

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: BOROUGH OF LITTLE FERRY County: BERGEN
 2 Employee Organization: BOROUGH OF LITTLE FERRY DEPARTMENT OF PUBLIC WORKS Number of Employees in Unit: 12
 3 Base Year Contract Term: JAN 1, 2020-DEC 31, 2023 New Contract Term: JAN 1, 2024 - DEC 31, 2027

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance
 5 Contract settled with assistance of mediator
 6 Contract settled with assistance of fact-finder
 7 Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ \$735,576.17
 10 Longevity Costs in Base Year \$ 0
 11 Total Salary Base \$ \$735,576.17

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	
13 Cost of Salary Increments (\$)	<u>\$34,919.49</u>	<u>\$35,967.07</u>	<u>\$37,046.09</u>	<u>\$38,157.47</u>	
14 Salary Increase Above Increments (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
15 Longevity Increase (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
16 Total \$ Increase (sum of lines 13-15)	<u>34919.49</u>	<u>35967.07</u>	<u>37046.09</u>	<u>38157.47</u>	
17 New Salary Base (\$)	<u>\$422,866.63</u>	<u>\$435,552.63</u>	<u>\$448,619.21</u>	<u>\$462,077.78</u>	
18 Percentage increase over prior year	<u>3</u> %	<u>3</u> %	<u>3</u> %	<u>3</u> %	

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	SAFETY SHOES ALLOWANCE	110	150	150	150	150	
	WORKING FOREMAN STIPEND	2500	2800	2800	2800	2800	
	SEWER FOREMAN STIPEND	2500	3500	3500	3500	3500	
	BOROUGH MECHANIC STIPEND	7500	7800	7800	7800	7800	
20	Totals(\$):	12610	14250	14250	14250	14250	

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

	Base Year	Year 1
21 Health Plan Cost	\$157233.84	\$193104.72
22 Prescription Plan Cost	\$22927.32	\$31959.36
23 Dental Plan Cost	\$5488.92	\$6612
24 Vision Plan Cost	\$0	\$0
25 Total Cost of Insurance	\$185650.08	\$231676.08
26 Employee Insurance Contributions	\$58232.99	\$72367.65
27 Employee Contributions as % of Total Insurance Cost	31.37 %	31.24 %

Section VI: Medical Costs (continued)

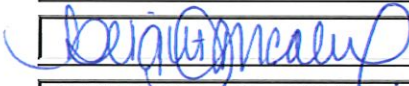
28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: **BRIGITE I. GONCALVES**

Position/Title: **CMFO**

Signature: 

Date: **DECEMBER 18, 2024**

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016



AGREEMENT

-Between-

TEAMSTERS LOCAL 11
International Brotherhood of Teamsters

-And-

BOROUGH OF LITTLE FERRY
Department of Public Works

January 1, 2024 through December 31, 2027

Michael Curcio
President/Principal Officer

Maryann Tittle
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

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THIS AGREEMENT made and entered into on this 8th day of October, 2024, by and between the BOROUGH OF LITTLE FERRY (hereafter "Borough"), with its principal of business located at 179 Mehrhof Road, Little Ferry, New Jersey 07643 and the International Brotherhood of Teamsters, Local No. 11 (hereafter "Union"), with its principal place of business located at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey 07508.

WHEREAS, the Borough and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1
EXCLUSIVITY OF UNION

The Borough agrees that it will not enter into any contract of Memorandum of Agreement with anyone but the recognized Union (Teamsters Local 11) only with regard to the categories of personnel covered by the term of this Agreement.

ARTICLE 2
RECOGNITION

The Borough hereby recognizes the Union as the exclusive representative as certified by the New Jersey Public Employment Relations Commission (PERC), Docket No. RO-2023-034, for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, permanent, full-time blue collar employees and working foreman, employed in the Department of Public Works, excluding white collar employees, seasonal employees, temporary employees, professional employees, craft employees, confidential employees, managerial executives, police employees and all employees that are not employed by the Department of Public Works.

