

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**BOROUGH OF RIVER EDGE**  
**AND**  
**LOCAL 108, PUBLIC EMPLOYEE DIVISION, RWDSU**  
**BLUE COLLAR UNIT**

---

**JANUARY 1, 2007 through DECEMBER 31, 2010**

---

*Prepared by:*

**Scarinci and Hollenbeck, LLC**  
**1100 Valley Brook Avenue**  
**Post Office Box 790**  
**Lyndhurst, New Jersey 07071**  
**Telephone: 201-896-4100**

**TABLE OF CONTENTS**

**PREAMBLE..... 1**

**ARTICLE 1 - RECOGNITION..... 2**

**ARTICLE 2 – PROBATIONARY PERIOD..... 3**

**ARTICLE 3 – UNION SECURITY ..... 4**

**ARTICLE 4 - GRIEVANCE PROCEDURE ..... 7**

**ARTICLE 5 - ARBITRATION ..... 9**

**ARTICLE 6 - HOURS OF WORK ..... 11**

**ARTICLE 7 - OVERTIME..... 12**

**ARTICLE 8 - CALL BACK TIME..... 14**

**ARTICLE 9 - HOLIDAYS..... 15**

**ARTICLE 10 - VACATION LEAVE ..... 17**

**ARTICLE 11 - SICK LEAVE ..... 19**

**ARTICLE 12 -BEREAVEMENT LEAVE..... 20**

**ARTICLE 13 - UNPAID LEAVE OF ABSENCE ..... 21**

**ARTICLE 14 - LEAVE FOR JURY DUTY..... 22**

**ARTICLE 15 - HEALTH AND WELFARE BENEFITS ..... 23**

**ARTICLE 16 - JOB RELATED INJURIES ..... 25**

**ARTICLE 17 - SENIORITY..... 26**

**ARTICLE 18 - LAYOFFS ..... 27**

**ARTICLE 19 - SAFETY & UNIFORMS ..... 28**

**ARTICLE 20 - NON-DISCRIMINATION ..... 29**

**ARTICLE 21 - RATES OF PAY ..... 30**

<b>ARTICLE 22 - LONGEVITY .....</b>	<b>31</b>
<b>ARTICLE 23 - MEAL ALLOWANCE .....</b>	<b>33</b>
<b>ARTICLE 24 - EMERGENCY WORKING CONDITIONS .....</b>	<b>34</b>
<b>ARTICLE 25 - MANAGEMENT RIGHTS .....</b>	<b>36</b>
<b>ARTICLE 26 - RULES AND REGULATIONS .....</b>	<b>38</b>
<b>ARTICLE 27 - NO STRIKE-NO LOCKOUT .....</b>	<b>39</b>
<b>ARTICLE 28 - SEPARABILITY .....</b>	<b>40</b>
<b>ARTICLE 29 - TERM OF AGREEMENT .....</b>	<b>41</b>
<b>ARTICLE 30 - ENTIRE AGREEMENT .....</b>	<b>42</b>
<b>ARTICLE 31 - DURATION OF AGREEMENT .....</b>	<b>43</b>
<b>APPENDIX A .....</b>	<b>i</b>

## **PREAMBLE**

THIS AGREEMENT, entered into this second day of July 2007, by and between the Borough of River Edge, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, with its principal place of business located at 705 Kinderkamack Road, River Edge, New Jersey, 07661, hereinafter called "the Employer" and Local 108, Public Employee Division, RWDSU with its principal place of business located at 1576 Springfield Avenue, Maplewood, New Jersey 07040, hereinafter called the "Union."

WHEREAS, the parties have negotiated terms and conditions of employment and wish to enter into a complete Agreement concerning the same.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth hereinafter, the parties agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

1. The Employer recognized the Union as the exclusive bargaining agent for all blue collar employees including but not limited to the following job titles: Trainee, Laborer, Tree Trimmer, Equipment Operator, General Repairman, Mechanic, Part-Time Bus/Van Driver and Part-Time Recycling Employee, but excluding supervisors, white collar employees, professional employees, craft employees, managerial executives, confidential employees and police within the meaning of the New Jersey Employer Employee Relations Act, hereinafter called the "Act".

## ARTICLE 2

### PROBATIONARY PERIOD

1. All employees hired after the date of this Agreement shall be probationary employees for a period of one (1) year commencing on the date of hire. The probationary period may be extended by the employer for just cause, but such period shall not exceed six (6) additional months.

