effective January 1, 2005 4 %
- 2. Effective January 1, 2006 4 %
- 3. Effective January 1, 2007 3½ %
- 4. Effective January 1, 2008 3½ %

All present employees will be on the "NEW" pay scale as indicated in this 2005, 2006, 2007 and 2008 contract. Therefore, those individuals who had been on the old scale would be moved to the new scale, either laterally or at increment time. (Attached as Appendix A is a breakdown) It is understood that all recent employees hired after August 14, 1996 be then referred to as being Tier-2.

ARTICLE VII PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of ninety (90) days. The township may extend this period by an additional thirty (30) days by notifying the Union in writing. During this probationary period, the BOROUGH reserves the right to terminate a probationary employee for any reason. Employees so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

There will be no vacation for a probationary employee; an employee completing his probationary period will be entitled to one (1) week vacation during the second six (6) month period of employment by receiving eighty-three hundredths (0.83) paid vacation days for each full month worked.

The probationary employee shall not receive a clothing allowance or CDL allowance during the probationary period.

ARTICLE VIII REGULAR WORK HOURS - OVERTIME AND STAND BY PAY

SECTION 1

Starting Time - Regular starting time on regular workdays is 7:00 A.M. All employees shall be ready at 7:00 A.M. Any employee arriving for work or not ready for work by 7:15 A.M. will be docked one-half (½) hour. Any employee arriving for work or not ready for work at 7:30 A.M. will be docked one (1) hour. Any employee arriving for work or not ready for work by

8:00 A.M. will be docked in one-half (1/2) hour increments until such time the employee arrives or is ready for work.

SECTION 2

Quitting time - Quitting time on all regular days is 3:00 P.M. Any employee leaving before 3:00 P.M. without supervisory permission will have time docked and be subject to disciplinary action, which can include suspension, without pay, and/or termination of employment.

SECTION 3

Time Cards - It is the responsibility of each employee to punch his or her card in at time of arrival, and punch his or her card out at quitting time. Any employee failing to punch in or punch out each and every day is subject to the following management action:

First offense - verbal warning - second offense - written warning - third offense - one-day suspension without pay. This section will operate on an annual basis.

- A. In the event a man is required to "standby", it will be on a minimum of a weekly basis (Friday through the following Thursday) and compensated at \$175.00 (\$25.00 per day). If the employee performs work from 12:01am Monday to 11:59pm Saturday it will be paid at one and one-half (1-1/2) times the computed hourly rate, if work is performed on Sunday or a holiday it will be paid at two (2) times the computed hourly rate. No "standby" rate paid for days performing "standby" work.
- B. Overtime shall be paid for all work performed in excess of the standard forty (40) hour work week at the rate of one and one-half (1-1/2) times the computed hourly rate excepting that overtime work performed on Sundays and Holidays will be paid at the rate of two (2) times the computed hourly rate.
- C. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the department head. The reasons for the granting of overtime shall be noted on the time report and certified by the department head.

- D. Overtime shall be paid by compensation. In accordance with the Fair Labor Standards Act, 29 USCA 201 et seq., compensatory time off shall not be granted.

- E. Working hours and daily schedules of employees will be arranged to fit the needs of the BOROUGH. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the BOROUGH demand such work. In administering the requirement to work overtime, the BOROUGH will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. The Superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

- F. Each employee working overtime shall receive a copy of the overtime voucher, which shall be numbered. \When the employee is paid for overtime, the BOROUGH check shall reference that overtime voucher number.

- G. Overtime shall be distributed as equally as practical among employees capable of performing the work available. However, should all employees capable of performing overtime on an overtime basis refuse the work available, the Borough shall have the right to schedule such overtime amongst the employees capable of performing the work on the basis of the reverse order of seniority. Overtime will be distributed on a rotating basis starting with the most senior employee.

- H. In the event a man is called back to work after he finished work for the day, for overtime, which is not contiguous to the normal workday, he shall be paid for a minimum of four (4) hours at the overtime rate.

ARTICLE IX VACATIONS

The following vacation is applicable to all present employees in the Unit:

Tier 1

1. Employees hired prior to December 31 in any calendar year will receive eighty-seven hundredths (0.87) paid vacation days for each full month worked.
2. After one (1) year of continuous employment by the BOROUGH:
Ten (10) workdays.
3. After five (5) years of continuous employment by the BOROUGH:
Fifteen (15) workdays.
4. After ten (10) years of continuous employment by the BOROUGH:
Twenty (20) workdays.
5. After fifteen (15) years of continuous employment by the BOROUGH:
Twenty-five (25) workdays.