ARTICLE 3
UNION SECURITY

The Borough agrees it will give effect to the following form of Union security:

- A. All present employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of regular monthly dues.

- B. It is agreed that at the time of hire, newly hired employees, who fall within the Union, will be informed that they can join the Union thirty (30) days thereafter.
- C. The Borough will notify the Union of any newly hired employees within fifteen (15) days of his/her starting date.

ARTICLE 4
UNION DUES CHECK-OFF

A. Payroll Deduction

1. The Borough hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Borough, 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 on the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction. Thereafter, the regular deduction shall apply to dues owed for the following month.

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

B. Voluntary Representation Fee

1. 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. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.

2. 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.

3. 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.

4. 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:

- a. Within twenty-one (21) days after receipt of the aforesaid list by the Borough; or
- b. Thirty (30) days after the employee begins his/her employment in 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.

5. 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.

6. 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.

7. 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 in a Union position during the preceding thirty (30) day period. The list will include names, job titles, rates of pay, and dates of employment for all such employees.

8. 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.

9. The Union shall hold the Borough harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

ARTICLE 5 NO STRIKE PROVISION

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activities.

ARTICLE 6
MANAGEMENT RIGHTS

Except as modified herein, the Borough shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the rights to: (a) direct the work-force; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge or take other disciplinary action against employees for cause; (d) relieve employees from duties because of lack of work or other proper reasons; (e) maintain the efficiency of the operation; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the Borough.

ARTICLE 7
SALARIES

The base annual salaries of employees covered by this Agreement hired prior to January 1, 2016 shall be in accordance with Schedule A. Employees hired after January 1, 2016 shall be in accordance with Schedule B. (All increases January 1 following year of service). Employees hired after January 1, 2016 shall be placed in Year 1 Schedule B shall receive an annual increase as following in Schedule B. Any employee who becomes employed in a partial year will have their increase pro-rated. In no event will the wages be below the State of New Jersey minimum wage.

1. Any employee that becomes employed in a partial year shall have their increase pro-rated.
2. Any employee on the Schedule B, with more than one (1) year of service, shall advance to the next step on Schedule B annually on January 1st.
3. In no event will the wages of a current employee be less than a newly hired employee.
4. In no event will the wages be lower than the state of the New Jersey minimum wage.
5. Any employee that is no longer on Schedule B shall get an annual increase of 3.0% added to the base of their hourly wages.

Schedule A

Employees hired before January 1, 2016	2024 (3.0%)	2025 (3.0%)	2026 (3.0%)	2027 (3.0%)
Year 1	\$28,840.00	\$29,705.20	\$30,596.36	\$31,514.25
Year 2	\$47,823.95	\$49,258.67	\$50,736.43	\$52,258.52
Year 3	\$52,872.43	\$54,458.61	\$56,092.37	\$57,775.14
Year 4	\$58,201.32	\$59,947.36	\$61,745.78	\$63,598.16
Year 5	\$66,111.85	\$68,095.20	\$70,138.06	\$72,242.20
Year 6	\$76,012.41	\$78,292.79	\$80,641.57	\$83,060.82

Schedule B

Employees hired after January 1, 2016	2024 Laborer 2 (3.0%)	2025 Laborer 2 (3.0%)	2026 Laborer 2 (3.0%)	2027 Laborer 2 (3.0%)
Year 1	\$41,092.92	\$42,325.71	\$43,595.48	\$44,903.34
Year 2	\$45,407.67	\$46,769.90	\$48,173.00	\$49,618.19
Year 3	\$50,061.97	\$51,563.82	\$53,110.74	\$54,704.06
Year 4	\$54,943.00	\$56,591.29	\$58,289.03	\$60,037.70
Year 5	\$60,025.23	\$61,825.98	\$63,680.76	\$65,591.19
Year 6	\$65,427.50	\$67,390.32	\$69,412.03	\$71,494.39
Year 7	\$70,988.85	\$73,118.51	\$75,312.07	\$77,571.43
Year 8	\$76,012.41	\$78,292.79	\$80,641.57	\$83,060.82

A. Working Foreman

The number of working foremen in the Department of Public Works shall be Management's prerogative. There may be a "Working Foreman of Building and Grounds," a "Working Foreman of Sewers and Drainage," and/or a "Working Foreman of Parks and Recreation."