The employer shall notify the union (steward) in advance and in writing of any extensions of probationary periods.

2. The Borough reserves the right to terminate a probationary employee for any reason. Probationary employees may be terminated or otherwise disciplined during the probationary period without recourse to any grievance or arbitration procedure, nor shall such employees have the right to grieve or arbitrate a decision of the Employer concerning which employees have successfully completed the probationary period. If so terminated, such employees shall be told the reasons for the termination and shall have the right to a hearing before the Borough Administrator.

3. After successful completion of the probationary period such employees shall be deemed permanent employees.

## **ARTICLE 3**

### **UNION SECURITY**

1. The Employer will admit representatives of the Union to the garage located at the River Side Way, River Edge, New Jersey during the hours which employees are working for the purpose of presenting grievances or administering this Agreement. However, the representatives of the Union shall first announce their presence to the Employer's Superintendent and request permission to conduct their business. The Request shall not be unreasonably denied.

2. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Union for the purpose of presenting grievances to the Employer pursuant to Article 4. The steward may present grievances to the Superintendent at mutually convenient times. The Union shall notify the Employer of the names of the steward and alternate steward. Absence is defined as the absence of the steward from work on a specific day.

3. The Employer will provide one (1) bulletin board at the garage for the exclusive use of the Union for the purpose of posting notices relevant to the business of the Union. Notices shall not contain partisan political material or material defamatory or degrading to the Employer or any of the Employer's employees. It shall be the duty of the Union steward to supervise the contents of the notices.

4. The Employer will make payroll deduction of uniform Union membership dues from the earnings of employees provided employees file with the Employer's Clerk, written authorization for such payroll deductions and further provided that the Union certifies to the Employer the amount of the membership dues. The payroll deductions

made pursuant to this Article shall be forwarded to the Union at its principal place of business no later than seven (7) days after deduction is made.

5. Thirty (30) days after the effective date hereof, the Employer will commence to withhold, from the pay checks of these employees who are covered by this Agreement and who have not executed authorizations permitted the Employer to withhold the full amount of Union Dues, a representation fee equal to 85% of the total of uniform Union membership dues charged the Union to its members. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to Laws of 1979, c. 477 and Employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance with the aforesaid law. The purpose of the representation fee is to offset on a prorated basis, the cost of services rendered by the Union to all employees as majority representative of the bargaining unit. At least thirty days prior to the beginning of each year, the Union will give the Employer written notice of the uniform membership dues charged to its members for that year. The Employer will withhold the representation fee in equal installments from each paycheck. Employees who commence work after the date of this Agreement shall have thirty (30) days after the commencement of their employment to authorize the Employer to withhold the total uniform membership dues. In the event such employees do not authorize the Employer to make such withholdings then the 85% representation fee shall be withheld.

6. The Employer disclaims any responsibility for the payroll deductions after same have been forwarded to the Union and the Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other action of



whatsoever kind which may arise out of or by reason of the payroll deduction made by the Employer acting in reliance upon a written authorization.

7. Written authorizations shall remain in effect unless written notice of the revocation is filed with the Employer's Clerk. The notice of revocation shall be effective on July 1 or January 1 next succeeding the filing.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

1. A Grievance is hereby defined as any difference or dispute between the Employer and the Union or the Employer and any employee covered by this Agreement with respect to either the interpretation or application of the provisions of this Agreement or a dispute concerning the interpretation or application of those Employer policies and regulations which intimately and directly affect the work and welfare of the employees; but the definition of a grievance shall not include a dispute concerning the application or interpretation of the Employer's policies and regulations which concern inherent managerial prerogatives.

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

Step 1. The Union or an aggrieved employee shall present the grievance to the Superintendent of the Department of Public Works within ten (10) days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) working days of the occurrence of the incident shall be deemed waived. However, a grievance concerning the accuracy of a pay check may be presented within one (1) year. The Superintendent shall reply to the grievance within five (5) days of the presentation. If the reply is unsatisfactory or if the grievance is not replied to within five (5) days the grievance shall be deemed to be unsettled and the Association or the aggrieved employee may immediately proceed to Step 2. Time for presentation and reply to the grievance may be extended by express mutual consent.

