

AGREEMENT

BOROUGH OF MAYWOOD

-AND-

TEAMSTERS LOCAL NO. 97 OF NEW JERSEY

Affiliated with

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

January 1, 2002 through December 31, 2004

(File #182-01)

THIS AGREEMENT made this 19th day of December,

2001, between the Borough of Maywood, a municipal corporation, in the County of Bergen and State of New Jersey, hereinafter referred to as the "Employer" or "Borough"; and the Teamsters Local No. 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

WHEREAS, it is the intent and purpose of the parties hereto to promote the harmonious relations between the Borough and the employees of the Department of Public Works and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law, and to promote and improve further employee efficiency and productivity;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1

UNION RECOGNITION

The Borough recognizes the Union as the exclusive representative, as certified on April 3, 1974 by the New Jersey Public Employment Relations Commission, for the purpose of collective negotiations with respect to all negotiable items of employment of the employees employed by the Borough of Maywood D.P.W., excluding those classes of employees as set forth in the Certification Notice, and as excluded by law. Effective only as of the effective date of this Contract and not retroactively, the Borough will recognize the recycling workers as part of the Union, subject to the Borough's verification of the choice of the recycling workers pursuant to N.J.A.C. 19:11-3.1(b)(1) and posting of the notices required by N.J.A.C. 19:11-3.1(b)(2).

ARTICLE 2

VISITATION AND BULLETIN BOARD

A. The Union representation will be permitted to visit Union stewards for the purpose of discussing Union business.

B. The Borough shall supply one (1) bulletin board for the purpose of the Union to be placed in a conspicuous location in the Borough Garage which shall be used for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department of Public Works Committee or the Mayor and Council.

ARTICLE 3

STEWARDS

A. The Borough recognizes the right of the Union to designate two (2) Stewards and one (1) alternate for the enforcement of this Agreement. The Union shall within seven (7) days of any change furnish the Borough with a written list of the stewards and the alternate and notify the Borough of any changes.

B. The authority of the Steward and the alternate so designated by the Union in the absence of the Steward shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The designated Union Steward or the alternative, in his absence, shall be granted a reasonable period of time with pay during work hours necessary to investigate and seek to settle grievances.

ARTICLE 4 GRIEVANCES

A. For the purpose of this Agreement, the term “grievance” means any difference or dispute between the Borough and the Union, or between the Borough and any employee with respect to the interpretations, application or violation of any of the provisions of this Agreement, other than the provisions of Article 5. Any difference or dispute as to whether a matter is grievable or arbitrable shall not be subject to the grievance procedure set forth herein.

B. The procedure for settlement of grievances shall be as follows:

Step 1. Within ten (10) days of the occurrence of the grievance, as said term is defined herein above, the aggrieved employee shall discuss his problem with his Union Steward and the Administrator of Public Works (hereinafter referred to as “Administrator”), who shall attempt to settle the problem within forty-eight (48) hours from the time it was first presented.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing by the aggrieved employee, in a form approved by both the Borough and Union. The aggrieved employee shall deliver a copy of the written grievance form to the Borough Clerk, within three (3) days of the meeting set forth in Step 1. The Clerk shall immediately forward one (1) copy to the Mayor and Council. The Mayor and Council shall meet with a Union Official and attempt to resolve the problem within twenty-one (21) days from the date the written grievance was received by the Borough Clerk. The foregoing twenty-one (21) day period may be extended by mutual agreement

between the Union Official and the Mayor and Council, or good cause shown by either of them. Resolution of grievances shall be reduced to writing as well as the failure of the parties to resolve such grievance.

Step 3. In the event a satisfactory solution is not arrived at in Step 2, either party shall have the right to submit the grievance to a final binding arbitration providing a notice in writing to that effect is served by either party on the other within seven (7) days from the meeting set forth in Step 2. The cost of the Arbitrator shall be borne by the parties hereto.

C. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of the Agreement.

D. If the grievance is not appealed to the next step within the specified time limit or any agreed to extension thereof, it shall be considered settled on the basis of the Borough's last answer.

E. In the event that an employee shall process his own grievance as provided for in Article 4, Paragraph C, then and in that event, during the time in which the employee is processing his own grievance, he shall not be entitled to receive compensation.

F. In the interest of mutual benefit to the Union and the Borough, every effort shall be made to resolve any grievance during Step 1 of this procedure.