If a Certification of License is required in a particular field, then no member of the union shall be appointed to the position of Working Foreman in such field unless such member is properly certified or licensed in such field. A Working Foreman must maintain a required Certification or License at all times. If a Working Foreman failed to maintain a required Certification or License then the appointment to the position of Working Foreman shall

terminate as of the date of loss of such Certification or License. The member of the Union so removed shall not be eligible to be reappointed to the position of Working Foreman in such field until such member has again obtained the required Certification of License.

Each Working Foreman in the Department of Public Works shall receive additional compensation as noted below over the base annual salary set forth above. Such additional salary shall be pro-rated from the date of appointment to the position of Working Foreman through the end of the calendar year of the said appointment. Such additional salary shall be included in the employee's base salary.

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Working Foreman	\$2,800	\$2,800	\$2,800	\$2,800
Senior Foreman	\$3,500	\$3,500	\$3,500	\$3,500
Sewer Foreman	\$2,800	\$2,800	\$2,800	\$2,800

In the absence of the Superintendent, his first designee, the senior foreman will work in the capacity of the Superintendent.

Achievement of C1 Wastewater License Appointment years: 4	\$5,000	\$5,000	\$5,000	\$5,000
Achievement of C2 Wastewater License Appointment years: 7-9	\$7,500	\$7,500	\$7,500	\$7,500

Sewer Foreman must achieve requirements within appointment years to move to the next salary step.

B. Borough Mechanic – Employer counter 5/13/24

There shall also be a position known as Borough Mechanic An employee who is the permanent full-time Borough Mechanic shall receive additional compensation over the salary set forth above. The additional salary for the Borough Mechanic shall be as set forth below:

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Borough Mechanic	\$7,800	\$7,800	\$7,800	\$7,800

The duties of the Borough Mechanic shall be established by the Superintendent/Director of the Department of Public Works. The appointment to the position of Borough Mechanic shall be at the discretion of the Superintendent/Director of the Department of Public Works with the consent and approval of the Mayor and Council. Such additional salary shall be included in the employee's base salary. If a Certification of License is required in a particular field, then no member of the Union shall be appointed to the position of Borough Mechanic in such field unless such member is properly certified or licensed in such field. The Borough Mechanic must maintain all required Certification or License at all times. If the Borough Mechanic fails to maintain all required Certification or License then the appointment to the position of Borough Mechanic shall be terminated as of the date of loss of such required certification or license. The member of the Union so removed shall not be eligible to be reappointed to the position of Borough Mechanic in such field until such member has again obtained the required certification or license.

C. CDL Class A Endorsement Stipend

Any employee that has attained a CDL Class A Endorsement shall receive an annual stipend of \$500.00. There shall be a maximum of two employees eligible for said stipend. Eligibility shall be based on seniority.

D. In addition, the Employer will provide only two (2) employees with an additional seven hundred and fifty dollars (\$750.00) per license/endorsement per annum for obtaining the following licenses/endorsements: Roadside; Fertilizer and/or Insect. The stipend will be prorated from the first month in which the employee obtains the license/endorsement. The Township reserves the right to determine the number of employees who are eligible to receive any stipend for the various pesticide licenses/endorsements provided for in this paragraph.