Tier 2

6. New employees (Tier 2) hired after August 14, 1996 will receive vacation as present employees with the exception of a maximum of twenty (20) workdays.
- A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head and further subject to any special provision that the Department Head, in its reasonable discretion determine to be in the best interest of the BOROUGH.

- B. All employees shall submit requests for vacation at least one (1) month in advance to the Department Head.
- C. A vacation period of one (1) week must be taken at one time. Vacation periods of more than one (1) workweek may be taken in consecutive weeks upon approval by the Supervisor, or, in the case of a Supervisor, upon the approval of the Councilman in charge of the Department. However, vacation periods of two (2), three (3) or four (4) workweek periods may, at the option of the employee, be divided into weekly periods.
- D. The time of the year of the vacation shall be determined by the Department Head with due regard for the wishes of the employee and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.
- E. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the department. All requests shall be submitted in writing by March 1st of the calendar year in which the vacation is to be taken.
- F. No refund of vacation time shall be allowed to illness incurred while on vacation leave.
- G. Employees shall be entitled to the provisions of the Borough Code set forth at Section 48-8D, which reads:

Employees will accrue two (2) extra days paid vacation for each completed year of their employment up through fifteen (15) years of such employment and three (3) extra days for each completed year in excess of fifteen (15) years. Such accrued vacation will be granted only upon termination of employment with the Borough. No employee who has been discharged from the employ of the

Borough of Closter shall be eligible for any of the benefits hereunder. Employees employed by the Borough at the time of the adoption of this ordinance shall be deemed to have accrued extra vacation days for each year of service to the Borough as above provided.

ARTICLE X LONGEVITY

Tier-1

There shall be paid to each present full-time employee a longevity pay of one (1%) percent of each such employee's current years base salary for each three (3) years of completed service to the Borough. After completion of the first three (3) year period of service, the employee shall in addition receive as longevity pay, one-third (1/3) of one (1) percent of the current year's base salary for each additional year of completed service with a minimum cap of 10%. Payments under this section shall be made at the time of regular salary payments. Computation of time of employment for purpose of this section shall be from January 1 of the initial year of employment.

Tier-2

Newly hired employees after August 14, 1996 will not receive a longevity of one percent (1%) until the completion of the (6th) sixth year and then receive one-third (1/3) of one percent (1%) for each year of service to a maximum of ten percent (10%).

ARTICLE XI REPLACEMENT OF TOOLS

BOROUGH acknowledges that mechanic's tools are his or her private property to be used for the workings of the Department. The BOROUGH will compensate the mechanic seven hundred (\$700.00) dollars per each year of the Agreement for the replacement and purchase of tools.

ARTICLE XIII HOLIDAYS

A. All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate for daily compensation in each calendar year. The holiday schedule shall include the following holidays:

1. New Year's Day
2. Martin Luther King, Jr., Day
3. Floating Holiday (1)
4. President's Day (third Monday in February)
5. Good Friday
6. Memorial Day (last Monday in May)
7. Independence Day (July 4th)
8. Labor Day (first Monday in September)
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day (fourth Thursday in November)
13. Christmas Day

Street and Road Department employees who work on Election Day shall receive the Day after Thanksgiving as a holiday.

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. In order to be entitled to the above paid holidays, the employee must work the regular workdays before and after the holiday, except that if a holiday falls within an employee's vacation, the employee will receive an additional day of vacation.

- D. Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.
- E. Should an official holiday occur when an employee is on sick leave, he shall not have the holiday charged against his sick leave. Except for vacation and holidays, there shall not be any additional (personal days) granted.

ARTICLE XIV BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed five (5) days.
- B. The "immediate family" shall include only mother, father, sister, brother, husband, wife, child, mother-in-law or father-in-law of the employee.
- C. Reasonable verification of the event may be required by the Borough.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.
- 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. The Borough Administrator or his designated representative, if reasonable, will grant such request, for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off, or against any unused vacation leave.

ARTICLE XV INSURANCE

- A. The BOROUGH shall provide hospitalization insurance coverage and major medical and dental insurance in effect on the date of execution of this Agreement at no cost to the employee.

- B. The BOROUGH has the right to change insurance carriers or institute a self-insurance plan as long as the same or substantially similar type benefits as provided by the existing insurance carrier's contract are provided.

- C. The BOROUGH shall provide an eyeglass plan to the employees only (no spouse, family or dependent coverage) at a cost of not to exceed fifteen (\$15.00) dollars per month per employee. Any additional cost above fifteen (\$15.00) dollars per month per employee shall be borne by the employee by deducting that amount from the employee's first weekly paycheck in each and every month.