ARTICLE 5

MANAGEMENT

A. The Borough hereby retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and

Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to, the following rights:

1. To manage and administer the Borough's government and its properties, facilities, and the activities of its employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
3. To make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Borough after advance notice thereof to the employees to require compliance of the employees.
4. To hire, to promote, transfer, assign, and/or retain employees in positions within the Borough covered by this Agreement.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
6. To lay off employees covered by this Agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Borough reserves the right with regard to all the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

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

ARTICLE 6

SENIORITY, PROBATION PERIOD, PROMOTIONS

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

B. An employee shall be deemed probationary following his regular appointment to a permanent position during his trial period, six (6) months. The trial period may be extended an additional three (3) months at the option of the Borough, who shall give notice in writing to the Union of their intention to extend said trial period. Employees may be dismissed without recourse during the probationary period for reasons relating to the employee qualifications and work period.

C. Seniority of any employee is defined as the length of service as a Borough employee dating back to his date of hire and not the date he was appointed.

D. In the event of lay-offs and rehiring, the last person hired in the job classification affected shall be the first to be laid off, and the last person shall be the first to be recalled in

accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

E. When promotions to a higher labor grade or transfers to another grade are in order, the Borough shall make such promotions or transfers from among its regulation employees; considerations for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

F. The Borough shall prepare and forward to the Union a seniority list of employees by classifications. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employees' names, classifications and seniority dates.

ARTICLE 7

POSTING

All new vacant positions shall be posted on the Union Bulletin Board for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Administrator. Efforts will be made to fill vacancies from within the bargaining unit, with seniority employees given preference, providing such senior employees have the necessary qualifications for positions.

ARTICLE 8

LOSS OF SENIORITY

A. Seniority shall be lost by an employee for the following reasons:

1. Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a sick leave, with or without pay, shall be deemed to constitute a voluntary quitting.
2. Discharge for cause.
3. Failure to report for work within twenty-four (24) hours when called back (after lay-off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to be excusable. A copy of the Notice of Failure to Report shall be sent to the Union Steward for his records.
4. Failure to be called back to work for a period of twelve (12) months after lay-off, unless a greater period of time is established by agreement between the Borough and the Union.
5. In the event disciplinary action against an employee results in suspension for two (2) weeks or more in one month, the employee shall lose one (1) month of seniority.

ARTICLE 9

DISCHARGE AND DISCIPLINE

- A. Except as otherwise provided in the Agreement, no permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Borough shall notify the Union at the time if disciplinary action is taken.
- B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Borough Clerk in writing within five (5) working days of the disciplinary action. All proceedings thereafter shall be in accordance with Article 4.

C. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal, unless otherwise ordered by the arbitrator or the Mayor and Council, upon adjustment resulting from successful or partially successful grievance.

D. Disciplinary warnings will be issued in writing to the employee with a copy to the Union.

ARTICLE 10

DIVISION OF WORK

A. Employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement except as may be required:

1. To instruct employees;
2. In an emergency;
3. To assist employees;
4. In the case of temporary summer help; or
5. In such cases which the Borough deems necessary.

ARTICLE 11

HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week and shall not apply to part-time work.

B. The basic work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day inclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be 8:00 A.M. for road workers, who shall have a quitting time of 4:30 P.M.

D. Sweeper-operators shall be subject to such hourly assignments as may be designated by the Administrator.

E. TARDINESS. It is agreed that the Borough will permit a five (5) minute grace period for lateness to the employees. However, if the employee is late fifteen (15) minutes or more, the employee shall lose pay for one-half ($\frac{1}{2}$) hour or the actual time late, whichever is greater, and computed in quarter-hourly intervals, as is the present bookkeeping practice, e.g. an employee who is thirty-two minutes late shall not receive pay for the first forty-five (45) minutes of the work day. In the event an employee fails to notify the Administrator of his reason for being late, the Administrator shall have the right to disallow an employee to work on such day. If an employee will be absent on any given work day, he shall, no later than thirty (30) minutes after the start of the tour time for such day, notify either the Administrator or the Borough Clerk of the reason for his absence. Any employee failing to so notify the Borough is subject to disciplinary action.