ARTICLE 8
WORKDAY, WORKWEEK AND OVERTIME

A. The normal workday shall be eight (8) hours, which shall include within the eight (8) hour span, forty-five (45) minutes of paid mealtime per day. It will also include two (2) fifteen (15) minute paid breaks per day, one in the morning and one in the afternoon. The standard workweek for DPW employees is forty (40) hours from Monday through Friday, 7:00am to 3:00pm.

B. Work in excess of the employee's basic eight (8) hour day or standard workweek shall be overtime and shall be paid at time and one-half (1½x), or upon the request of the employee, can use compensatory time in lieu of overtime hours. Compensatory time will be taken at the rate of time and one-half (1 ½x) for all hours worked, not to exceed fifty-four (54) hours per year, and must be used within each calendar year.

C. A Working Foreman may be chosen, on a rotating basis, to attend a meeting of the Mayor and Council in the event the Superintendent of the Department of Public Works is unable to attend said meeting.

D. When the Little Ferry Municipal Corut requests a cleanup of a property due to a property maintenance inspection, the DPW employee(s) shall be paid at double time (2x) the employee's hourly rate.

E. The Borough will post the overtime schedule in order of seniority on a rotating basis. If an employee requests to cancel their scheduled overtime by advising their respective department head, he/she will then assign in the reverse order of seniority.

F.

1. Employees regularly scheduled to work less than forty (40) hours per week shall receive straight time pay for all hours worked up to forty (40) hours worked per week.
2. Employees working on Saturday and/or Sunday shall be paid at a rate of one and one-half (1 ½) times their base hourly rate of pay for all such hours worked.
3. Employees working on any holiday shall be paid at the rate of two (2x) times their base hourly rate of pay for all such hours worked.
4. Overtime must be approved in advance by the employee's Superintendent or Designee, except in the case of an emergency as verified by the Superintendent.

ARTICLE 9 HOURLY RATE

To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2,080 hours.

ARTICLE 10 JURY DUTY

Employees shall receive weekly pay while serving on jury duty. Any full-time employee, who is subpoenaed as a witness in a civil or criminal case, not involving him or her in his or her capacity as Borough employee, or who is called and serves on a jury, may be granted paid leave for the period of time in which he or she is officially involved with the Court in such capacity. The employee shall remit any jury pay received by the employee from other sources.

ARTICLE 11
RECALL TIME

A. Any employee who is called back to work after, and not contiguous to his regular eight (8) hours of work, will be compensated at time and one-half (1½x), with a minimum guarantee of four (4) hours at time and one-half (1½x) and double time (2x) on holidays.

B. Any employee who is asked to work before 7:00am shall receive recall time at one and one-half times (1 ½ x) their hourly rate of pay with a minimum guarantee of four (4) hours.

C. A Recall List (Appendix B) shall be established by the Superintendent of the Department of Public Works based on seniority. Seniority is defined as an employee's continued length of service with the Borough beginning with his or her date of hire. Recall assignments shall be distributed by seniority on a rotating basis among employees within the Department and qualified to do the work.

D. One copy of the Recall List maintained by the Borough shall be provided to the Union upon request each year. The Union shall be notified of any changes in the seniority list.

E. Management shall use its prerogative based on safeguarding public health, safety, and well-being to call in labor from another department and/or departments to assist with operation, e.g., snow removal, storm water management/control.

ARTICLE 12
VACATIONS

Each employee covered by this Agreement shall receive an annual vacation as set forth below:

Schedule 1

After one year	one (1) week vacation
After two years	two (2) weeks' vacation
After five years	three (3) weeks' vacation
After ten years	four (4) weeks' vacation
After fifteen years	four weeks plus one day vacation
After sixteen years	four weeks plus 2 days' vacation
After seventeen years	four weeks plus 3 days' vacation
After eighteen years	four weeks plus 4 days' vacation
After nineteen years	five (5) weeks' vacation

Schedule 2

After twenty years	six weeks' vacation
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The only member to whom Schedule 2 applies is Steven Royka.

