

Employer:

Employee Organization:

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 (\$)
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20	Totals(\$):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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	\$ <input type="text"/>	\$ <input type="text"/>
22	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
23	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
24	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
25	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>
26	Employee Insurance Contributions	\$ <input type="text"/>	\$ <input type="text"/>
27	Employee Contributions as % of Total Insurance Cost	<input type="text"/> %	<input type="text"/> %

Employer:

Employee Organization:

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:

Position/Title:

Signature:

Date:

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

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 _____ thru _____.

Employer: _____

County: _____

Date: _____

Name: _____

Print Name

Title: _____

Signature

New Jersey Public Employment Relations Commission

NON-POLICE AND FIRE

COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

N.J.S.A. 34:13A-8.2 requires all public employers to "file with the commission a copy of any contracts it has negotiated with public employee representatives following consummation of negotiations."

The Summary Form is in furtherance of the aforementioned statutory requirement, and the instructions and example provide assistance when compiling the information for electronic submission. The directions are user-friendly and line specific.

Send the completed Summary Form along with a copy of the contract and certification form electronically to: contracts@perc.state.nj.us.

Instructions for Completing the Summary Form

SECTION I: Parties and Term of Contracts

Line 1: Enter the name of the Public Employer as it appears in the collective negotiations agreement (e.g., "City of Newark" or "Trenton Board of Education"). Also indicate the County in which the locale is included, if applicable.

Line 2: Enter the name of the Employee Organization as it appears in the collective negotiations agreement. Also enter the number of employees covered by the negotiated agreement.

Line 3: Enter the Base Year Contract Term, which is the term of the expiring or expired agreement (e.g., July 1, 2013 - June 30, 2016). Also enter the New Contract Term, that is, the time period covered by the new agreement (e.g., July 1, 2016 - June 30, 2019).

SECTION II: Type of Contract Settlement

Indicate the forum used to reach a negotiated settlement. (Check only one of the following: Line 4, 5, 6, or 7).

Line 4: Parties reached contract settlement without assistance of a neutral (i.e., without mediation, fact-finding, or super-conciliation).

Line 5: Parties reached contract settlement through the mediation process.

Line 6: Parties reached contract settlement through the fact-finding process.

Line 7: Parties reached contract settlement through super-conciliation.

Line 8: If the contract was settled through fact-finding, indicate whether the fact-finder issued a Report with Recommendations for Settlement. (Yes or No)

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement.

Line 9 - Salary Costs in Base Year: Indicate the cost of salaries for the negotiations unit in the base year. Any salary increments paid during the course of the base year should be included.

Line 10 - Longevity Costs in Base Year: Indicate the cost of longevity paid during the base year. Longevity refers to payments made in recognition of length or years of service.

Line 11 - Total Salary Base: Take the sum of the amounts listed on Lines 9 and 10.

SECTION IV: Salary Increases for Each Year of New Agreement

Line 12 – Effective Date: Enter the effective date of the salary increase for each year of the new agreement (e.g., 1/1/16 or 7/1/16). A separate column is provided for each year of the contract up to five years. (If the contract is longer than five years, add an additional page.)

Line 13 – Cost of Salary Increments: For each year, enter the cost of salary increments applicable to that year (i.e., the cost of advancement on a salary guide, schedule or table). If there is no step advancement or salary increments in a given year, enter zero (\$0) in the space provided.

Line 14 – Salary Increase Above Increments: For each year, enter the cost of the salary increase which is in addition to the salary increment cost identified on Line 13. If there is no salary increase above the cost of increments, enter zero (\$0) in the space provided.

Line 15 – Longevity Increase: For each year, enter the *increased* cost of longevity payments. (Longevity costs may increase as a result of a negotiated increase in the contractual longevity amounts, and/or as a result of employees' additional years of service that qualify them for higher payments.) If there is no increase in longevity costs, enter zero (\$0) in the space provided.

Line 16 – Total Dollar Increase: For each year, calculate the total dollar increase by taking the sum of the amounts listed on Lines 13, 14, and 15.

Line 17 – New Salary Base: The "New Salary Base" is calculated by taking the Total Increase for a given year and adding it to the Salary Base from the prior year. Example:

- To obtain the New Salary Base in Year 1: Add the Total Dollar Increase from Line 16 in the Year 1 column to the Salary Base figure listed on Line 11.
- To obtain the New Salary Base in Year 2: Add the Total Dollar Increase from Line 16 in the Year 2 column to the New Salary Base listed on Line 17 in the Year 1 column.
- To obtain the New Salary Base in Year 3: Add the Total Dollar Increase from Line 16 in the Year 3 column to the New Salary Base listed on Line 17 in the Year 2 column.

Line 18 – Percentage Increase Over Prior Year: For each year, divide the Total Dollar Increase from Line 16 by the prior year Salary Base figure.

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

Line 19: In this section, list other contractual economic items that the parties agreed to increase during the life of the new agreement and/or newly added economic items. List the base year cost for each item. Then list the *increased* cost for each year of the new agreement. If there is no increased cost in a given year, enter zero (\$0). [Note: Medical insurance costs should not be included here. They will be addressed in Section VI, below.]

Line 20: Calculate the sum of the costs listed in the Base Year column. Then calculate the sum of the increased costs for each year of the new agreement. If more space is needed, add an additional page.

SECTION VI: Medical Costs

For the Base Year and for Year 1 of the new agreement:

Line 21: Enter the total cost of health insurance for negotiations unit members.

Line 22: Enter the total cost of prescription insurance for negotiations unit members. (If prescription coverage is provided as part of the health plan, enter "N/A" on this line.)

Line 23: Enter the total cost of dental insurance for negotiations unit members.

Line 24: Enter the total cost of vision insurance for negotiations unit members.

Line 25: Take the sum of the costs listed on Lines 21 to 24 to obtain the total cost of insurance benefits.

Line 26: Enter the total contributions made by employees toward their insurance benefits. Contributions may be pursuant to law (e.g., P.L. 2011, C.78) or pursuant to the negotiated agreement.

Line 27: Calculate the employee contributions as a percentage figure by dividing Line 26 by Line 25.

Line 28: In the space provided, identify any insurance changes that were part of the new agreement (e.g., changes in insurance plans, benefits levels, deductibles, co-pays, carriers, etc. along with any modifications to employee contributions).

SECTION VII: Certification and Signature

Line 29: Print the name and title of the individual completing the form. Sign and date the form.

Email the completed Summary Form and a copy of the Negotiated Agreement to:
contracts@perc.state.nj.us

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: Anytown Board of Education County: Anycounty
 2 Employee Organization: Anytown Education Assn. Number of Employees in Unit: 100
 3 Base Year Contract Term: July 1, 2013 - June 30, 2016 New Contract Term: July 1, 2016 - June 30, 2019

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 \$ 6,500,000
 10 Longevity Costs in Base Year \$ 150,000
 11 Total Salary Base \$ 6,650,000

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>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>		
13 Cost of Salary Increments (\$)	<u>97,500</u>	<u>103,000</u>	<u>87,500</u>		
14 Salary Increase Above Increments (\$)	<u>50,000</u>	<u>59,100</u>	<u>84,300</u>		
15 Longevity Increase (\$)	<u>8,500</u>	<u>8,300</u>	<u>6,400</u>		
16 Total \$ Increase (sum of lines 13-15)	<u>156,000</u>	<u>170,400</u>	<u>178,200</u>		
17 New Salary Base (\$)	<u>6,806,000</u>	<u>6,976,400</u>	<u>7,154,600</u>		
18 Percentage increase over prior year	<u>2.35 %</u>	<u>2.5 %</u>	<u>2.55 %</u>	<u>%</u>	<u>%</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 (\$)
	Extracurricular	52,600	1,236	1,343	1,406		
	Uniform Allowance	3,500	500	0	0		
	Tuition Reimbursement	30,000	0	2,000	2,000		
	Black Seal Stipend	5,000	500	0	0		
	Paras Educ. Incentive	0	3,000	0	0		
20	Totals(\$):	91,000	5,236	3,343	3,406		

*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	\$ 2,027,175	\$ 2,189,349
22	Prescription Plan Cost	\$ 447,050	\$ 500,696
23	Dental Plan Cost	\$ 515,300	\$ 551,371
24	Vision Plan Cost	\$ 20,000	\$ 20,000
25	Total Cost of Insurance	\$ 3,009,525	\$ 3,261,416
26	Employee Insurance Contributions	\$ 601,905	\$ 717,512
27	Employee Contributions as % of Total Insurance Cost	20.0 %	22.0 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.
Changed insurance carrier (which saved approximately \$210,000).
Increased Rx co-pays from \$5/\$10 to \$10/\$20 (generic/brand).
Base plan for employees hired on or after 7/1/17 will be Direct 15.
Annual dental benefit will be increased from \$1,500 to \$2,000 per employee, effective 7/1/17.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name:	Jane Doe
Position/Title:	Business Administrator
Signature:	/s/ Jane Doe
Date:	9/6/16

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

LABOR AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469

THE BOROUGH OF NORTH CALDWELL

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

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**LABOR AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469
AND THE BOROUGH OF NORTH CALDWELL**

THIS AGREEMENT, is entered into this ____ day of April 2021 between LOCAL UNION No. 469, affiliated with **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the "Union" and **the BOROUGH OF NORTH CALDWELL**, hereinafter referred to as "Borough" or "Employer."