ARTICLE 12

REST PERIODS - WASH UP

A. All employees shall receive two (2) rest periods each day without deduction in pay; one twenty (20) minute rest period between 2:15 P.M. and 2:35 P.M., unless otherwise

designated by the Administrator or other designee of the Administrator. Employees shall spend the rest periods at the work location, unless authorized by a foreman or leadman, for good cause due to the work circumstances.

B. All employees shall receive two (2) wash-up periods each day without deduction in pay; one ten (10) minutes period before lunch hour, and one ten (10) minute period immediately before quitting. Employees are not to use Borough vehicles to go to lunch.

ARTICLE 13

SNOW REMOVAL

A. The Borough shall not summon or hire outside employees for snow removal until all trained unit members are working, or reasonable attempts have been made by the Borough to notify trained unit members that such work is available and, if so notified, the work refused.

B. There shall be two (2) men per truck during snow removal unless there is an insufficient number of men available.

C. Supervisory or management personnel shall not be precluded from operating trucks or other equipment in the event that their services are required.

D. Employees performing snow work shall be entitled to rest periods as follows:

Work 4-6 hours	3 hours rest
Work 6-11 hours	4 hours rest
Work 11 hours	6 hours rest

In addition, if employee's rest period overlaps his normal shift, he shall be paid for the shift time at regular rates.

E Except as otherwise herein provided, past practices shall be followed for snow removal as may be determined in the exclusive judgment and discretion of the Administrator of Public Works.

ARTICLE 14

OVERTIME

A. The standard work week (with the exception of summer help) shall commence on Monday and end after working hours on Friday, and during that time an employee shall be required to work forty (40) hours, consisting of five (5) eight (8) hour days.

B. All work performed in excess of a work day or a work week, as defined in Paragraph "A" above, shall be considered overtime and shall be compensated for at the rate of time and one-half, that is employees will be paid at the overtime pay rate for hours worked in excess of an eight (8) hour day on any given work day.

C. All work performed on holidays is automatically time and one-half plus the holiday pay (regular time).

D. All overtime pay earned shall be paid within one (1) month of the time earned.

ARTICLE 15

STAND-BY PAY

A. During the term of this Contract, in the event an employee is required to stand-by for an entire weekend, he shall be entitled to the following sums:

<u>Days</u>	<u>Effective</u>
Friday Stand-By and Holiday eves	January 1, 2002
Saturdays, Sundays and	\$45.00 per day

Holidays \$55.00

B. Employees shall be placed on stand-by on the basis of a rotating roster of employees of the Department of Public Works, except for the Mechanic. When an employee has been placed on "Stand-by," he must make himself available for work; and if called by the Administrator or his designee, he shall report for work immediately. In the event that such employee is not able to report for work, he shall obtain a replacement to work in his stead by calling the next employee on the rotating roster capable and qualified to perform the work for which he is standing by. In such case, the stand-by employee who is unable to report shall not receive stand-by pay for such day, but the daily stand-by pay shall be paid to the substitute employee who reports in his stead. A replacement shall be allowed only on notice to the Shop Steward, who must approve such replacement. Stand-by personnel or their replacement shall not be paid if they fail to report when called.

C. In addition to the holidays listed in Article 19 hereof, stand-by pay shall be provided for the eves of the following holidays:

Good Friday
Thanksgiving
General Election
Veterans Day

ARTICLE 16

CALL BACK TIME

Any employee who is called back after completing his regularly scheduled shift shall be entitled to be compensated at the rate of one and one-half (1-1/2) times the straight-time hourly rate of pay, with a minimum guarantee of three (3) hours work, or three (3) hours pay in lieu

thereof, with the right of the Employer to assign any Employee who is called back hereunder to perform work for the entire minimum call back period. A second call back prior to commencement of the employee's next succeeding regularly scheduled shift shall be paid for at the rate of one and one-half (1-1/2) times his regular hourly pay for only those hours or parts thereof worked.

ARTICLE 17

SICK LEAVE AND BEREAVEMENT

A. Permanent employees who have completed at least three (3) months of service shall be entitled to sick leave with pay, in accordance with the following schedule of allowances, because of sickness or disability not incurred in the line of duty:

For Employees Hired Before July 1, 1998:

<u>Period of Employment</u>	<u>Sick Leave with Pay</u>
3 months but less than 1 year	5 days
1 year but less than 2 years	10 days
2 years or more	15 days

For Employees hired after July 1, 1998:

<u>Period of Employment</u>	<u>Sick Leave with Pay</u>
After 3 months to 6 months	3 days
After 6 months to 2 years	6 days
After 3 years	10 days

B. (1) With regard to illness or injury which is not service connected, each employee with two (2) or more years of service shall be entitled to fifteen (15) sick days with pay

during each calendar year, and if an employee does not use all of the said sick days, he shall be permitted to accumulate his unused sick days to a total of not more than one hundred-eighty (180) total accumulated sick days permitted herein. Sick days which an employee has accumulated under previous agreements shall be carried over provided same does not exceed the total accumulated sick days permitted herein.