The order of seniority shall be used to select each employee's vacation. The vacation list shall be posted before February 1st. Vacation can be carried over as per Borough Personnel Policy, but must be used by June 30th of the following year, and no more than ten (10) days may be carried over.

ARTICLE 13
PERSONAL LEAVE

Each employee shall have off on the Friday after Thanksgiving. In addition to the Friday after Thanksgiving, each employee shall have four (4) additional personal days each year. Each employee shall request permission not less than twenty-four (24) hours in advance of the leave requested except in the case of an emergency. Requests for personal leave shall be directed to the DPW Superintendent. The grant or denial of personal leave is within the discretion of the DPW Superintendent.

ARTICLE 14
HOLIDAYS

- | | |
|------------------------|------------------|
| New Year's Day | Memorial Day |
| Martin Luther King Day | Independence Day |
| Lincoln's Birthday | Labor Day |
| Washington's Birthday | Columbus Day |
| Good Friday | Election Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Day | Juneteenth |

ARTICLE 15
BEREAVEMENT LEAVE

Employees shall be granted four (4) days of funeral leave with pay for a death in his/her immediate family. Such leave shall be in addition to sick leave as set forth in this policy. Immediate family is defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sisters, brothers, grandparents, grandparents-in-law, grandchild, brother-in-law, sister-in-law, and any relative of the employee or employee's spouse who was living in the employee's home. Employees who request funeral leave must immediately notify his/her Department Head of their intent to take such leave. The employee may be required to submit proof of death.

ARTICLE 16
LEAVE OF ABSENCE

Any employee may request, in writing, a leave of absence, without pay, from the Mayor and Council, setting forth the reason therefore. The decision of the Mayor and Council to grant or deny said request shall be final and not subject to the grievance procedure.

Maternity/Paternity leave, not to exceed six (6) months, without pay, shall be granted at the request of the employee. Maternity/Paternity leave may be extended or renewed for a period, not to exceed six (6) months, without pay, upon the request of the employee.

Borough has agreed to follow the FMLA law with regard to Maternity and Paternity leave.

ARTICLE 17
DISCIPLINE

An employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to, and pursuant to applicable State Law.

ARTICLE 18
SICK LEAVE

All permanent employees shall be entitled to twelve (12) sick days pay per calendar year. For purposes of computing sick days earned, one (1) sick day shall be earned for each month of the calendar year. New employees shall receive one (1) sick day for the initial month of employment if they begin work on the first through the 14th day of the calendar month, and none if they begin on the 15th through the end of the month. In the event a member does not exhaust said sick days, they shall be entitled to and permitted to accumulate unused sick days. For purposes of computing accumulated sick days to which a member shall be entitled, each member shall be entitled to a maximum of twelve (12) days of unused and accumulated sick days for each full calendar year during which time the employee was a member of the Little Ferry Department of Public Works. The Borough agrees to follow the New Jersey Sick Leave Law.

It is the responsibility of the Superintendent of Public Works to compile and maintain a list of the unused and accumulated sick days for each member. The list will be verified annually with the employee and the Personnel Clerk. Sick leave may not be used as vacation time or in place of personal time off. In order to qualify for paid sick leave, an employee must notify the DPW Superintendents not less than one-half (1/2) hour prior to the employee's schedule work hours.

Employees who take three (3) or more consecutive paid sick days, or who take a paid sick day either before or after a paid holiday, shall document their illness with a note from a

medical doctor. Further, the Borough reserves the right to require a doctor's examination to **substantive** a paid sick day at any time. Each doctor's note required shall state the date or dates of illness or injury, the nature of the illness or injury and that the employee is now allowed to return to work. Sick time may be utilized for family member illness.

Only full-time employees shall be entitled to sick leave, with pay, of one (1) working day for every month of service during the first calendar year of service following appointment.