The Employer and the Union agree as follows:

I. RECOGNITION

- A. The Employer recognized Local Union No. 469, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all Blue Collar D.P.W. Workers covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.
- B. Excluded are all professional, office clerical, supervisory and other employees excluded by law as well as managerial executives, and confidential employees as defined by N.J.S.A. 34:13A-3.

II. DUES CHECK OFF

- A. The Employer agrees, for each of its employees covered by this Agreement who in writing authorized the Employer to do so, that it will deduct from the earning payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.
- B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Union Local 469 by check within ten (10) ten working

days after the first period in which deductions are made and within ten (10) working days after such deductions are made, each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

- C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15(e)) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.
- D. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

III. AGENCY SHOP

- A. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough Administrator by The Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough.
- B. The Union agrees that it will indemnify and save harmless the Borough against any claims, actions, demands, losses or expenses in any matter

resulting from action taken by the Borough at the request of the Union under this Article.

IV. UNION REPRESENTATION

- A. Upon notification to and approval by the Borough Engineer, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Borough/Union business, and will not interfere with the normal working operations of the Employer. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Borough/Union business during working hours shall not be abused.
- B. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provision of this Agreement;
 - 2. The collection of dues when authorized by appropriate local Union action;
 - 3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- C. Job stewards and alternates have no authority to take any action interrupting the Employer's business.
- D. The Employer recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized

acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

- E. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has precipitated a slowdown or work stoppage in violation of this Agreement.
- F. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay with the permission of the Borough Engineer. Such time spent in handling grievances shall be considered working hours in computing daily and /or weekly overtime.
- G. A duly authorized representative of the Union, designated in writing after notice to the Borough Engineer, shall be admitted to the premises during reasonable business hours for the purpose of assisting the adjustment of grievances and for investigation of complaints arising under this Agreement provided, however, that there is no interruption of the Employer's working operations.
- H. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- I. The Employer will notify the Union two (2) weeks prior to a layoff.
- J. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and social security and changes as they occur. An updated list shall be provided at least annually.
- K. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.
- L. The Employer will notify the Union within one (1) week of any new hires.
- M. The Employer shall allow examination of all personnel records of covered employees, including merits, demerits, promotions, vacation, sick time and personal days by the covered employee or their written designee, during work hours upon advance notice to and scheduled appointment with the Borough Engineer.

V. MANAGEMENT RIGHTS

The Employer shall retain all rights of management resulting from ownership or pertaining to its operation except as such limited or modified by the provisions of this Agreement. These rights shall include the management right to maintain vacant positions and management shall not be required to promote individuals into any such vacant positions.

VI. NO STRIKE NO LOCKOUT

- A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to citizens of the community and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto acknowledge that under New Jersey law, they have no right to strike and agree for the term of this Agreement that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdowns, job actions, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.
- C. The Employer shall have the right to discipline or discharge any employee causing a strike, slowdown or other such interference.
- D. In consideration of the foregoing, The Employer agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

VII. DISCIPLINE AND DISCHARGE

- A. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or disciplining any employee covered by this Agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.
- B. In the event that an employee feels that he has been discharged or

suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within ten (10) calendar days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

- C. In all cases of discipline, the Borough agrees to abide by the principal of progressive discipline. The Borough will expunge from the employee's personnel file any verbal reprimand which is older than twelve months, so long as there has not been other discipline during that twelve month period.

VIII. GRIEVANCE AND ARBITRATION

- A. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and to promote employee morale.
- B. A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.
- C. This procedure for the settlement of grievances shall be as follows:

Step 1. The aggrieved employee or employees and the shop steward shall present the grievance in writing to the Borough Engineer/Public Works Superintendent or his designee within ten (10) calendar days after the facts giving rise to the grievance have occurred and a written decision on the grievance shall be submitted to the Union within ten (10) calendar days after presentation.

Step 2. If the grievance is not resolved under Step 1 hereof, the grievance may be presented to the Borough Administrator within ten (10) calendar days of the response from the Department Head. The Administrator shall have ten (10) calendar days to respond to the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2

hereof, either party may, within thirty (30) calendar days following the time period set forth in Step 2 hereof, refer the matter to the New Jersey Public Employment Relations Commission for selection of an arbitrator for the interpretation and/or application of a specific provision of this Agreement.

- (a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.
- (b) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the dispute.
- (c) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses.
- (d) The arbitrator shall hold the hearing at a time and place convenient to the parties.
- (e) In cases involving back pay, the arbitrator may award such back pay only to the date of the original filing of the grievance.

D. All of the time limits contained in this Article of this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to automatically process the grievance to the next step.

IX. PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) calendar days of employment, during which time the Employer can reprimand or discharge,

with or without cause, and such reprimand or discharge shall not be subject to grievance or arbitration by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. Following successful completion of their probationary period, the Mayor and Council shall pass a resolution appointing employee permanently and employee will be placed on the seniority list retroactive to his/her first day of work.

X. PROMOTIONS AND DEMOTIONS

- A. Management has the right to maintain vacant positions and shall not be required to promote individuals into any such vacant positions. At the time the Borough intends to fill a vacancy, the Borough Engineer/Public Works Superintendent shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees on vacation have the right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees out on sick leave will be given notice of any opportunity to bid on a job vacancy, however, the job will not be held open more than ten (10) working days following the end of the posting period.
- B. Vacancies shall be awarded to the most senior employee deemed qualified by the Borough who bids for the job, it being understood that the Borough is not limited to promotion from within the bargaining unit.

XI. HOURS OF WORK

- A. The Employer agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.
- B. The scheduled hours of work are 7:00 a.m. to 3:30 p.m. The Borough reserves the right to revert back to the previous work hour schedule (8:00 a.m. to 4:30 p.m.) with seven (7) days notice to the employees.
- C. The Employer agrees to allow a paid fifteen (15) minute wash up time at the end of each day.

- D. The Employer shall allow a one-half (1/2) hour unpaid lunch period each day.
- E. The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.
- F. The Employer agrees to compensate employees with a meal allowance of actual cost not to exceed \$20.00 for each lunch period accorded pursuant to subparagraph XI(E).
- G. The Employer shall allow a paid fifteen (15) minute break once during the morning and once during the afternoon.
- H. The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof each day, Monday through Friday.
- I. The Employer agrees to guarantee an employee actual time rounded to the next quarter hour at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time or prior to their starting time.
- J. The Employer agrees to guarantee an employee a minimum to three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to return to work after quitting time, except as required by paragraph K.
- K. A guarantee of a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate will be paid whenever an employee is called to return to work after midnight and before 7:00 a.m.
- L. The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday, or Holiday.
- M. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, unless the employee so desires.
- N. Employees shall be given the option to take compensatory time in lieu of overtime pay. Compensatory time shall not exceed eighty (80) hours in any calendar year. Compensatory time must be utilized in the year earned

otherwise all compensatory time will be paid to the employee in December. There shall be no carryover of compensatory time.

- O. Employees performing emergency work as may be directed for more than four (4) consecutive hours outside their normal work day may take a paid rest period of one-half (1/2) hour after each four (4) hours of such work. The meal allowance provision shall apply to this paragraph.
- P. Employees whom, in addition to completing their regular eight-hour shift work, perform work during the one-half hour unpaid lunch period provided by Article XI (E) shall be paid at the premium rate provided by Article XII (A)(1) for that additional work.
- Q. Employees whom, in addition to completing their regular eight-hour shift work, perform work during the paid 15-minute break provided by Article XI (G) shall be paid at the premium rate provided by Article XII (A)(1) for that additional work.