- D. The BOROUGH at its expense will provide short and long term disability insurance policy for each employee.

- E. Retired Employees are also entitled to coverage under the plan. Retired Employees pay (50%) fifty percent of premium cost of coverage under the plan and the Borough of Closter co-pays (50%) fifty percent of premium cost if the retired Employee meets certain requirements, including attaining at least (62) sixty-two years of age and at least (15) fifteen years of service. If the retired Employee is paying the partial cost of coverage, the monthly premium will be deducted from such retired Employee's pension on a monthly basis or as otherwise established by the New Jersey State Health Benefits Program.

- F. The Borough provides a program wherein covered Employees shall have the individual option to exercise an insurance waiver. Waiver shall only be permitted where the

Employee has access to alternative medical coverage. It is the Borough's responsibility to ensure that the alternative coverage is maintained and that the Borough's plan is available to the Employee upon termination of said alternative coverage. Employees electing such waiver will receive (50%) fifty percent of the cost of the Borough's insurance premium for the waived coverage. The payment will be made in a single direct check at the end of each calendar year. This payment is taxable to the Employee.

ARTICLE XVI SICK DAYS LEAVE AND BANK

The BOROUGH wishes to reinforce that the concept of sick days was to compensate dedicated employees in times of illness so that they would not be penalized by losing salary. Therefore, sick days are to be used when somebody is ill.

Tier-1 present employees to freeze all the sick day bank at the 1996 level. The present employees would receive the benefit of that sick bank by either using it for illness or receiving compensation upon retirement as has been past practice.

There will be 15 days sick leave granted to each employee. However, they would be non-accumulative. Employees who did not use their 15 days or any portion of those 15 days, would be rewarded at year end by receiving the amount equal to 50% pay for any days not utilized.

The BOROUGH, in recognizing the concerns of employees and in its desire to protect employees, proposes instituting a short-term and long-term disability insurance policy to replace the sick bank concept. The short and long-term disability policy would be at the Borough's expense.

ARTICLE XVII PROMOTIONS

- A. It is the intent of the parties that prospectively, from the date of execution of this Agreement, employees shall move up a grade in pay on the annual anniversary of their date of employment if they have provided satisfactory service to the Borough.

- B. Whether or not an employee shall have provided satisfactory service to the Borough is to be based upon objective criteria such as absenteeism beyond contractually allotted sick days, lateness, absence without authorization, failure to respond to call-in, written warnings and other discipline for failure to perform duties, for poor performance, for insubordination and the like. Such criteria shall be placed in a performance appraisal form to be agreed upon by the parties hereto.

- C. Performance appraisals shall be performed and provided to employees every six months (i.e., a six month interim and annual) and the Borough shall, upon such appraisals, make a determination as to whether an employee is providing satisfactory service to the Borough. If an employee is deemed not to be providing satisfactory service to the Borough, he shall be advised in writing upon the appraisal as to exactly what improvement in performance he must make in order to be deemed to be providing satisfactory service to the Borough.

- D. Upon the annual anniversary date of employment of the annual appraisal, whichever comes first, the employee shall be provided with a grade increase unless his performance is deemed to be unsatisfactory. If his performance is deemed to be unsatisfactory, the employee shall be terminated, subject to the good and just cause standard for discharge set forth in the contract and the grievance arbitration provisions of the contract.

- E. Notwithstanding the above, the parties acknowledge that a number of long term employees may have failed to have been given grade increases over the years even though their performance may have warranted such increases. The Borough agrees that it

shall give due consideration to the lack of such grade increases in prior years to those long term employees in determining whether to grant grade increases in excess of those provided above to these employees on or before the annual anniversary of their date of employment.

- F. It is agreed the appraisals shall be performed by supervisory personnel without consideration of whether the appraisal result will warrant an increase in grade for the affected employee.

ARTICLE XVIII GRIEVANCE PROCEDURE

SECTION 1

A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

SECTION 2

A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

SECTION 3 **PROCEDURE**

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

- b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).
- c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).
- d. If the decision given by the Director of the respective Department involved to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Business Administrator, within three (3) working days, of its desire to meet with the Department Head, who shall meet with a representative of the Union within five (5) working days after receipt of the notice by the Business Administrator. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is not answered within the time limit, the Township shall be considered as deciding the grievance in favor of the employee who filed the grievance).
- e. In the event the grievance is not satisfactory settled by the meeting between the respective Department Head and the representative of the Union, then both parities agree that within ten (10) calendar days either party may request the New Jersey State Board of Mediation to aid them in the selection of an Arbitrator,

according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute and the Arbitrators decision shall be final and binding.