ARTICLE 19
UNIFORM, SHOE ALLOWANCE, LAUNDRY

The Borough agrees to provide each employee an allowance of \$150.00 per annum for the purchase of safety shoes. Upon presentation of a properly documented invoice for the purchase of safety shoes, the Employer agrees to reimburse said employee for the actual cost of such safety shoes, but in no event shall said reimbursement exceed \$150.00 per annum, per employee.

ARTICLE 20
SAFETY AND HEALTH

The Employer shall maintain safe working conditions to ensure safety for all employees and shall provide employees with appropriate equipment and devices toward that end, including exhaust fans, reflector vests and safety glasses. Employees must utilize said equipment when appropriate or directed to, or be subject to appropriate discipline. Employees will wear provided uniforms. No modifications to the uniform are allowed without written approval of the DPW Superintendent.

ARTICLE 21
CURRENT MEDICAL COVERAGE & LIFE INSURANCE

The Employer will continue to provide and pay for all existing policies of medical insurance and life insurance for the employees. Employees shall continue to pay toward health care premiums or the percentage of health care premium as required by Chapter 78, P.L. 2011 at Tier 4 as set forth in the law.

ARTICLE 22
MEDICAL COVERAGE UPON RETIREMENT

- A. The Borough will provide all health benefits upon retirement to the employee and the employee's spouse provided the employee has met both of the following requirements:

1. Employees is at least fifty-five (55) years of age;
 2. Employee has completed twenty-five (25) years of service with the municipality.
- B. The benefits paid pursuant to this paragraph will terminate sixty (60) days after the retired employee is eligible for Medicare.
- C. Benefits cannot be any greater than what was earned on the employee's last day.

ARTICLE 23
SICK PAY UPON RETIREMENT

Upon retirement, an employee who is eligible for retirement benefits will receive one (1) lump sum, one (1) day's base salary computed on the basis of the employee's salary at the time of retirement to a maximum of one hundred and twenty (120) unused sick days. Employees hired after January 1, 2004 shall be paid for unused sick time up to one hundred and twenty (120) days earned and will be paid a flat sixty dollars (\$60.00) per day for all unused sick days upon retirement.

ARTICLE 24
GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used: For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any provisions of the Agreement or any applicable rule and regulation. The procedure for settlement of grievances shall be as follows:

(a) Step One

In the event that any employee, covered by this Agreement has a grievance within four (4) working days of the occurrence of the event being grieved, the employee shall discuss it formally with their immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

(b) Step Two

If no satisfactory outcome of the grievance is reached at Step One, then, within two (2) working days, the grievance shall be presented, in writing, to the Superintendent of Public Works. The superintendent of Public Works shall render a decision within five (5) working days after the grievance was presented to him.

(c) Step Three

If no satisfactory resolution is reached with the superintendent of Public Works, it shall first be presented to the Borough Administrator. If no satisfactory resolution is reached within ten (10) days of receipt by the Borough Administrator, it shall go

before the Board of Review, which shall consist of one (1) member of the Mayor and Council, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Review shall give the Union an opportunity to be heard and will give its decision, which shall be final, in writing, within ten (10) working days after the hearing.

ARTICLE 25 SENIORITY

- A. All full-time employees employed for a period exceeding six (6) months shall be considered permanent employees and shall be entitled to seniority rights.
- B. Shop Stewards shall be entitled to shop seniority.
- C. All newly hired personnel shall be probationary for a period of six (6) months.
- D. All persons hired after January 1, 1990 for a position of employee of the Department of Public Works, are required to have a "Commercial Driver's License Class B" within eight (8) months of appointment.

The Employer will pay for the costs of obtaining a Commercial Driver's License. However, should the employee fail the test, he/she will reschedule the test to be taken again. The employee must obtain the CDL license.

1. The seniority of an employee is hereby defined as the period of continuous service as full-time employee dating from the most recent date of hire. The Borough will forward to the Union within thirty (30) days of the date of this Agreement, a seniority list of the Public Works Department, showing the names of all Bargaining Unit employees and their seniority. These lists shall be updated annually in the month of January.