XII. PREMIUM PAY

- A. The Employer agrees to pay premium wages in accordance with the following rules:
 - 1. One and one-half (1 ½) times the straight time hourly rate shall be paid for:
 - (a) All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
 - (b) All hours spent in the service of the Employer prior to the scheduled starting time.
 - (c) All hours spent in the service of the Employer on any Saturday.
 - (d) All hours spent in the service of the Employer if Borough Hall is closed during normal business hours [8:30 a.m. – 4:30 p.m.] due to inclement weather or other unscheduled reasons.
 - 2. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or Holiday.
- B. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified to perform the overtime assignment.

- C. The method of recording an employee's overtime will be as follows:
 - 1. Overtime employee physically worked.
 - 2. Overtime employee orally refused.
 - 3. Overtime employee was too ill to work.
- D. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with paragraph C.
- E. There shall be no pyramiding of overtime.
- F. All available employees shall be expected to work emergency overtime when requested, unless excused by the Employer.
- G. Continuous Work - When an employee has worked for four-and-one-half hours (4.5) or more continuous hours and is then required to immediately begin their regular shift, he/she shall continue to be paid at the premium rate of pay until relieved from duty.
- H. After Hours Calls - All calls received after 7:00 p.m. and before 7:00 a.m. on a weekday shall be compensated in 15-minute increments at the time and one-half rate.

XIII. BULLETIN BOARDS

The Union shall have the use of a bulletin board on the Employer's premises for posting notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the bulletin board and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted. The Borough reserves the right to remove any notice that is defamatory, malicious, or unrelated to Union meetings, official business, or social functions.

XIV. HOLIDAYS

- A. The Employer agrees to pay employees eight (8) hours pay for twelve (12) paid holidays per year.
- B. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in the Article XII of this Agreement, whichever is greater (exclusive of any lunch break), on such

holiday.

- C. The date of observance of holidays shall be in accordance with the schedule prepared annually by the Borough Administrator.

XV. SICK LEAVE

- A. Sick leave is the absence of an employee for work to care for their own, or a loved one's, physical or mental health or injury, illness, accident, exposure to contagious disease, or attendance for short periods of time to care for ill member of their immediate family, to address domestic or sexual violence against themselves or a loved one, to attend a child's school-related meeting, conference, or event, to take care of their children when school or child care is closed due to an epidemic or public health emergency (including mandatory remote learning during COVID-19), or to quarantine based on the advice of a health care provider or public health authority (including the quarantine required when returning to New Jersey from certain states). Immediate family is defined as child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner), grandchild, sibling, spouse, domestic partner or civil union partner, parent, grandparent, spouse, domestic partner, or civil union partner of an employee's parent or grandparent, sibling of an employee's spouse, domestic partner, or civil union partner, any other individual related by blood to the employee or any individual whose close association with the employee is the equivalent of family.
- B. If an employee is absent for reasons that entitle him to sick leave, the Borough Engineer/Public Works Superintendent or his designee shall be notified promptly. Notification shall be made by telephone to the Borough Engineer/Public Works Superintendent or his designee, and the Shop phone. Failure to notify the Borough Engineer/Public Works Superintendent or his designee may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.
- C. Employees shall receive twelve (12) days of sick leave per contract year commencing on January 1st of each year, to be used case of non-occupational illness or injury not covered by "Workers' Compensation." New Employees

shall earn, during their first year, sick leave at the rate of one (1) day per each full month of service with the Borough to a maximum of twelve (12) days per contract year. Following completion of one full year, new employees shall be credited on the next January 1 with twelve (12) sick days per year. Sick leave shall not be substituted for vacation leave.

- D. Unused sick leave days may be accumulated and carried from year to year. Unused sick time can be cashed in at retirement to a maximum of sixty (60) days not to exceed \$15,000, including all days sold back to pursuant to paragraph I of this Article.
- E. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. Notwithstanding the preceding, the Employer may require the Employee to provide a doctor's note at anytime for sick leave verification where abuse exists or the Employer suspects abuse. In addition, the Employer may require any employee who has been absent because of illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Employer.
- F. The Borough's policy on FLA/FMLA leave is incorporated herein, in its entirety.
- G. Following exhaustion of all paid time, Employees covered by this Agreement may be granted a leave of absence without pay with the approval of the Borough Council for up to a three (3) month period which may be extended up to a maximum of one year. The Borough reserves the right to evaluate additional leave requests on an as-needed basis. Each case is considered on its merits and does not set precedent. Leaves may be requested for:
 - 1. Temporary incapacity.
 - 2. Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Borough or of fitting himself for promotion.
 - 3. Because of extraordinary reasons, sufficient in the opinion of the Borough Administrator and the Borough Council, to warrant a leave of absence.

The decision of the Borough Council shall be final, and without recourse to

the grievance and arbitration procedure.

- H. Upon return from leave an employee will be entitled to a position of equal status and pay to that which was held when the employee went on leave. After the expiration of the leave of absence, benefits which were not accorded the employee while on unpaid leave of absence will accrue again.
- I. Unused sick leave earned in each year (12 days) may be paid in cash upon request by the Employee.

On or about December 1st, the Employer shall advise each Employee of their unused sick leave balance as of November 30th, and should the Employee request payment in cash, the calculated amount will be issued with the first payroll check issued in the month of December.

In the event it was necessary that sick leave which was paid in cash is utilized in the month of December, a deduction in the next succeeding year allocation shall be made or shall be deducted from pay in the event of the employee's resignation prior to the accrual of sick pay entitlement. Any sick leave earned and not paid in cash shall accrue only for use by the Employee in the event it becomes necessary.

XVI. WORKING AT DIFFERENT RATES

Employees assigned to higher classifications caused by the absence of both the foreman and the senior maintenance workers shall receive one (\$1.00) dollar per hour in addition to their regular rate of pay.

XVII. RATES OF PAY

- A. Employees shall be paid salaries, which include negotiated-for annual increases, as set forth in Schedule A.
- B. The Maintenance Worker Start Rate shall apply only for a period of twelve (12) months from an employee's start date. Incremental salary increases as provided in Schedule A shall be implemented on an employee's annual service anniversary date.
- C. Any Employee who is promoted to the next higher job classification receive no less than a four-and-one-half percent (4.5%) increase in his or her rate of pay

effective as the date of his or her promotion for the balance of the year in which the promotion takes place. For the sake of clarity, an employee's completion of twelve (12) months of service at the Maintenance Worker Start Rate shall not be considered a promotion for purposes of the four-and-one-half percent (4.5%) increase provided by this Article of the Agreement.

XVIII. SEPARATION OF EMPLOYMENT

- A. Upon discharge, the Employer shall immediately pay all monies including pro rata vacation pay due to the Employee on the first pay day following the employee's separation of employment.
- B. Upon quitting, the Employer shall pay all monies due to the Employee including pro rata vacation pay on the first pay day following the employee's separation of employment.
- C. Upon separation of employment, the employee shall return all Borough property.

XIX. SPECIAL LICENSES

- A. The Employer shall pay the fee for the grant or renewal of any special licenses, except driver's licenses, which the Employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.
- B. The Borough agrees to meet with the Union and discuss costs should CDL holders be required to incur fees and license renewal.

XX. JOB CLASSIFICATION SHEETS

- A. The Employer will prepare and make available to the Union Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.
- B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate of pay. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the

classification sheet.

XXI. SENIORITY

- A. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.
- B. An Employee shall lose seniority rights only for any one of the following reasons:
 - 1. Voluntary resignation.
 - 2. Discharge for just cause.
 - 3. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provision of this Agreement.
 - 4. Continuous layoff beyond recall period for reemployment outlined elsewhere in this Agreement.
- C. Seniority shall prevail in all provisions of this Agreement where a preference may be exercise.

XXII. PAY DAY

Wages shall be paid in approximately equal payments at fourteen (14) day intervals (pay periods). The bi-weekly pay shall be determined by prorating the wage rates based on the number of pay periods in the year.

XXIII. SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with shower and toilet facilities. Employees shall keep the facility neat and clean.

XXIV. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions provided in this Agreement shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement unless otherwise mutually agreed to by the parties.