SECTION 4

The arbitrator shall have no authority to change, modify, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at an arbitration hearing shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

SECTION 5

The Employer and the Union shall share the cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, equally.

ARTICLE XIX MANAGEMENT RIGHTS

- A. The Borough of Closter hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing and following rights:
 - 1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough, providing no current Employee is displaced.
5. To set rates of pay for temporary or seasonal employees.
6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
7. Nothing contained herein shall prohibit the Borough from contracting out any work.
8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the DPW Department.

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

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:-1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE XX MILITARY LEAVE

The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

Any full-time employee who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the state or federal government for such service. When an employee 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 service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military service.

ARTICLE XXI JURY LEAVE

- A. A regular full-time 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 daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, up to a maximum of five (5) days per year, subject to the following conditions:
1. The employee must notify his DPW Commissioner immediately upon receipt of a summons for jury service.
 2. The employee has not voluntarily sought jury service.
 3. The employee is attending jury duty, during vacation and/or other time off from Borough employment.
 4. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock (12:00) p.m., that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE XXII MISCELLANEOUS PROVISIONS

A. **CLOTHING and SHOE ALLOWANCE**

Each employee shall receive annually, a (\$700.00) seven hundred dollar annual clothing and shoe allowance using the voucher system.

B. **MEAL PROVISION/VOUCHERS**

The Superintendent of the Department of Public Works will provide meals or a voucher when necessary after eight (8) hours of work.

C. **REST PERIOD**

There will never be a time when members of the department will be required to operate machinery over sixteen (16) hours in any one period. Facilities will be provided and under the direction of the Superintendent, rest periods, when used, will be approved.

D. **DRUG AND ALCOHOL TESTING POLICY**

The Borough's Drug and Alcohol Policy is attached as "Appendix B"

E. **FAMILY LEAVE ACT**

The Borough's will follow the Federal guidelines dealing with family leave mandates.

F. The Borough will grant one (1) set rain gear, per man, per year.

G. The Borough shall provide first aid kits in all public works trucks.

H. Any new employee prior to being employed shall submit to a pre-employment physical examination to be arranged for and paid for by the Borough.

I. **BULLETIN BOARDS**

The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notice with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the DPW Commissioner with a covering letter authorizing the posting of such notice, and signed notice, and signed by an officer of the Union, over the seal of the Union organization.

J. **PERSONNEL FILES**

- a. Established personnel files are confidential records, which shall be maintained under the direction of the DPW Commissioner, or his designee.
- b. Employees covered under this Agreement may review any written evaluation reports or written complaints, which may be contained in his personnel file.
- c. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.
- d. Access to personnel files shall be limited to the employee concerned (or his designee), the Mayor, Council, Legal Counsel, Superintendent of the Department, Foreman of the Department, and the Borough Administrator.

K. **RESIGNATION**

- a. An Employee who wishes to resign from the borough service shall give his or her office or department head at least two (2) weeks prior written notice of his or her resignation. Any Employee so resigning shall not take his or her earned annual vacation time during said two-week notice period, unless approved by DPW Superintendent.
- b. Any Employee failing to give at least two (2) weeks notice shall forfeit his or her accrued vacation time or any type of compensation in lieu of vacation.
- c. Any Employee who does not submit his or her resignation in compliance with the provisions in this section or who is absent from work for a period of three (3) or more days without notifying the DPW Superintendent of the reasons for his or her absence and of his or her intention to return to work may be considered as having resigned without notice.

- d. Any Employee who fails to return to his or her duties within three (3) days after the expiration date of an authorized leave period without notifying the DPW Superintendent shall be considered as having resigned without notice, provided that the failure to give notice was not caused by unavoidable circumstances.

ARTICLE XXIII FULLY-BARGAINED AGREEMENT


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

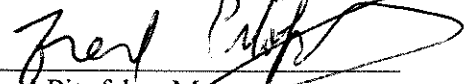
ARTICLE XXIV DURATION OF AGREEMENT

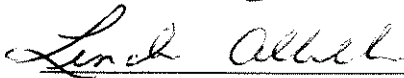
This Agreement shall be effective from **JANUARY 1, 2005** and shall terminate on **DECEMBER 31, 2008**. This Agreement shall continue in full force and effect after its termination date until the execution of the successor agreement between the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written:


Borough of Closter


Eric Lenander, Borough Administrator


Fred Pitofsky, Mayor


Linda Albelli, Councilperson


Kyle Dennerlein, Councilperson


Loretta Castano, Borough Clerk

Teamsters Local 945

 2/22/05
David Baumant, Secretary-Treasurer

 2/28/05
Steve Bottieri, President


Alphonse Diasparra, Shop Steward

APPENDIX - A

Sanitation Section	Old-2004	Old-2004 CDL	4%-2005	4%-2005 CDL	4%-2006	4%-2006 CDL	3.5%-2007	3.5%-2007 CDL	3.5%-2008	3.5%-2008 CDL
tier 1										
DRIVER COLLECTOR STARTING										
Grade 4	\$ 31,221.19	\$ 36,807.37	\$ 32,470.04	\$ 38,279.66	\$ 33,768.84	\$ 39,810.85	\$ 34,950.75	\$ 41,204.23	\$ 36,174.02	\$ 42,646.38
Grade 3	\$ 34,165.72	\$ 39,751.90	\$ 35,532.35	\$ 41,341.98	\$ 36,953.64	\$ 42,995.66	\$ 38,247.02	\$ 44,500.50	\$ 39,585.67	\$ 46,058.02
Grade 2	\$ 36,124.61	\$ 41,710.79	\$ 37,569.59	\$ 43,379.22	\$ 39,072.38	\$ 45,114.39	\$ 40,439.91	\$ 46,693.39	\$ 41,855.31	\$ 48,327.66
Grade 1	\$ 41,030.80	\$ 46,616.98	\$ 42,672.03	\$ 48,481.66	\$ 44,378.91	\$ 50,420.93	\$ 45,932.18	\$ 52,185.66	\$ 47,539.80	\$ 54,012.16
Maximum	\$ 45,934.22	\$ 51,520.40	\$ 47,771.59	\$ 53,581.22	\$ 49,682.45	\$ 55,724.46	\$ 51,421.34	\$ 57,674.82	\$ 53,221.09	\$ 59,693.44
	\$ 50,840.42	\$ 56,426.60	\$ 52,874.04	\$ 58,683.66	\$ 54,989.00	\$ 61,031.01	\$ 56,913.61	\$ 63,167.10	\$ 58,905.59	\$ 65,377.94
COLLECTOR SECTION										
Starting	\$ 30,925.21	\$ 36,511.39	\$ 32,162.22	\$ 37,971.85	\$ 33,448.71	\$ 39,490.72	\$ 34,619.41	\$ 40,872.89	\$ 35,831.09	\$ 42,303.45
Grade 3	\$ 35,814.87	\$ 41,401.05	\$ 37,247.46	\$ 43,057.09	\$ 38,737.36	\$ 44,779.38	\$ 40,093.17	\$ 46,346.65	\$ 41,496.43	\$ 47,968.79
Grade 2	\$ 40,701.80	\$ 46,287.98	\$ 42,329.87	\$ 48,139.50	\$ 44,023.07	\$ 50,065.08	\$ 45,563.87	\$ 51,817.36	\$ 47,158.61	\$ 53,630.96
Grade 1	\$ 45,590.10	\$ 51,176.28	\$ 47,413.70	\$ 53,223.33	\$ 49,310.25	\$ 55,352.26	\$ 51,036.11	\$ 57,289.59	\$ 52,822.37	\$ 59,294.73
Maximum	\$ 50,478.38	\$ 56,064.56	\$ 52,497.52	\$ 58,307.14	\$ 54,597.42	\$ 60,639.43	\$ 56,508.33	\$ 62,761.81	\$ 58,486.12	\$ 64,958.47