2. The seniority of an employee as defined in this Article shall be a factor for consideration in the case of layoffs or recalls from layoff. Other factors for consideration will be the employee's training, experience, and ability to perform the work required by the Borough.

3. New employees retained beyond the probationary period shall be considered regular employees; their length of service with the Borough shall begin with the original date of hire; and their names shall be placed on the applicable seniority list.

4. Seniority will be broken and an employee will lose his/her seniority ranking for the following reasons: (i) resignation; (ii) retirement; (iii) discharge for just cause; (iv) failure to return to work within five (5) working days after notice of recall from layoff has been sent by certified mail; (v) failure to report to work for three (3) or more scheduled workdays without reporting the reason to the Borough; (vi) failure to return to work upon expiration of a leave of

absence; (vii) layoff in excess of the period equal to the employee's seniority or one (1) year, whichever is shorter; and (viii) death.

5. The first one hundred and eighty calendar (180) days of employment for all new employees shall be considered a probationary period. During the probationary period, the Borough may discharge the employee for any reason whatsoever and neither the probationary employee, nor the Union on his/her behalf, shall not have recourse to the grievance and arbitration procedure. The parties may mutually agree to extend an employee's probationary period for up to an additional thirty (30) days. The Borough will document any agreed upon extensions of the probationary period and provide a copy to the Union.

6. If two (2) or more employees commence employment on the same day, they each shall be granted a seniority ranking alphabetically on the applicable list on the basis of their last names. If the last names are identical, then a coin flip will be used.

ARTICLE 26 **VISITATION**

The one (1) Shop Steward and one (1) alternate Shop Steward whose function it is, along with the Union's representative, to process grievances and negotiate contracts, shall be granted time off from duty, with full pay, for all meetings between the Borough, the Union and themselves for the purpose of negotiating the terms of an Agreement when such meetings take place at the time during which such employees are scheduled to be on duty or to handle grievances.

Teamsters Local 11 representative or any officer shall have admission to the Borough's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. They must first apply to the Borough Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the Department during working hours and that this privilege shall so be exercised as to keep a minimum of time lost thereby to the Borough.

ARTICLE 27 **PAY SCHEDULE**

The Borough shall pay employees twenty-four (24) times per year, on the 15th and last day of each month, dependent on holiday or other instances where the Borough may be closed; as per dually adopted resolution.

ARTICLE 28
DRIVE

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to the Democrat Republican Independent Voter Education (DRIVE). DRIVE shall notify the employer of the amounts designated by each contributing employee that are deducted from his/her paycheck on a weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a quarterly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's check.

ARTICLE 29
EDUCATIONAL PROGRAM FUND

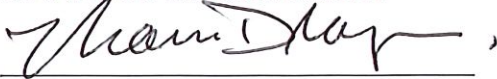
The Borough agrees to contribute three cents (\$0.03) per hour to the International Brotherhood of Teamsters Local 11 Educational Program Fund (hereafter "Fund") for all hours employees receive pay. The Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of Borough and employee trustees. Such contribution will be submitted to the Union on a quarterly basis.

ARTICLE 30
TERM OF CONTRACT

This contract shall be effective as of January 1, 2024 and shall terminate on December 31, 2027. This contract expresses the entire Agreement of the parties.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives as follows.

BOROUGH OF LITTLE FERRY


By: ,
Mauro D. Raguseo, Mayor

Date: 10/8/24


TEAMSTERS LOCAL 11

By: 
Michael Curcio, President/Principal Officer

Date: 10/9/2024

By: 
Ben Hernandez, Business Agent

Committee:


Christopher Taylor


Michael Malleo

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2024 thru 12/31/2027.

Employer: Borough of Little Ferry
County: BERGEN County
Date: 2/4/2025
Name: BARBARA MALDONADO
Print Name
Title: Borough Clerk
Barbara Maldonado
Signature