XXV. UNIFORMS

A. The Employer shall provide and maintain at no cost to the employee the following uniforms:

- 13 pairs pants
- 6 full button short sleeve shirts 1 summer coverall
- 6 2-button placket short sleeve shirts 1 winter coverall
- 5 long sleeve shirts 1 winter jacket
- 1 safety colored sweatshirt 1 reflective safety jacket
- 1 blue sweatshirt 5 mock turtleneck
sweatshirts

B. The Employer shall also provide each Employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

- Safety glasses Pair of safety boots
- Pair of gloves Pair of boots
- Safety hat Rain suit

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

D. The Borough shall provide each Employee with a one-time payment in January of each year of this Agreement (retroactive to January 2018) in the amount of \$900, which is the equivalent of \$75 per month for being available for work and work-related matters via their personal cell phone.

XXVI. SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.
- B. If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

XXVII. PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for

discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement.

XXVIII. TRAINING AND TUITION REIMBURSEMENT

- A. The Employer shall encourage self-improvement and shall support a training assistance program for its employees based on job related requirements
- B. Employee requests for tuition reimbursement must be submitted for approval to the Borough Engineer/Public Works Superintendent or his designee to determine job relevance and availability of funds. All requests for training and reimbursement must be approved by the Borough Engineer/Public Works Superintendent or his designee prior to Employee enrollment in any course or program.
- C. Animal Control Officer. The Borough has created the position of Animal Control Officer, which duties will be performed as an needed basis together with an employee's other job duties. Employees selected for the Animal Control Officer position will be registered for a training class given by the State, and the fees for that class will be paid for by the Borough. Upon licensure by the State, the employees will begin to perform the duties, as needed and directed by the Borough, as Animal Control Officers. Employees will receive an additional one dollar and fifty cents (\$1.50) per hour added to their regular hourly rate of pay for performing the duties of Animal Control Officer. The additional dollar and fifty cents per hour will begin once the employees are licensed by the State of New Jersey to perform such duties and actually begin performing said duties of an Animal Control Officer, which the Borough anticipates will be April 1, 2012. The Borough will review the operations of the Animal Control Officer and the employees' performance one (1) year after beginning the duties. Following this review, the Borough will meet with the Union about a potential increase to the hourly wage for these duties. The Borough, in its sole discretion, however, may

determine to eliminate the Animal Control duties in the Borough at anytime, in which instance the additional one dollar and fifty cents (\$1.50) per hour wage will end, and such a decision shall not be subject to negotiations, grievance or arbitration.

XXIX. VACATIONS

- A. Vacation entitlement shall be based on the Employee's anniversary date of employment.
- B. Vacation pay shall be based on an employee's forty (40) hours straight time pay.
- C. Employees shall earn annual vacation leave in accordance with the following schedule:

Total employment	Vacation Entitlement
1-6 months	1 day for every full month worked
6-12 months	1 day for every full month worked until January 1; if still employed on January 1 of the same year--7 days until the following January.
Completion of 1 to 5 years	10 days available on January 1
Completion of 6 to 10 years	15 days available on January 1
Completion of 10 years	20 days available on January 1

- D. For the purpose of computing vacation entitlement, eight (8) hours at the Employee's regular straight time hourly rate of pay shall constitute a working day.
- E. Employees shall submit their requests for vacation on or before April 1st and the Employer shall respond to such request on or before April 15th each year. The Employer agrees to give reasonable consideration to an Employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit, but senior employees shall be given preference over junior employees only for two weeks (10 days) of vacation selection. After all employees have selected a minimum of two weeks (10 days) vacation, preference with respect to the selection of additional vacation will again be governed by seniority.
- F. Only two (2) employees may be out on vacation at any one time.
- G. Employees shall be allowed to carry over ten (10) days of vacation to

the following year with approval of the Borough Administrator or his designee only. Employees shall be able to request payment for up to five (5) days of carried-over unused vacation time so long as the sum of the unused sick leave, unused compensatory time, and unused vacation time does not exceed 22 days in a given year. Additionally, the sum of unused sick leave pay and unused vacation time pay shall not exceed \$15,000 for the life of the individual's employment.

- H. In the event a Holiday falls during an Employee's vacation period, such Employee shall enjoy an additional vacation day with pay at a mutually agreed upon time.
- I. In the case of discharge, dismissal or voluntary leaving the Borough's employment, the Employee's vacation shall be prorated from the first of the year. In the event of an Employee's death, unused vacation for the year shall be paid to his/her estate.
- J. Employees may request a change in their vacation schedule by submitting a request to the Borough Engineer/Public Works Superintendent or his designee for at least five (5) days in advance of their scheduled vacation.
- K. In the event of a death in the Employee's family while an Employee is on vacation, the Employee may reschedule their vacation.
- L. Vacation may be taken in one-half (1/2) day increments up to a total of three (3) one-half (1/2) day increments.

XXX. GROUP INSURANCE AND PENSION

- A. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.
- B. Pension benefits shall be based on regular wages and any other compensation entitlement.

XXXI. HEALTH INSURANCE COVERAGE

- A. Each Employee shall be enrolled in the New Jersey State Health Benefits Program. The Borough will continue to provide the State Health Benefits Plan Health Insurance to all full-time Employees on the payroll as of the

ratification date of the contract and their dependents and pay the premium for the plan selected.

- B. For all Employees hired after September 14, 2009, the Borough will pay the premium for NJDIRECT15 for the employee and his/her dependent. New employees who select any other plan will pay the difference in the premium between the NJDIRECT15 and the plan selected. The co-pays associated with the plan selected by the Employee remain the responsibility of the Employee.
- C. Effective January 1, 2012, all employees will be required to contribute to their health benefits premium as required by P.L. 2011, Ch. 78, or 5.0% of the cost the health plan selected, whichever is greater.
- D. Any Employee choosing to forego health insurance coverage provided for in this Article, and can show proof of alternative coverage, shall receive 25% of the savings based on the cost of the Plan the Employee is eligible to select, or \$5,000 whichever is lesser, as permitted by P.L. 2010, Ch. 2. The amount will be paid during the month of December.
- E. Family dental coverage shall begin at the birth of the first child.
- F. The Employer reserves the right to change healthcare providers so long as equal to or better coverage is provided than the currently provided in the NJDIRECT15 plan.
- G. Full-time employees who retire after the age of 62 and with fifteen years of service to the Borough of North Caldwell may continue to receive paid health insurance coverage. Employees receiving retiree health benefits must notify the Borough Administrator in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B.

XXXII. NON-DISCRIMINATION

- A. There shall be no discrimination or interference, by the Employer or any of its agents, against the Employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.\
- B. The Employer and Union agree that there shall be no discrimination against any Employee or applicant for employment because of race, age,

color, creed, sex, religion, national origin and nationality, ancestry, marital status, affectional or sexual orientation, domestic partnership status, affectional or sexual orientation, domestic partnership status, atypical hereditary, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), civil union status, breastfeeding, liability for service in the United States armed services, gender identity or expression, and pregnancy in compliance with all applicable Federal and State statutes, rules and regulations.

XXXIII. JURY DUTY

- A. An Employee summoned to jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such Employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the Employee is excused after 12:00 noon except in case of emergency.
- B. Any payment received for jury duty shall be retained by the Employee. Employee must present Employer with proof of jury service.

XXXIV. SAFETY

- A. The Employer shall not require, direct, or assign any Employee(s) to work under unsafe or hazardous conditions. As determined by the Borough Engineer/Public Works Superintendent or his designee, no less than two (2) Employees shall be on assignment where the engineer determines reasons of safety require such an assignment. The Employee(s) upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. If the supervisor takes the responsibility and directs the work to continue, the Employee(s) shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.
- B. The Employer shall provide all tools and safety equipment necessary for the performance of work required, including but not limited to first aid

kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of two Union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all the parties in connection with work performed by the Employees covered under this Agreement.

XXXV. LIE DETECTOR TEST

The Employer shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

XXXVI. MILITARY LEAVE

Military leave will be provided to all Employees covered by this Agreement in accordance with State and Federal law.

XXXVII. COMPENSATION CLAIMS

- A. The Employer agrees to cooperate toward the prompt settlement of Employee on the job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all Employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an Employee is injured on the job and is required to lose time from work that day because of such injury, the Employer shall pay such Employee his day's pay for that day or portion thereof lost because of such injury. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.
- C. Any job related injury must be reported to the Borough Engineer/Public Works Superintendent or his designee immediately. Authorized report

forms must be completed by the Employee. If prompt notification is not possible, a written report must be filed on the following day. The Borough must file a written report with its insurance carrier within forty-eight (48) hours of the incident.