(2) Commencing in the calendar year 1996, at the end of each year, employees may elect to be paid for either fifty (50%) or one hundred (100%) percent of their unused sick time for the calendar year. Employees must make such election in writing addressed to the Administrator within fourteen (14) days of the close of the calendar year. In the absence of written election to accept pay for either fifty (50%) percent or one hundred (100%) percent unused sick leave for the calendar year, the employee shall be deemed to have elected to accumulate his unused sick leave as set forth in Paragraph "B" above.

(3) Employees may convert up to two (2) sick days per year to personal days upon forty eight (48) hours advance notice to the DPW Administrator, provided, however, that in the case of emergencies where forty eight (48) hours advance notice cannot be provided, the employee shall notify the DPW Administrator as early as possible. Such personal days shall be non-cumulative.

C. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness or injury.

D. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness or injury after three (3) days, if requested by the Administrator.

E. In case of serious illness or death of a member of the immediate family of an employee, emergency leave of a maximum period of four (4) days may be granted by the Administrator, in his discretion.

A "member" of the employee's immediate family shall be defined to include wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother and grandfather.

Any action of the Administrator granting or denying such leave shall be subject to review by the Department of Public Works Commissioner and/or the Mayor and Council. The aforesaid maximum period of four (4) days of emergency leave may be extended for good cause, but only by the Mayor and Council.

F. Sick leave may be taken in increments of one-half (½) days. Employees who leave work after less than one-half of a day's work due to illness shall be charged one (1) full sick day.

ARTICLE 18

VACATIONS

A. All permanent full-time employees covered by this Agreement shall be granted an annual leave for vacation as follows:

<u>Length of Service as of Date of Request for Vacation</u>	<u>Work Weeks of Vacation (as accrued)</u>
6 months but less than 1 year	1
1 year or over but less than 5 years	2
5 years or over but less than 10 years	3
10 years or over but less than 20 years	4
20 years or over	5

Eligibility for vacations shall be computed as of the first day of the month in which the employee was hired, provided that the employee has worked more than half the working days that month; otherwise, eligibility for vacations shall be computed as of the first day of the month following the month in which the employee whose length of service shall be six (6) months, but less than one (1) year, chooses to take one (1) week's vacation as his entitlement in the schedule aforesaid, but then shall accrue during the remaining portion of the calendar year an additional one (1) week of vacation, he shall be entitled to only two (2) weeks of vacation during the entire calendar year. Such employee shall not be permitted to take the additional week of accrued vacation until such time as he should become eligible hereunder. This construction shall apply to all employees who shall receive vacation during the entire calendar year. Such employee shall not be permitted to take the additional week of accrued vacation until such time as he should become eligible hereunder. This construction shall apply to all employees who shall receive vacation during the entire calendar year. Such employee shall not be permitted to take the additional week of accrued vacation until such time as he should become eligible hereunder. This construction shall apply to all employees who shall receive entitlement to an additional week of vacation by virtue of their entering the higher category of length of service during the calendar year, but subsequent to their initial vacation period.

B. An employee entitled to vacation pay may request and be granted such pay prior to taking the same, provided such employee shall give at least two (2) weeks notice to the Borough Clerk prior to the pay period preceding said vacation.

C. All applications for vacations shall be filed no later than May 31st of each year with the Administrator. The Administrator shall have the discretion to identify "prime-time,"

during which vacations shall not be permitted except for pressing cause. Any employee who requests a vacation during such "prime-time" shall confer with the Administrator at the earliest possible time to determine whether or not vacation can be reasonably given during the requested vacation period. The Administrator shall not withhold vacation unreasonably, but shall exercise the best judgment possible considering the needs of the employee and the labor requirements of the Borough.

D. No employees shall take more than two (2) weeks of vacation as single days off. Requests for single day vacation time will be made with no less than seventy-two (72) hour notice to the Administrator.