Step 2. If the grievance is not settled at Step 1, then the Union or the aggrieved employee may then present the grievance to the Borough Administrator by filing a

written copy of the grievance and the reply within ten (10) days of the completion of Step 1. The grievance shall be heard by the Borough Administrator within fourteen (14) days of the filing on the date and at a time convenient for all parties. A written reply shall be made by the Borough Administrator within ten (10) days of the hearing. If a grievance which does not involve a suspension of more than five (5) days, a discharge or a demotion is not settled at Step 2, then the Union shall have the right to proceed to trial and binding arbitration as provided by Article 5.

Step 3. If a grievance which involves a suspension of more than five (5) days, a discharge or a demotion is not settled at Step 2, then the Union or the aggrieved employee may then present the grievance to the Mayor and Council by filing a written copy of the grievance and the reply within ten (10) days of the completion of Step 2. The grievance shall be heard by the Mayor and Council at a closed session within thirty (30) days of its filing at Step 3. A written response shall be made by the Mayor and Council within ten (10) days after the hearing. If the grievance is not settled at Step 3, then the Union shall have the right to proceed to final and binding arbitration as provided by Article 5.

3. Time for presentation of any reply to grievances may be extended by express mutual consent.

4. If the Employer suspends or discharges an employee, for the reasons set forth in Article 25, then it shall give the Union written notice of such action within two (2) days of taking such action. If the employee or the Union grieve such action, then the Borough Administrator shall hold a hearing within fourteen (14) days of receipt by the Borough of the grievance.

## **ARTICLE 5**

### **ARBITRATION**

1. If a grievance as defined in Article 4 is not settled, as provided for therein, then the Employer or the Union may refer the matter to the New Jersey Public Employment Relations Commission for selection of an arbitrator according to its rules. The employee, individually, shall have no right to proceed to arbitration. Such referral must be made within thirty (30) days of receipt of the written decision, pursuant to Article 4, Step 2 or 3. Failure to refer the grievance to arbitration within the aforesaid thirty (30) days shall be conclusively deemed a waiver of the right to arbitration.

2. The power of the arbitrator appointed shall be limited to interpretation or application of the provisions of this Agreement and the arbitrator shall have no power to modify, add to or subtract from the rights and obligations of the parties.

3. The following decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

4. The decision of the Arbitrator shall be binding upon the Employer and the Union and employee.

5. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

6. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

7. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the

application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

8. Only grievances alleging violations of this collective bargaining agreement may proceed to arbitration.

## **ARTICLE 6**

### **HOURS OF WORK**

1. The work week shall begin at 12:00 A.M. on Monday and end at midnight on the next succeeding Sunday. Full-time employees shall be scheduled to work forty (40) hours during the work week.

2. Full-time employees shall work five (5) days during the work week. The work day shall consist of eight (8) hours of work. During the work day employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten (10) minute rest period with pay after the meal period. The meal period shall be one-half (1/2) hour and employees shall not be paid for the duration thereof. Rest periods and the meal period shall be scheduled by the Employer.

3. The usual starting time of the work day shall be 7:30 A.M.. The Employer reserves the right to change the starting time. In the event the Employer changes the starting time, then the Union shall receive thirty (30) days prior notice of the change except in case of emergency.

4. The Employer reserves the right to hire part-time employees to work less than forty (40) hours per week.

## **ARTICLE 7**

### **OVERTIME**

1. Overtime is defined as time worked at the direction of the Employer in excess of the scheduled forty (40) hours of work.

2. Employees are obligated to work overtime when so directed by the Employer. The Employer, whenever practical, will give reasonable notice of the need for overtime work. The Employer, may excuse employees from working overtime for a reasonable and compelling reason.

3. For overtime worked in excess of the scheduled forty (40) hours in a work week, employees shall be paid one and one-half (1 1/2 ) times their regular rate of pay as defined in Article 21.

4. For purposes of determining whether employees have worked overtime, vacation days, holidays and sick days, which are recognized by the Employer and for which the employees are paid, shall be deemed hours worked.

5. Overtime payments shall be made in the pay periods next following the periods in which the payment was earned.

6. For regularly scheduled overtime on a Sunday, employees shall be paid at double their regular rate of pay.

7. All work performed in excess of sixteen (16) consecutive hours within a twenty-four (24) hour period measured from 7:30 A.M. shall be paid at the rate of double the regular rate of pay. No employee shall be required to work behind the wheel without a relief break.

8. Overtime work will be offered to employees on a rotating basis commencing with the senior employee. However, the Employer shall not be obligated to offer overtime work to employees who do not possess the qualifications to perform the work.