- D. Employees hurt on the job will receive sixty (60) days of pay at full pay for all worker's compensation claims. All monies from the worker's compensation carrier must be turned over to the Borough. After sixty (60) days, if the Employee remains out on worker's compensation, he/she shall only be entitled to that amount paid by worker's compensation.
- E. Time lost due to on the job injury shall not be charged against Employees' sick, vacation or personal time.

XXXVIII. LAYOFFS AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

- A. Employees shall be laid off in the order of least total employment seniority, provided the remaining employees are then qualified or can qualify within the two (2) week notice period to perform the work to be done.
- B. Notice of such layoffs will be given at least two (2) weeks before the scheduled layoff.
- C. A laid-off Employee shall have preference for reemployment for a period of one (1) year.
- D. The Employer shall re-hire laid off Employees in the order of greatest employment seniority, provided the Employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an Employee has an unexpired term of preference for re-employment who is ready, willing and able to be reemployed as provided under the provisions of this Article of the Agreement.
- E. Notice of re-employment to an Employee who has been laid off shall be made by certified mail to the last known address of such Employee.

XXXIX. SUB-CONTRACTING

The Employer may continue to let subcontracts for the work or service presently performed by or hereafter assigned to Employees covered by this Agreement provided:

- A. No employees are on layoff with unexpired recall rights.
- B. Employees shall not be laid off while contractors are performing work.
- C. The letting of sub-contracts shall not be used to avoid the terms and condition of his Agreement.

XL. PERSONAL DAYS

- A. Each full-time employee who has completed the probationary period provided by Article IX of this Agreement may receive two (2) days leave with pay for personal business during each calendar year of this Agreement, at any time during the calendar year, if approved in advance by the Borough Engineer/Public Works Superintendent or his designee except in case of emergency, which leave shall not be cumulative from year to year.
- B. Personal days may be taken in one-half (1/2) day increments.

XLI. DEATH IN THE FAMILY

Wages up to five (5) consecutive days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse or significant other, civil union and domestic partner, children, step children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and grandparents, or any person related by blood or marriage residing in an Employee's household, up to an including the date of burial.

XLII. TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2021 to and including December 31, 2023 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the appropriate officer of each party.

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA, LOCAL 469

Dated: _____

By: _____

BOROUGH OF NORTH CALDWELL

Dated: April 22, 2021

By: /s/ Kevin O'Sullivan

SCHEDULE A

TO

**LABOR AGREEMENT BETWEEN INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 469 AND THE BOROUGH OF NORTH CALDWELL**

JOB CLASSIFICATION

RATE OF PAY

		<u>2021</u>	<u>2022</u>	<u>2023</u>
Supervising Foreman	min	\$64,619.42	\$66,811.81	\$69,048.04
	max	\$82,994.79	\$85,554.69	\$ 88,165.78
General Foreman	min	\$61,862.60	\$63,999.85	\$66,179.85
	max	\$79,446.69	\$81,935.62	\$84,474.34
Maintenance Foreman	min	\$59,224.50	\$61,308.99	\$63,435.17
	max	\$76,051.38	\$78,472.41	\$80,941.85
Sr Maintenance Worker	min	\$56,700.00	\$58,734.00	\$60,808.68
	max	\$61,800.00	\$63,936.00	\$66,114.72
Maintenance Worker	min	\$45,023.04	\$46,823.50	\$48,659.97
	max	\$58,217.76	\$60,282.12	\$62,387.76
Maintenance Worker Start Rate		\$44,582.40	\$46,374.05	\$48,201.53

LABOR AGREEMENT

BETWEEN

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL
469**

AND

THE BOROUGH OF NORTH CALDWELL

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

Prepared by:
ANTONELLI KANTOR RIVERA
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(908)-623-3676

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**LABOR AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469
AND THE BOROUGH OF NORTH CALDWELL**

THIS AGREEMENT, is entered into this _____ day of _____, 2024 between LOCAL UNION No. 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union" and the BOROUGH OF NORTH CALDWELL, hereinafter referred to as "Borough" or "Employer."

The Employer and the Union agree as follows:

I. RECOGNITION

- A. The Employer recognized Local Union No. 469, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all Blue Collar D.P.W. Workers covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.
- B. Excluded are all professional, office clerical, supervisory and other employees excluded by law as well as managerial executives, and confidential employees as defined by N.J.S.A. 34: 13A-3.

II. DUES CHECK OFF

- A. The Employer agrees, for each of its employees covered by this Agreement who in writing authorized the Employer to do so, that it will deduct from the earning payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.
- B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Union Local 469 by check within ten (10) ten working days after the first period in which deductions are made and within ten (10)

working days after such deductions are made, each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

- C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15(e)) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.
- D. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

III. AGENCY SHOP

- A. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough Administrator by The Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough.
- B. The Union agrees that it will indemnify and save harmless the Borough against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Borough at the request of the Union under this Article.

IV. UNION REPRESENTATION

- A. Upon notification to and approval by the Borough Engineer, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Borough/Union business, and will not interfere with the normal working operations of the Employer. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Borough/Union business during working hours shall not be abused.
- B. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provision of this Agreement;
 2. The collection of dues when authorized by appropriate local Union action;
 3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- C. Job stewards and alternates have no authority to take any action interrupting the Employer's business.
- D. The Employer recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

- E. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has precipitated a slowdown or work stoppage in violation of this Agreement.
- F. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay with the permission of the Borough Engineer. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
- G. A duly authorized representative of the Union, designated in writing after notice to the Borough Engineer, shall be admitted to the premises during reasonable business hours for the purpose of assisting the adjustment of grievances and for investigation of complaints arising under this Agreement provided, however, that there is no interruption of the Employer's working operations.
- H. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- I. The Employer will notify the Union two (2) weeks prior to a layoff.
- J. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and social security and changes as they occur. An updated list shall be provided at least annually.
- K. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.
- L. The Employer will notify the Union within one (1) week of any new hires.
- M. The Employer shall allow examination of all personnel records of covered employees, including merits, demerits, promotions, vacation, sick time and personal days by the covered employee or their written designee, during work hours upon advance notice to and scheduled appointment with the Borough Engineer.

V. MANAGEMENT RIGHTS

The Employer shall retain all rights of management resulting from ownership or pertaining to its operation except as such limited or modified by the provisions of this Agreement. These rights shall include the management right to maintain

vacant positions and management shall not be required to promote individuals into any such vacant positions.

VI. NO STRIKE NO LOCKOUT

- A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to citizens of the community and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto acknowledge that under New Jersey law, they have no right to strike and agree for the term of this Agreement that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdowns, job actions, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.
- C. The Employer shall have the right to discipline or discharge any employee causing a strike, slowdown or other such interference.
- D. In consideration of the foregoing, The Employer agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

VII. DISCIPLINE AND DISCHARGE

- A. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or disciplining any employee covered by this Agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.
- B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within ten (10) calendar days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within

the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

- C. In all cases of discipline, the Borough agrees to abide by the principal of progressive discipline. The Borough will expunge from the employee's personnel file any verbal reprimand which is older than twelve months, so long as there has not been other discipline during that twelve month period.

VIII. GRIEVANCE AND ARBITRATION

- A. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and to promote employee morale.
- B. A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.
- C. This procedure for the settlement of grievances shall be as follows:

Step 1. The aggrieved employee or employees and the shop steward shall present the grievance in writing to the Borough Engineer/Public Works Superintendent or his designee within ten (10) calendar days after the facts giving rise to the grievance have occurred and a written decision on the grievance shall be submitted to the Union within ten (10) calendar days after presentation.

Step 2. If the grievance is not resolved under Step 1 hereof, the grievance may be presented to the Borough Administrator within ten (10) calendar days of the response from the Department Head. The Administrator shall have ten (10) calendar days to respond to the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2 hereof, either party may, within thirty (30) calendar days following the time period set forth in Step 2 hereof, refer the matter to the New Jersey Public Employment Relations Commission for selection of an arbitrator for the interpretation and/or application of a specific provision of this Agreement.

- a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.
 - b) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the dispute.
 - c) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses.
 - d) The arbitrator shall hold the hearing at a time and place convenient to the parties.
 - e) In cases involving back pay, the arbitrator may award such back pay only to the date of the original filing of the grievance.
- D. All of the time limits contained in this Article of this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to automatically process the grievance to the next step.