ARTICLE 19

HOLIDAYS

A. Notwithstanding the provisions of the A.M.I., each full-time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight-time without work during the following days:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day and day after
½ day before New Year's Eve	½ day before Christmas Day
	Christmas Day

ARTICLE 20

WORK CLOTHES

The Borough **will** provide the following work clothes for each permanent employee:

1. Gloves
2. Rain Gear
3. Boots
4. Winter Jackets or, at the option of the Employer, winter coveralls
5. Uniforms
6. Safety Glasses
7. Hard Helmets
8. Lockers
- 9.* Two (2) pairs of Safety shoes per year at a cost of no more than \$125 for each pair. Employees shall obtain said shoes from designated vendor at the then current price for shoes of the same quality as currently used. If employee chooses to use another vendor and obtains shoes of higher quality or increased price, the employee shall be responsible for the difference in price.

Upon the execution of this Agreement, a Safety Committee shall be appointed, consisting of one(1) member of the Union, appointed by the Union members, one (1) member of the Council, and one (1) member in a supervisory capacity, both appointed by the Governing Body. The Safety Committee shall investigate whether there are any conditions which constitute a present and/or potential hazard to the safety of the employees and make recommendations for correcting any such reasonable effort to effect a decrease in the insurance rates charged to the Borough.

*Road workers shall be authorized to obtain two (2) pairs of safety shoes per year, provided that the Borough shall not reimburse employees for the purchase of safety shoes for replacement until ninety (90) days after the purchase thereof, on condition that the employee is still employed by the Borough at the time the reimbursement is sought. Employees shall give proof to the Administrator that the above articles issued to them have been destroyed or worn out, prior to replacement, by returning the same to him, if possible.

ARTICLE 22

WELFARE AND LONGEVITY

A. During the term of this Agreement, the Borough shall furnish medical coverage for the benefit of the employees and their covered dependents through the Bergen Municipal Employee Benefits Fund, PPO Plan or a comparable plan as may be designated by the Employer. The designated Plan shall include wellcare coverage of up to \$300 per covered person per year. The Plan shall provide a 70/30 benefit with deductibles of \$200 per person and \$400 per family per year, for out of network charges. If any employee or family meets or exceeds the said deductible in any year, then the Borough will reimburse the employee \$100 per year and \$200 per family within 30 days of receipt by the Borough of proof of payment by the employee.

B. Coverage for vision, dental and prescription medication shall be provided to the employees through the "Teamsters Local 97 Insurance Program." The cost of this coverage shall be paid by the Borough.

C. The Borough shall also provide Disability Insurance coverage for the benefit of the employees, the cost of which shall be paid 50% by the Borough and 50% by each employee. Coverage for employees shall be for base salary only, exclusive of overtime and longevity. Notwithstanding any further increases in premium, the cost shall be borne, as set forth above, 50% by the Borough and 50% by the employee.

D. The employees of the Department of Public Works shall be entitled to longevity pay for compensation in accordance with the following:

<u>Time Increment</u>	<u>Total Benefit</u>
	<u>Percent of Base Salary</u>
Hire date but less than 5 years	0 percent of base salary
5 years but less than 10 years	3 percent of base salary
10 years but less than 16 years	4 percent of base salary
16 years but less than 20 years	5 percent of base salary
20 years but less than 25 years	6 percent of base salary
25 years or more	8 percent of base salary

Longevity for employees hired after January 1, 1999 will be paid in whole dollars instead of a percentage of base salary as follows:

Hire Date but less than 5 years	\$0
5 years but less than 10 years	\$500.
10 years but less than 16 years	\$750.
16 years but less than 20 years	\$1,000.
20 years but less than 25 years	\$1,500.
25 years or more	\$1,750.

ARTICLE 23

STRIKES AND WORK STOPPAGE

Recognizing that the Borough is a municipal corporation charged with the duty of protecting the health, safety and welfare of the people of the community and that the purpose of this Agreement is to provide for a mutually satisfactory understanding between the Borough, as employer, and the employees and to establish and maintain greater efficiency and productivity on

the part of the employees at a fair rate of compensation as well as satisfactory working conditions of the employees, it is hereby understood and agreed that the employees are not entitled to strike, slow down or to take any other collective action in the nature of the strike, work stoppage, job action or slow down to disable or hinder the Borough, as employer, in the discharge of its statutory and governmental duties. The Union and the employees represented hereby agree that such action or actions would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunctive relief or for damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any employee represented by the Union shall constitute sufficient ground for termination of the employment of such employee or employees. The Borough agrees that it will not, during the term of this Agreement, engage in any unlawful lockout or shutdown.