9. The Employer agrees to provide the Union with a list of overtime distribution on a regular basis.



## **ARTICLE 8**

### **CALL BACK TIME**

1. Employees who are called back to work by the Employer after having completed the scheduled work day or who are called in for unscheduled work on a Saturday, Sunday or Holiday shall be compensated at one and one-half (1 1/2 ) times the regular rate of pay for hours worked while called back. Employees who are called back shall be credited with a minimum of three (3) hours of work. The compensation provided in this Article shall be in place of and not in addition to compensation for overtime worked. Employees are obligated to return to work when so directed by the Employer. The Employer retains the right to keep the employee for the full call-out period.

## ARTICLE 9

### HOLIDAYS

1. The twelve (12) holidays forth below will be recognized by the Employer. New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day. Full-time employees shall receive the regular rate of pay, (eight (8) hours at straight time) without working on the recognized holidays.

2. Recognized holidays which fall on a Saturday or Sunday will be observed as provided by State and Federal Law or in the absence of any law they will be observed on the immediately preceding Friday or the next Monday as determined by the Employer. Notice of such determination shall be given to the Union during the month of January.

3. Employees are obligated to work holidays when so directed by the Employer. In such event they shall be paid in addition to the pay provide for in paragraph 1 of this Article one and one-half (1 ½) times the regular rate of pay for the hours actually worked on the holiday.

4. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employee shall be given another day of vacation or shall be paid for eight hours at the regular rate of pay.

5. The Employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday. This provision does not apply to absences authorized by the Employer.

6. The compensation for work performed on a holiday shall not be in place of and not in addition to the compensation for overtime worked.

7. Each employee shall be entitled to one floating holiday to be scheduled by the DPW Superintendent.

8. Each employee shall be entitled to an additional floating holiday which the Union shall have the right to exchange for a prescription plan.

9. Employees may carry over either or both of the floating holidays earned in paragraphs 7 and/or 8 for one (1) year to a maximum of four (4) total floating days taken in any one (1) year.

## ARTICLE 10

### VACATION LEAVE

1. Employees shall receive paid vacation leave at their regular rate of pay as provided in this Article.

2. During the period beginning on the date of hire as a full-time employee and ending on the first succeeding December 31, employees may earn up to ten (10) working days vacation leave at the rate of one (1) day for each full month of employment provided that the employees have satisfactorily completed the probationary period, or if terminated during such period, they shall not be entitled to any vacation leave. If an employee begins work on or before the 15<sup>th</sup> day of the month, he shall earn vacation leave credit for the month.

3. During the second through fifth years of full-time employment, inclusive, employees shall receive eleven (11) working days vacation leave.

4. During the sixth through ninth years of full-time employment, employees shall receive thirteen (13) working days vacation.

5. During the tenth through the fifteenth years of full-time employment, employees shall receive sixteen (16) working days vacation leave.

6. During the sixteenth through nineteenth years of full-time employment, employees shall receive nineteen (19) working days vacation leave.

7. During the twentieth and succeeding years of full-time employment, employees shall receive twenty-one (21) working days vacation leave.

8. The Employer shall fix a vacation schedule and the date on which an employee is to be granted vacation. No later than March 1<sup>st</sup> of each calendar year, each

employee shall submit his requested vacation period in writing. The employer will review the employee's requested vacation and shall post a schedule before the end of March. Subject to the needs of the Employer, said schedule will be arranged in accordance with the convenience of the employee and then in accordance with seniority.

Vacation time not scheduled in accordance with the foregoing shall be scheduled by the Employer in accordance with its needs.

Splitting of vacation time into separate weeks will be allowed subject to the needs of the department.

9. Should a holiday recognized by Article 9 be observed on a working day within employee's vacation period, the employee shall be entitled to an additional day's vacation.

10. Employees leaving the employ of the Employer after having two (2) weeks notice and before the completion of an entire year shall be paid for the vacation due them on a prorated basis.

11. Employees will be notified of the number of their vacation days by April 15<sup>th</sup>.

12. Employees who are on sick leave for more than thirty (30) consecutive days shall not earn any vacation time until they return to full-time duty.

13. By mutual written agreement, one-half (1/2) of the annual vacation leave, not to exceed twenty (20) days per employee may be accumulated from year to year. Such leave may be carried over to the succeeding year. In the event of termination or resignation, all carried over vacation leave shall be paid in full rate.