IX. PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) calendar days of employment, during which time the Employer can reprimand or discharge, with or without cause, and such reprimand or discharge shall not be subject to grievance or arbitration by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. New employees' probationary periods may be extended for

thirty (30) days beyond the first ninety (90) calendar days of employment subject to the approval of the Borough Administrator and DPW Director with written notice to the Union providing the Borough's reasons for the extension. Following successful completion of their probationary period, the Mayor and Council shall pass a resolution appointing the employee permanently and the employee will be placed on the seniority list retroactive to his/her first day of work.

X. PROMOTIONS AND DEMOTIONS

- A. Management has the right to maintain vacant positions and shall not be required to promote individuals into any such vacant positions. At the time the Borough intends to fill a vacancy, the Borough Engineer/Public Works Superintendent shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees on vacation have the right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees out on sick leave will be given notice of any opportunity to bid on a job vacancy, however, the job will not be held open more than ten (10) working days following the end of the posting period.
- B. Vacancies shall be awarded to the most senior employee deemed qualified by the Borough who bids for the job, it being understood that the Borough is not limited to promotion from within the bargaining unit.

XI. HOURS OF WORK

- A. The Employer agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.
- B. The scheduled hours of work are 7:00 a.m. to 3:30 p.m. The Borough reserves the right to revert back to the previous work hour schedule (8:00 a.m. to 4:30 p.m.) with seven (7) days notice to the employees. Starting on Memorial Day and ending on Labor Day, the scheduled hours of work are 6:00 a.m. to 2:30 p.m. The

Borough may revert back to the 7:00 a.m. to 3:30 p.m. work hour schedule with seven (7) days notice to the employees.

- C. The Employer agrees to allow a paid fifteen (15) minute wash up time at the end of each day.
- D. The Employer shall allow a one-half (1/2) hour unpaid lunch period each day.
- E. The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.
- F. The Employer agrees to compensate employees with a meal allowance of actual cost not to exceed \$25.00 for each lunch period accorded pursuant to subparagraph XI(E).
- G. The Employer shall allow a paid fifteen (15) minute break once during the morning and once during the afternoon.
- H. The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof each day, Monday through Friday.
- I. The Employer agrees to guarantee an employee actual time rounded to the next quarter hour at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time or prior to their starting time.
- J. The Employer agrees to guarantee an employee a minimum to three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to return to work after quitting time, except as required by paragraph K.
- K. A guarantee of a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate will be paid whenever an employee is called to return to work after midnight and before 7:00 a.m.
- L. The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday, or Holiday.
- M. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, unless the employee so desires.

- N. Employees shall be given the option to take compensatory time in lieu of overtime pay. Compensatory time shall not exceed eighty (80) hours in any calendar year. Compensatory time must be utilized in the year earned otherwise all compensatory time will be paid to the employee in December. There shall be no carryover of compensatory time.
- O. Employees performing emergency work as may be directed for more than four (4) consecutive hours outside their normal work day may take a paid rest period of one-half (1/2) hour after each four (4) hours of such work. The meal allowance provision shall apply to this paragraph.
- P. Employees whom, in addition to completing their regular eight-hour shift work, perform work during the one-half hour unpaid lunch period provided by Article XI (E) shall be paid at the premium rate provided by Article XII (A)(1) for that additional work.
- Q. Employees whom, in addition to completing their regular eight-hour shift work, perform work during the paid 15-minute break provided by Article XI (G) shall be paid at the premium rate provided by Article XII (A)(1) for that additional work.

XII. PREMIUM PAY

- A. The Employer agrees to pay premium wages in accordance with the following rules:
 - 1. One and one-half (1 ½) times the straight time hourly rate shall be paid for:
 - a) All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
 - b) All hours spent in the service of the Employer prior to the scheduled starting time.
 - c) All hours spent in the service of the Employer on any Saturday.
 - d) All hours spent in the service of the Employer if Borough Hall is closed during normal business hours [8:30 a.m. - 4:30 p.m.] due to inclement weather or other unscheduled reasons.

2. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or Holiday.
- B. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified to perform the overtime assignment.
 - C. The method of recording an employee's overtime will be as follows:
 1. Overtime employee physically worked.
 2. Overtime employee orally refused.
 3. Overtime employee was too ill to work.
 - D. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with paragraph C.
 - E. There shall be no pyramiding of overtime.
 - F. All available employees shall be expected to work emergency overtime when requested, unless excused by the Employer.
 - G. Continuous Work - When an employee has worked for four-and-one-half hours (4.5) or more continuous hours and is then required to immediately begin their regular shift, he/she shall continue to be paid at the premium rate of pay until relieved from duty.
 - H. After Hours Calls - All calls received after 7:00 p.m. and before 7:00 a.m. on a weekday shall be compensated in 15-minute increments at the time and one-half rate. All calls received between the end of the workday (2:30 p.m., 3:30 p.m., or 4:30 p.m. depending upon the current schedule under Article XI) and 7:00 p.m. shall be compensated as straight time at an employee's regular rate in fifteen (15) minute increments.

XIII. BULLETIN BOARDS

The Union shall have the use of a bulletin board on the Employer's premises for posting notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the bulletin board and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted. The Borough

reserves the right to remove any notice that is defamatory, malicious, or unrelated to Union meetings, official business, or social functions.

XIV. HOLIDAYS

- A. The Employer agrees to pay employees eight (8) hours pay for twelve (12) paid holidays per year.
- B. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in the Article XII of this Agreement, whichever is greater (exclusive of any lunch break), on such holiday.
- C. The date of observance of holidays shall be in accordance with the schedule prepared annually by the Borough Administrator.

XV. SICK LEAVE

- A. Sick leave is the absence of an employee for work to care for their own, or a loved one's, physical or mental health or injury, illness, accident, exposure to contagious disease, or attendance for short periods of time to care for ill member of their immediate family, to address domestic or sexual violence against themselves or a loved one, to attend a child's school-related meeting, conference, or event, to take care of their children when school or child care is closed due to an epidemic or public health emergency (including mandatory remote learning during COVID-19), or to quarantine based on the advice of a health care provider or public health authority (including the quarantine required when returning to New Jersey from certain states). Immediate family is defined as child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner), grandchild, sibling, spouse, domestic partner or civil union partner, parent, grandparent, spouse, domestic partner, or civil union partner of an employee's parent or grandparent, sibling of an employee's spouse, domestic partner, or civil

union partner, any other individual related by blood to the employee or any individual whose close association with the employee is the equivalent of family.

- B. If an employee is absent for reasons that entitle him to sick leave, the Borough Engineer/Public Works Superintendent or his designee shall be notified promptly. Notification shall be made by telephone to the Borough Engineer/Public Works Superintendent or his designee, and the Shop phone. Failure to notify the Borough Engineer/Public Works Superintendent or his designee may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.
- C. Employees shall receive twelve (12) days of sick leave per contract year commencing on January 1st of each year, to be used case of non-occupational illness or injury not covered by "Workers' Compensation." New Employees shall earn, during their first year, sick leave at the rate of one (1) day per each full month of service with the Borough to a maximum of twelve (12) days per contract year. Following completion of one full year, new employees shall be credited on the next January 1 with twelve (12) sick days per year. Sick leave shall not be substituted for vacation leave.
- D. Unused sick leave days may be accumulated and carried from year to year. Unused sick time can be cashed in at retirement to a maximum of sixty (60) days not to exceed \$15,000, including all days sold back to pursuant to paragraph I of this Article.
- E. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. Notwithstanding the preceding, the Employer may require the Employee to provide a doctor's note at anytime for sick leave verification where abuse exists or the Employer suspects abuse. In addition, the Employer may require any employee who has been absent because of illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Employer.
- F. The Borough's policy on FLA/FMLA leave is incorporated herein, in its entirety.

G. Following exhaustion of all paid time, Employees covered by this Agreement may be granted a leave of absence without pay with the approval of the Borough Council for up to a three (3) month period which may be extended up to a maximum of one year. The Borough reserves the right to evaluate additional leave requests on an as-needed basis. Each case is considered on its merits and does not set precedent. Leaves may be requested for:

1. Temporary incapacity.
2. Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Borough or of fitting himself for promotion.
3. Because of extraordinary reasons, sufficient in the opinion of the Borough Administrator and the Borough Council, to warrant a leave of absence.