ARTICLE 24

DEDUCTION OF UNION DUES

A. The Borough agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, on or about the 15th day of the succeeding month after deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

The Union agrees to indemnify and hold the Borough harmless against any and all suits, orders, judgments or issues against the Borough as a result of any action taken or not taken under the provisions of this Article.

B. Representation Fee in Lieu of Dues

1. Upon the request of the Union, the employer shall deduct a representation fee from the wages of each employee of the unit who is not a member of the Union, all in accordance with N.J.S.A. 34:13A-5.5 and 34:13A-5.6.
2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
3. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.
4. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
5. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.
7. This article is subject to all provisions of Title 34 of N.J.S.A.

ARTICLE 25

EMERGENCIES

It is understood and agreed that when the Mayor and Council or the Administrator declares an emergency, all of the employees of the Department of Public Works, when called, shall respond for emergency work as may be required for emergency conditions or circumstances.

ARTICLE 26

AGREEMENT TERMINATION

This Agreement shall be effective as of January 1, 2002, and shall remain in full force and effect until the 31st day of December, 2004. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations between the parties shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until the termination date hereof.

ARTICLE 27

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. After this Agreement has been duly distributed to each employee of the Department of Public Works.

ARTICLE 28

DESIGNATION LEAD WORKER - TOOLS - PROBATION PERIOD - REFERENCE TO OTHER DOCUMENTS

A. Wages to be received by each employee of the Department of Public Works shall be as set forth on the Schedules attached hereto. The employees, through their Union representatives and the Borough, acknowledge that each employee's rate of pay was bargained for, both individually and collectively, and shall be binding conclusively upon all employees and all parties for the period of this Agreement.

B. It is further acknowledged that the designation of "Leader Worker," though negotiated and bargained for in this Agreement, shall not prohibit the Administrator from so designating other or different employees during the term of this Agreement. Effective January 1, 1996, persons so designated "Lead Worker" shall receive an annual salary supplement of 10% of the person's base salary. If an employee is designated "Lead Worker" for less than a full year, the salary supplement shall be prorated for the remaining term of the year.

C. In addition to the wages to be received by any person employed by the Borough as mechanic, the Borough shall pay such persons the sum of \$200.00 per year for tool replacement after completion of one (1) full year of employment.

D. All other rights and obligations set forth in the Administrative Manual (JLM.I.) shall be and are hereby made part of this Agreement and shall accrue to the benefit of and be binding upon the employees, except where inconsistent with this Agreement, in which case, this Agreement shall supersede said Manual.

ARTICLE 29

RETIREMENT

It is agreed that the retirement age for employees covered by this Agreement shall be the retirement age permitted under the New Jersey P.E.R.S. system. In addition, it is further agreed that upon an employee's retirement, the Borough will provide said employee with the same medical insurance as that enjoyed by active employees under current agreements. This benefit shall not extend to the spouse or dependents of the employees.

ARTICLE 30

MUNICIPAL SANITATION CONTINGENCY

In the event the Borough determines that it shall return to municipal sanitation collection, it is agreed that employees of the sanitation branch shall fall under the jurisdiction of the Department of Public Works and, therefore, shall become a part of the bargaining unit covered under this Agreement. In such event, except for starting salaries, which are deemed to be under the exclusive jurisdiction of the Borough, all future salaries and benefits shall become a part and parcel of the contract with this bargaining unit and shall be negotiated with representatives of said unit

ARTICLE 31

SALARIES RETROACTIVE

A. Salaries, during the terms of this contract, are set forth in the Schedules attached hereto and made a part hereof, and, if this agreement is not executed on or before January 1, 2002, shall be paid retroactive to January 1, 2002 as to all employees remaining in the employ of

the Borough upon the signing of this Agreement. Such retroactive pay shall be paid within thirty (30) days following signing hereof, and the adoption of a Salary Ordinance authorizing the salaries.