STREET & ROAD SECTION										
Leader	\$ 57,227.82	\$ 62,814.00	\$ 59,516.93	\$ 65,326.56	\$ 61,897.61	\$ 67,939.62	\$ 64,064.03	\$ 70,317.51	\$ 66,306.27	\$ 72,778.62
Equipment Operator Starting	\$ 37,700.82	\$ 43,287.00	\$ 39,208.85	\$ 45,018.48	\$ 40,777.21	\$ 46,819.22	\$ 42,204.41	\$ 48,457.89	\$ 43,681.56	\$ 50,153.92
Grade 3	\$ 41,231.79	\$ 46,817.97	\$ 42,881.06	\$ 48,690.69	\$ 44,596.30	\$ 50,638.32	\$ 46,157.17	\$ 52,410.66	\$ 47,772.68	\$ 54,245.03
Grade 2	\$ 45,650.65	\$ 51,236.83	\$ 47,476.68	\$ 53,286.30	\$ 49,375.74	\$ 55,417.76	\$ 51,103.89	\$ 57,357.38	\$ 52,892.53	\$ 59,364.88
Grade 1	\$ 50,072.29	\$ 55,658.47	\$ 52,075.18	\$ 57,884.81	\$ 54,158.19	\$ 60,200.20	\$ 56,053.73	\$ 62,307.21	\$ 58,015.61	\$ 64,487.96
Maximum	\$ 54,634.30	\$ 60,220.48	\$ 56,819.67	\$ 62,629.30	\$ 59,092.46	\$ 65,134.47	\$ 61,160.69	\$ 67,414.18	\$ 63,301.32	\$ 69,773.67
DRIVER LABORER SECTION										
Starting	\$ 31,221.19	\$ 36,807.37	\$ 32,470.04	\$ 38,279.66	\$ 33,768.84	\$ 39,810.85	\$ 34,950.75	\$ 41,204.23	\$ 36,174.02	\$ 42,646.38
Grade 4	\$ 34,165.72	\$ 39,751.90	\$ 35,532.35	\$ 41,341.98	\$ 36,953.64	\$ 42,995.66	\$ 38,247.02	\$ 44,500.50	\$ 39,585.67	\$ 46,058.02
Grade 3	\$ 36,124.61	\$ 41,710.79	\$ 37,569.59	\$ 43,379.22	\$ 39,072.38	\$ 45,114.39	\$ 40,439.91	\$ 46,693.39	\$ 41,855.31	\$ 48,327.66
Grade 2	\$ 41,030.80	\$ 46,616.98	\$ 42,672.03	\$ 48,481.66	\$ 44,378.91	\$ 50,420.93	\$ 45,932.18	\$ 52,185.66	\$ 47,539.80	\$ 54,012.16
Grade 1	\$ 45,934.22	\$ 51,520.40	\$ 47,771.59	\$ 53,581.22	\$ 49,682.45	\$ 55,724.46	\$ 51,421.34	\$ 57,674.82	\$ 53,221.09	\$ 59,693.44
Maximum	\$ 50,840.42	\$ 56,426.60	\$ 52,874.04	\$ 58,683.66	\$ 54,989.00	\$ 61,031.01	\$ 56,913.61	\$ 63,167.10	\$ 58,905.59	\$ 65,377.94
Mechanic	\$ 62,236.48	\$ 67,822.66	\$ 64,725.94	\$ 70,535.57	\$ 67,314.98	\$ 73,356.99	\$ 69,671.00	\$ 75,924.48	\$ 72,109.49	\$ 78,581.84
TRANSFER STATION Eight hours	\$ 242.89	\$ 252.61	\$ 262.71	\$ 271.90	\$ 281.42					