The decision of the Borough Council shall be final, and without recourse to the grievance and arbitration procedure.

- H. Upon return from leave an employee will be entitled to a position of equal status and pay to that which was held when the employee went on leave. After the expiration of the leave of absence, benefits which were not accorded the employee while on unpaid leave of absence will accrue again.
- I. Unused sick leave earned in each year (12 days) may be paid in cash upon request by the Employee.

On or about December 1st, the Employer shall advise each Employee of their unused sick leave balance as of November 30th, and should the Employee request payment in cash, the calculated amount will be issued with the first payroll check issued in the month of December.

In the event it was necessary that sick leave which was paid in cash is utilized in the month of December, a deduction in the next succeeding year allocation shall be made or shall be deducted from pay in the event of the employee's resignation prior to the accrual of sick pay entitlement. Any sick leave earned and not paid in cash shall accrue only for use by the Employee in the event it becomes necessary.

XVI. WORKING AT DIFFERENT RATES

Employees assigned to higher classifications caused by the absence of both the foreman and the senior maintenance workers shall receive one (\$1.00) dollar per hour in addition to their regular rate of pay.

XVII. RATES OF PAY

The salary guide for all employees covered by this Agreement for the years 2024-2026 is set forth in Schedule A attached hereto and incorporated as part hereof. Each employee shall move forward one (1) step on January 1st of each year until they reach the final step of their title. Employees shall not change titles unless and until they are promoted. Any and all new hires after January 1, 2024 shall be placed on the "Start" step of their title. New hires must be employed by the Borough for at least twelve (12) months before moving to the next step of the guide, Year 2, on January 1st. Effective January 1, 2027, Temporary Steps 2024-2026 shall be removed from the salary guide.

XVIII. SEPARATION OF EMPLOYMENT

- A. Upon discharge, the Employer shall immediately pay all monies including pro rata vacation pay due to the Employee on the first pay day following the employee's separation of employment.
- B. Upon quitting, the Employer shall pay all monies due to the Employee including pro rata vacation pay on the first pay day following the employee's separation of employment.
- C. Upon separation of employment, the employee shall return all Borough property.

XIX. SPECIAL LICENSES

Effective November 17, 2023, the Borough will pay for any CDL course or renewal or for any other special License/Certification needed by the Borough for

day-to-day operations that is approved in advance by the Borough Administrator before the employee enrolls in the applicable course or before the applicable payment is due.

XX. JOB CLASSIFICATION SHEETS

- A. The Employer will prepare and make available to the Union Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.
- B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate of pay. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

XXI. SENIORITY

- A. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.
- B. An Employee shall lose seniority rights only for any one of the following reasons:
 - 1. Voluntary resignation.
 - 2. Discharge for just cause.
 - 3. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provision of this Agreement.
 - 4. Continuous layoff beyond recall period for reemployment outlined elsewhere in this Agreement.
- C. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

XXII. PAY DAY

Wages shall be paid in approximately equal payments at fourteen (14) day intervals (pay periods). The bi-weekly pay shall be determined by prorating the wage rates based on the number of pay periods in the year.

XXIII. SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with shower and toilet facilities. Employees shall keep the facility neat and clean.

XXIV. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions provided in this Agreement shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement unless otherwise mutually agreed to by the parties.

XXV. UNIFORMS

A. The Employer shall provide and maintain at no cost to the employee the following uniforms:

- 13 pairs pants
- 6 full button short sleeve shirts
- 6 2-button placket short sleeve shirts
- 5 long sleeve shirts
- 1 safety colored sweatshirt
- 1 blue sweatshirt
- 1 summer coverall
- 1 winter coverall
- 1 winter jacket
- 1 reflective safety jacket
- 5 mock turtleneck sweatshirts

B. The Employer shall also provide each Employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

- Safety glasses
- Pair of gloves
- Safety hat
- Pair of safety boots
- Pair of boots
- Rain suit

- C. The Employer shall replace uniforms, protective clothing and other issued equipment on a fair wear and tear basis.
- D. The Borough shall provide each Employee with a one-time payment in January of each year in the amount of \$900, which is the equivalent of \$75 per month for being available for work and work-related matters via their personal cell phone. Employees hired after January 1, 2024 shall receive a prorated yearly cell-phone allowance for their first year of employment on the January 1st following their hire date, reduced based on their hire date and the percentage of the previous year that they were employed by the Borough.

XXVI. SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.
- B. If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

XXVII. PROTECTION OF RIGHTS

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

XXVIII. TRAINING AND TUITION REIMBURSEMENT

- A. The Employer shall encourage self-improvement and shall support a training assistance program for its employees based on job related requirements.
- B. Employee requests for tuition reimbursement must be submitted for approval to the Borough Engineer/Public Works Superintendent or his designee to determine job relevance and availability of funds. All requests for training and reimbursement must be approved by the Borough Engineer/Public Works

Superintendent or his designee prior to Employee enrollment in any course or program.

- C. Animal Control Officer. The Borough has created the position of Animal Control Officer, which duties will be performed on an as needed basis together with an employee's other job duties. Employees selected for the Animal Control Officer position will be registered for a training class given by the State, and the fees for that class will be paid for by the Borough. Upon licensure by the State, the employees will begin to perform the duties, as needed and directed by the Borough, as Animal Control Officers. Employees will receive an additional one dollar and seventy-five cents (\$1.75) per hour added to their regular hourly rate of pay for performing the duties of Animal Control Officer. This additional Animal Control pay shall be pensionable and included in calculating the licensed employees' hourly overtime rate. The additional dollar and seventy-five cents per hour will begin once the employees are licensed by the State of New Jersey to perform such duties and actually begin performing said duties of an Animal Control Officer. The Borough, in its sole discretion, however, may determine to eliminate the Animal Control duties in the Borough at anytime, in which instance the additional one dollar and seventy-five cents (\$1.75) per hour wage will end, and such a decision shall not be subject to negotiations, grievance or arbitration.

XXIX. VACATIONS

- A. Vacation entitlement shall be based on the Employee's anniversary date of employment.
- B. Vacation pay shall be based on an employee's forty (40) hours straight time pay.
- C. Employees shall earn annual vacation leave in accordance with the following schedule:

Total Employment

1-6 months

6-12 months

Vacation Entitlement

1 day for every full month worked

1 day for every full month worked until January 1; if still employed on

January 1 of the same year—7 days
until the following January

12 months to 5 years 10 days available on January 1

January 1st of 6th year to 10th year 15 days available on January 1

January 1st of 11th year and moving forward 20 days available on January 1

- D. For the purpose of computing vacation entitlement, eight (8) hours at the Employee's regular straight time hourly rate of pay shall constitute a working day.
- E. Employees shall submit their requests for vacation on or before April 1st and the Employer shall respond to such request on or before April 15th each year. The Employer agrees to give reasonable consideration to an Employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit, but senior employees shall be given preference over junior employees only for two weeks (10 days) of vacation selection. After all employees have selected a minimum of two weeks (10 days) vacation, preference with respect to the selection of additional vacation will again be governed by seniority.
- F. Only two (2) employees may be out on vacation at any one time.
- G. Employees shall be allowed to carry over ten (10) days of vacation to the following year with approval of the Borough Administrator or his designee only. Employees shall be able to request payment for up to five (5) days of carried-over unused vacation time so long as the sum of the unused sick leave, unused compensatory time, and unused vacation time does not exceed 22 days in a given year. Additionally, the sum of unused sick leave pay and unused vacation time pay shall not exceed \$15,000 for the life of the individual's employment.
- H. In the event a Holiday falls during an Employee's vacation period, such Employee shall enjoy an additional vacation day with pay at a mutually agreed upon time.

- I. In the case of discharge, dismissal or voluntary leaving the Borough's employment, the Employee's vacation shall be prorated from the first of the year. In the event of an Employee's death, unused vacation for the year shall be paid to his/her estate.
- J. Employees may request a change in their vacation schedule by submitting a request to the Borough Engineer/Public Works Superintendent or his designee for at least five (5) days in advance of their scheduled vacation.
- K. In the event of a death in the Employee's family while an Employee is on vacation, the Employee may reschedule their vacation.
- L. Vacation may be taken in one-half (1/2) day increments up to a total of three (3) one-half (1/2) day increments.