B. Beginning with the calendar year of 1999, employees shall be able to obtain a performance based salary increase up to one percent (1%) in addition to the base salary increase provided for in Schedule A. Beginning with the calendar year 1999, the Borough will institute an employee evaluation program that will be completed before December 31 of each year. The employer's evaluation will effect the employee's salary increase for the following year. Evaluations will be conducted by the leadman (25%), Foreman (25%) and Administrator (50%). The percentage of the performance based salary increase will be based on the total evaluation. If an employee scores 33% or lower, he/she will receive one-third of the increase. If an employee scores 66% or lower, he/she will receive two-thirds (2/3) of the increase. If an employee scores more than 67%, he/she will receive the entire increase.

ARTICLE 32

MISCELLANEOUS

A. If any provisions of this Agreement shall be declared invalid by any Court of competent jurisdiction, such judgment shall not affect any other provisions of this Agreement. The provisions of this Agreement shall be severable for such purpose.

B. In all references herein to any persons, the use of the male gender is intended to and shall include the female gender.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and/or corporate officers, seals affixed hereto, the month and year first above written.

ATTEST:

BOROUGH OF MAYWOOD

Mary Anne Rampolla By: _____

Mary Anne Rampolla, Borough Clerk

12/21/01

Wayne Kuss

Wayne A. Kuss, Mayor

ATTEST:

TEAMSTERS LOCAL NO. 97
OF NEW JERSEY

[Signature]

Secretary/Treasurer

By: *[Signature]*

President

SCHEDULE 'A'

MAYWOOD DEPARTMENT OF PUBLIC WORKS
ANNUAL SALAR SCHEDULE

For Employees Hired After January 1, 1999

	January 1, 2002	January 1, 2003	January 1, 2004
<u>Recyclers</u>			
Entry Level	\$24,000.00	\$24,000.00	\$24,000.00
After 1 year	\$25,500.00	\$25,500.00	\$25,500.00
After 2 years	\$27,000.00	\$27,000.00	\$27,000.00
After 3 years	\$28,500.00	\$28,500.00	\$28,500.00
<u>Road Worker/Field Maintenance Worker</u>			
Entry level	\$30,160.00	\$31,366.00	\$32,621.00
After 2 years	\$31,200.00	\$32,448.00	\$33,746.00
After 3 years	\$33,280.00	\$34,611.00	\$35,996.00
After 5 years	\$35,360.00	\$36,774.00	\$38,245.00

For Employees Hired Prior to January 1, 1999

	January 1, 2002	January 1, 2003	January 1, 2004
Road Maintenance/Field Worker	\$40,329.00	\$41,942.00	\$43,620.00
Mechanic	\$52,178.00	\$54,265.00	\$56,436.00
Heavy Equipment Operator	\$43,139.00	\$44,865.00	\$46,659.00

Additional Compensation for Employees:

1. Lead Worker - Persons so designated shall receive an annual salary supplement of 10% of the person's base salary for the time the person serves as a leader worker.
2. Workers assigned to sweeper duty shall receive a five percent (5%) increase in hourly wages for the hours worked prior to the normal starting time.
3. Workers assigned to bucket duty as tree trimmers shall receive a ten percent (10%) increase in hourly wages for the time actually spent in the bucket.

4. Employees assigned by the Employer to perform the duties of a mechanic either (1) in the absence of the regularly employed mechanic or (2) if so assigned for three (3) or more consecutive days, shall receive Mechanic's pay effective retroactively to January 1, 2001, for the time worked as so assigned.

SCHEDULE 'B'

MAYWOOD
DEPARTMENT OF PUBLIC WORKS
HOURLY SALARY SCHEDULE

For Employees hired after January 1, 1999

	January 1, 2002	January 1, 2003	January 1, 2004
Recyclers			
Entry level	11.54	11.54	11.54
After 1 year	12.16	12.16	12.16
After 2 years	12.98	12.98	12.98
After 3 years	13.70	13.70	13.70
Road Worker/Field Maintenance Worker			
Entry level	14.50	15.08	15.68
After 2 years	15.00	15.60	16.22
After 3 years	16.00	16.64	17.31
After 5 years	17.00	17.68	18.39

For Employees hired prior to January 1, 1999

	January 1, 2002	January 1, 2003	January 1, 2004
Road Worker/Field Maintenance Worker	19.39	20.16	20.97
Mechanic	25.09	26.09	27.13
Heavy Equipment Operator	20.74	21.57	22.43