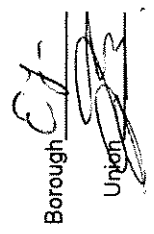
Borough

Union

APPENDIX - A

	Old-2004	Old-2004 CDL	4%-2005	4%-2005 CDL	4%-2006	4%-2006 CDL	3.5%-2007	3.5%-2007 CDL	3.5%-2008	3.5%-2008 CDL
Tier 2 from 1996 Forward										
DRIVER/LABORER										
DRIVER/COLLECTOR										
Starting (Probationary Period)	\$ 30,040.89	\$ 35,627.07	\$ 31,242.53	\$ 37,052.15	\$ 32,492.23	\$ 38,534.24	\$ 33,629.45	\$ 39,882.94	\$ 34,806.49	\$ 41,278.84
Grade 8 (bal. of 1st year)	\$ 31,958.41	\$ 37,544.59	\$ 33,236.75	\$ 39,046.37	\$ 34,566.22	\$ 40,608.23	\$ 35,776.03	\$ 42,029.52	\$ 37,028.20	\$ 43,500.55
Grade 7	\$ 33,875.91	\$ 39,462.09	\$ 35,230.95	\$ 41,040.57	\$ 36,640.18	\$ 42,682.20	\$ 37,922.59	\$ 44,176.07	\$ 39,249.88	\$ 45,722.24
Grade 6	\$ 35,793.41	\$ 41,379.59	\$ 37,225.15	\$ 43,034.77	\$ 38,714.15	\$ 44,756.16	\$ 40,069.15	\$ 46,322.63	\$ 41,471.57	\$ 47,943.92
Grade 5	\$ 37,710.92	\$ 43,297.10	\$ 39,219.36	\$ 45,028.98	\$ 40,788.13	\$ 46,830.14	\$ 42,215.72	\$ 48,469.20	\$ 43,693.27	\$ 50,165.62
Grade 4	\$ 39,628.42	\$ 45,124.60	\$ 41,213.56	\$ 46,929.58	\$ 42,862.10	\$ 48,806.77	\$ 44,362.27	\$ 50,515.00	\$ 45,914.95	\$ 52,283.03
Grade 3	\$ 41,545.92	\$ 47,132.11	\$ 43,207.76	\$ 49,017.39	\$ 44,936.07	\$ 50,978.09	\$ 46,508.83	\$ 52,762.32	\$ 48,136.64	\$ 54,609.00
Grade 2	\$ 43,463.43	\$ 49,049.61	\$ 45,201.97	\$ 51,011.59	\$ 47,010.05	\$ 53,052.06	\$ 48,655.40	\$ 54,908.88	\$ 50,358.34	\$ 56,830.69
Grade 1 (Maximum)	\$ 45,380.93	\$ 50,967.11	\$ 47,196.17	\$ 53,005.79	\$ 49,084.01	\$ 55,126.03	\$ 50,801.95	\$ 57,055.44	\$ 52,580.02	\$ 59,052.38
EQUIPMENT OPERATOR										
Start (Probationary Period)	\$ 34,515.07	\$ 40,101.26	\$ 35,895.67	\$ 41,705.31	\$ 37,331.50	\$ 43,373.52	\$ 38,638.10	\$ 44,891.60	\$ 39,990.44	\$ 46,462.80
Grade 8 (bal. of 1st year)	\$ 37,071.74	\$ 42,657.92	\$ 38,554.61	\$ 44,364.24	\$ 40,096.79	\$ 46,138.81	\$ 41,500.18	\$ 47,753.66	\$ 42,952.69	\$ 49,425.04
Grade 7	\$ 39,628.42	\$ 45,214.60	\$ 41,213.56	\$ 47,023.18	\$ 42,862.10	\$ 48,904.11	\$ 44,362.27	\$ 50,615.76	\$ 45,914.95	\$ 52,387.31
Grade 6	\$ 42,185.09	\$ 47,771.27	\$ 43,872.49	\$ 49,682.12	\$ 45,627.39	\$ 51,669.41	\$ 47,224.35	\$ 53,477.83	\$ 48,877.20	\$ 55,349.56
Grade 5	\$ 44,741.77	\$ 50,327.95	\$ 46,531.44	\$ 52,341.07	\$ 48,392.70	\$ 54,434.71	\$ 50,086.44	\$ 56,339.93	\$ 51,839.47	\$ 58,311.82
Grade 4	\$ 47,298.43	\$ 52,884.62	\$ 49,190.37	\$ 55,000.00	\$ 51,157.98	\$ 57,200.00	\$ 52,948.51	\$ 59,202.01	\$ 54,801.71	\$ 61,274.08
Grade 3	\$ 49,855.10	\$ 55,441.28	\$ 51,849.30	\$ 57,658.93	\$ 53,923.28	\$ 59,965.29	\$ 55,810.59	\$ 62,064.07	\$ 57,763.96	\$ 64,236.32
Grade 2	\$ 52,411.78	\$ 57,997.96	\$ 54,508.25	\$ 60,317.88	\$ 56,688.58	\$ 62,730.59	\$ 58,672.68	\$ 64,926.16	\$ 60,726.23	\$ 67,198.58
Grade 1 (Maximum)	\$ 54,968.45	\$ 60,554.63	\$ 57,167.19	\$ 62,976.82	\$ 59,453.88	\$ 65,495.89	\$ 61,534.76	\$ 67,788.24	\$ 63,688.48	\$ 70,160.83

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1/1/96

DRUG/ALCOHOL ABUSE POLICY STATEMENT

TO: ALL EMPLOYEES REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE

FROM: MAYOR AND COUNCIL

SUBJECT: FEDERALLY MANDATED ANTI-DRUG/ALCOHOL PLAN

This policy statement outlines formally the Borough of Closter policy regarding the program which has been put in place to assure our compliance with the federally mandated anti-drug/alcohol plan, 49 CFR Parts 40, 199, 382 and 391.

Our policy is as follows:

The Borough will make available to all employees and will provide a community service hotline telephone number, which can be used by Borough employees whenever assistance is required. Supervisory personnel who will be in a position to determine whether an employee must be drug/alcohol tested based on "reasonable cause" will receive a minimum of one (1) hour of training on the specific physical, behavioral and performance indicators of probable drug/alcohol abuse.

Additionally, the Borough has been mandated, by Federal regulation, to implement and maintain a program of substance abuse testing on all employees whose jobs are covered under the Federal Department of Transportation regulation 49 CFR Parts 40, 199, 381 and 391.