XXX. GROUP INSURANCE AND PENSION

- A. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.
- B. Pension benefits shall be based on regular wages and any other compensation entitlement.

XXXI. HEALTH INSURANCE COVERAGE

- A. Each Employee shall be enrolled in the New Jersey State Health Benefits Program. The Borough will continue to provide the State Health Benefits Plan Health Insurance to all full-time Employees on the payroll as of the ratification date of the contract and their dependents and pay the premium for the plan selected.
- B. For all Employees hired after September 14, 2009, the Borough will pay the premium for NJDIRECT15 for the employee and his/her dependent. New employees who select any other plan will pay the difference in the premium between the NJDIRECT15 and the plan selected. The co-pays associated with the plan selected by the Employee remain the responsibility of the Employee.

- C. Effective January 1, 2012, all employees will be required to contribute to their health benefits premium as required by P.L. 2011, Ch. 78, or 5.0% of the cost the health plan selected, whichever is greater.
- D. Any Employee choosing to forego health insurance coverage provided for in this Article, and can show proof of alternative coverage, shall receive 25% of the savings based on the cost of the Plan the Employee is eligible to select, or \$5,000 whichever is lesser, as permitted by P.L. 2010, Ch. 2. The amount will be paid during the month of December.
- E. Family dental coverage shall begin at the birth of the first child.
- F. The Employer reserves the right to change healthcare providers so long as equal to or better coverage is provided than the currently provided in the NJDIRECT15 plan.
- G. Full-time employees who retire after the age of 62 and with fifteen years of service to the Borough of North Caldwell may continue to receive paid health insurance coverage. Employees receiving retiree health benefits must notify the Borough Administrator in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B.

XXXII. NON-DISCRIMINATION

- A. There shall be no discrimination or interference, by the Employer or any of its agents, against the Employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.
- B. The Employer and Union agree that there shall be no discrimination against any Employee or applicant for employment because of race, age, color, creed, sex, religion, national origin and nationality, ancestry, marital status, affectional or sexual orientation, domestic partnership status, affectional or sexual orientation, domestic partnership status, atypical hereditary, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), civil union status, breastfeeding, liability for service in the United States armed services, gender

identity or expression, and pregnancy in compliance with all applicable Federal and State statutes, rules and regulations.

XXXIII. JURY DUTY

- A. An Employee summoned to jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such Employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the Employee is excused after 12:00 noon except in case of emergency.
- B. Any payment received for jury duty shall be retained by the Employee. Employee must present Employer with proof of jury service.

XXXIV. SAFETY

- A. The Employer shall not require, direct, or assign any Employee(s) to work under unsafe or hazardous conditions. As determined by the Borough Engineer/Public Works Superintendent or his designee, no less than two (2) Employees shall be on assignment where the engineer determines reasons of safety require such an assignment. The Employee(s) upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. If the supervisor takes the responsibility and directs the work to continue, the Employee(s) shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.
- B. The Employer shall provide all tools and safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of two Union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards

and practices to be observed by all the parties in connection with work performed by the Employees covered under this Agreement.

XXXV. LIE DETECTOR TEST

The Employer shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

XXXVI. MILITARY LEAVE

Military leave will be provided to all Employees covered by this Agreement in accordance with State and Federal law.

XXXVII. COMPENSATION CLAIMS

- A. The Employer agrees to cooperate toward the prompt settlement of Employee on the job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all Employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an Employee is injured on the job and is required to lose time from work that day because of such injury, the Employer shall pay such Employee his day's pay for that day or portion thereof lost because of such injury. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.
- C. Any job related injury must be reported to the Borough Engineer/Public Works Superintendent or his designee immediately. Authorized report forms must be completed by the Employee. If prompt notification is not possible, a written report must be filed on the following day. The Borough must file a written report with its insurance carrier within forty-eight (48) hours of the incident.
- D. Employees hurt on the job will receive sixty (60) days of pay at full pay for all worker's compensation claims. All monies from the worker's compensation carrier must be turned over to the Borough. After sixty (60) days, if the Employee

remains out on worker's compensation, he/she shall only be entitled to that amount paid by worker's compensation.

- E. Time lost due to on the job injury shall not be charged against Employees' sick, vacation or personal time.

XXXVIII. LAYOFFS AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, provided the remaining employees are then qualified or can qualify within the two (2) week notice period to perform the work to be done.
2. Notice of such layoffs will be given at least two (2) weeks before the scheduled layoff.
3. A laid-off Employee shall have preference for reemployment for a period of one (1) year.
4. The Employer shall re-hire laid off Employees in the order of greatest employment seniority, provided the Employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an Employee has an unexpired term of preference for re-employment who is ready, willing and able to be reemployed as provided under the provisions of this Article of the Agreement.
5. Notice of re-employment to an Employee who has been laid off shall be made by certified mail to the last known address of such Employee.

XXXIX. SUB-CONTRACTING

The Employer may continue to let subcontracts for the work or service presently performed by or hereafter assigned to Employees covered by this Agreement provided:

1. No employees are on layoff with unexpired recall rights.
2. Employees shall not be laid off while contractors are performing work.
3. The letting of sub-contracts shall not be used to avoid the terms and condition of his Agreement.

XL. PERSONAL DAYS

- A. Each full-time employee who has completed the probationary period provided by Article IX of this Agreement may receive two (2) days leave with pay for personal business during each calendar year of this Agreement, at any time during the calendar year, if approved in advance by the Borough Engineer/Public Works Superintendent or his designee except in case of emergency, which leave shall not be cumulative from year to year.
- B. Personal days may be taken in one-half (1/2) day increments.

XLII. DEATH IN THE FAMILY

Wages up to five (5) consecutive days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse or significant other, civil union and domestic partner, children, step children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and grandparents, or any person related by blood or marriage residing in an Employee's household, up to an including the date of burial.

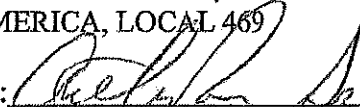
XLII. TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2024 to and including December 31, 2026 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the appropriate officer of each party.

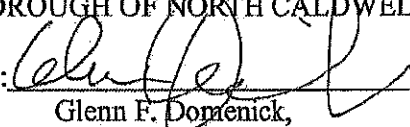
Date: 2/22/24

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS OF
AMERICA, LOCAL 469

By: 
Anthony Romano, Sr., Shop Steward

Date: 2/22/24

BOROUGH OF NORTH CALDWELL

By: 
Glenn F. Domenick,
Borough Administrator

SCHEDULE A

Salary Guide:

<u>Title/Step</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Maintenance Worker</u>			
Start	\$48,659.97	\$48,659.97	\$48,659.97
Year 2	\$50,032.75	\$50,032.75	\$50,032.75
Year 3	\$51,405.53	\$51,405.53	\$51,405.53
Year 4	\$52,778.31	\$52,778.31	\$52,778.31
Year 5	\$54,151.09	\$54,151.09	\$54,151.09
Year 6	\$55,523.87	\$55,523.87	\$55,523.87
Year 7	\$56,896.65	\$56,896.65	\$56,896.65
Year 8	\$58,269.43	\$58,269.43	\$58,269.43
Year 9	\$59,642.21	\$59,642.21	\$59,642.21
Year 10	\$61,014.99	\$61,014.99	\$61,014.99
Year 11	\$62,387.76	\$62,387.76	\$62,387.76
<u>Assistant Foreman</u>			
Start	\$60,808.68	\$60,808.68	\$60,808.68

Year 2	\$62,557.36	\$62,557.36	\$62,557.36
Year 3	\$64,346.04	\$64,346.04	\$64,346.04
Year 4	\$66,114.72	\$66,114.72	\$66,114.72
General Foreman			
Start	\$69,089.88	\$69,089.88	\$69,089.88
Year 2	\$74,218.03	\$74,218.03	\$74,218.03
Year 3	\$79,346.13	\$79,346.13	\$79,346.13
Year 4	\$84,474.33	\$84,474.33	\$84,474.33
Superintendent of Public Works			
Temporary Step 2024	\$78,620 5% Increase		
Temporary Step 2025		\$81,765 4% Increase	
Temporary Step 2026			\$85,036 4% Increase
Start	\$88,275.67	\$88,275.67	\$88,275.67
Year 2	\$92,183.78	\$92,183.78	\$92,183.78
Year 3	\$96,091.89	\$96,091.89	\$96,091.89
Year 4	\$100,000.00	\$100,000.00	\$100,000.00