The Borough further has determined to take action against employees who unlawfully use, distribute or possess alcohol, drugs or controlled substances during or outside assigned working hours in order to prevent illegal activities and to protect employees, the public and the Borough property from danger which may result from the illegal use of alcohol, drugs or controlled substances. The objective of the policy is to provide and maintain a safe, drug/alcohol-free work environment.

The Borough has further determined that it will not employ or use the services of any employee who refuses to be tested for drugs/alcohol, and will discipline any employee who fails a drug/alcohol test which discipline will include termination of services.

DEFINITIONS

"Employee" means a person employed full time by the Borough in a capability which requires a commercial driver's license to be maintained including all Department of Public Works and Department of Human Services CDL Licensed Drivers.

1/1/96

"Fail a drug/alcohol test" means that the confirmation test result shows a positive evidence of the presence of a prohibited drug/alcohol in an employee's system.

"Pass a drug/alcohol test" means that initial testing or confirmation testing does not show evidence of the presence of prohibited drug/alcohol in a person's system.

"Prohibited drug" means any of the following substances specified in the Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. 801.812 (1981 and 1987 CUM.P.P.): Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidine "PCP".

DRUG/ALCOHOL TESTS REQUIRED

A. Pre-employment Testing.

No employee will be hired unless that person passes a drug/alcohol test.

B. Post-accident Testing.

As soon as possible but no later than 8 hours after an accident occurs during employment hours, any employee whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. The decision to test or not to test shall be in the sole discretion of the employer based upon the base information available immediately after the accident. The supervisor in conjunction with any other investigative personnel shall fully document the basis upon which a decision to test or not to test is made. In the case of an accident involving a fatality or involving the issuance of a citation to a Borough employee, the involved employee shall automatically be tested. All covered employees shall immediately report all accidents or citations issued during the employee's course of his/her shift regardless of the type of ownership of vehicle involved in the accident or the citation.

C. Random Testing.

At least 50% of all employees shall be drug tested and 25% of all employees shall be alcohol tested every 12 months. The employees for testing shall be selected by using a random number table that is matched with an employee's identification number. During the first 12 months following the institution of random drug/alcohol testing, the total number of tests conducted shall include at least 25% of the employees required to be tested.

D. Testing based on reasonable cause.

Whenever there is reasonable cause to believe that an employee is using a prohibited drug/alcohol, such employee shall be drug/alcohol tested. The decision to so test will be based on a reasonable belief that the employee is using a prohibited drug/alcohol on the basis of the specific, contemporaneous, physical, behavioral or performance indicators of probable drug/alcohol use. One supervisor of the employee trained in detecting possible drug/alcohol use symptoms shall substantiate the decision to test.

1/1/96

E. Rehabilitation and Discipline.

All employees are entitled to voluntarily participate in the "Employee Assistance Program" regardless of positive test result being received. However, if there is a positive test result, participation in the "Employee Assistance Program" or an alternative program approved by the Borough Administrator shall be a prerequisite to continued employment. Refusal to enroll in a program or to complete a full course of rehabilitation shall be cause for immediate termination of services. A positive alcohol test is one with a level of .040 or greater. Employees with a pattern of reading between .020 and .039 will also be subjected to enrolling in a mandatory counseling program.

In addition to completing a required course of rehabilitation, employees shall be subject to the following discipline:

1. Following the confirmation of a positive test, there shall be a minimum five (5) day suspension. In the case of an alcohol test result between .020 and .039, the penalty would be limited to a suspension for the remainder of that day's work shift unless a pattern developed. The suspension shall remain in full force until there is a negative re-test provided to the Borough of Closter through a certified laboratory (all costs of testing to be borne by the employee) but failure on the part of the employee to present such a negative test result within six (6) weeks from the original incident date may result in termination of services. After two weeks the Borough of Closter reserves the right, for reasons of operational efficiency, to fill the suspended employee's position.
2. Employees found to be in violation of this policy (confirmation of positive drug/alcohol test) on a second occasion will be immediately dismissed.

F. Testing After Rehabilitation

A person who returns to duty as an employee after rehabilitation shall be subject to a reasonable program of follow-up drug/alcohol testing without prior notice for not more than sixty (60) months after his or her return to duty.

G. Administration.

The Borough has designated and authorized the Borough Administrator to enter into a contract with an outside program administrator for the procurement of services necessary for the implementation of this policy, should it be desired.

My signature certifies that I have read, I do understand and that I accept the Borough of Closter Drug/Alcohol Abuse Policy and Drug/Alcohol Free Employee Program.

Employee _____

Date _____

Mar 14 2 36 PM '05