## **ARTICLE II**

### **SICK LEAVE**

1. Employees covered by this Agreement who are temporarily unable to work by reasons of sickness or injury other than injury sustained during employment by the Employer shall be granted sick leave with pay at their regular rate of pay pursuant to the provisions of this Article.

2. The Employer in its discretion may require the employee to submit a doctor's certificate or other acceptable medical evidence substantiating the illness. The Employer reserves the right not to pay the employee if such evidence is insufficient.

3. Employees shall be granted up to twelve (12) days sick leave during the calendar year.

4. Unused sick leave shall accumulate for possible future use in case of prolonged illness to a maximum of ninety (90) working days.

## ARTICLE 12

### BEREAVEMENT LEAVE

1. All permanent employees shall be granted bereavement leave up to three (3) days, with pay, upon the death of a member of the immediate family.
2. "Immediate family" shall mean spouse, child, parent, parent-in-law, brother, sister, brother or sister-in-law, or relative residing in the employee's home.
3. A one-day bereavement leave, with pay, is granted to an employee to attend the funeral of a legal or blood relative.
4. One additional day may be granted if the funeral services take place more than 100 miles from River Edge.
5. An employee should notify the Department Head and the Administrator of a death in the family and of the need for leave as soon as practical.
6. Employees may be required to produce proof of death and relationship to obtain the benefits under this Article.

## ARTICLE 13

### UNPAID LEAVE OF ABSENCE

1. Permanent full-time employees may request a personal leave of absence without pay for good cause for a period not to exceed twenty (20) working days. Leave may be granted with the approval of the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council and subject to the needs of the Borough.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council.

3. The Employer reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

4. All decisions of the Employer regarding leave of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for his job title. However, there shall be no retroactive pay resulting from this Article.

6. During all personal leave of absence seniority shall be retained.



## **ARTICLE 14**

### **LEAVE FOR JURY DUTY**

1. Employees summoned for petit jury duty will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty except mileage allowances shall be retained by the employees. Employees shall notify the Employer within one working day of the receipt of the summons for jury duty. The parties will cooperate to attempt to have the employee excused from jury service of more than 2 weeks. Employees must produce the summons for jury service in order to receive benefits under this Article. If employees are dismissed from jury duty and can reasonably return to the Employer's garage prior to 1:30 P.M., they shall return to work.

## **ARTICLE 15**

### **HEALTH AND WELFARE BENEFITS**

1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof, including ordinances and policies not inconsistent with this Agreement and which uniformly affect all employees covered by this Agreement, will be continued for the term of this Agreement.

2. The Borough retains the right to change insurance carriers so long as substantially similar benefits are provided. Any employee hired after June 2007, will be required to pay the following percentage contribution for dependent health care coverage as follows: Four (4%) percent for 2007; six (6%) percent for 2008; eight (8%) percent for 2009; and eight (8%) percent for 2010. The percentage contribution shall apply to the applicable dependent care coverage cost (Family; Parent/Child; Husband/Wife; and shall be automatically deducted from each paycheck).

3. The Employer shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program. As the same exists on the date of this Agreement, benefits provided are Blue Cross, Blue Shield 14/20 Series, Prudential Major Medical Insurance and Rider "J". Enrollment shall include the employee's dependents as defined by the Plan. The full cost of the Plan will be paid by the Employer. If, for any reason, the aforementioned Plan or a part thereof is withdrawn by the carrier, the Employer will make its best effort to obtain comparable coverage, for the employees.

4. The Employer will provide disability benefits equivalent to and in the same manner and on the same conditions and limitations as benefits are provided by

N.J.S.A. 43:21-27 et. seq. Accrued sick leave benefits, if any, shall be paid before disability benefits. If more than 7 consecutive sick days benefits have been paid pursuant to Article 11, then when sick leave is exhausted, disability benefits shall be paid beginning on the first day after the sick leave is exhausted. If less than 7 days of sick leave benefits have been paid, then disability benefits shall be paid beginning on the eighth consecutive day of disability. Employer will not become a covered Employer within the meaning of the statute but will provide the benefits by "self insurance" and the Employer will not make any deduction from employee's wages for payment of premiums. However, if effective January 1, 1985 or thereafter, the Employer chooses to become a covered Employer within the meaning of the temporary disability benefits law N.J.S.A. 43:21-27, then the Employer may deduct from the employee's wages the maximum amount allowed by law.

## **ARTICLE 16**

### **JOB RELATED INJURIES**

1. The Employer represents that all employees covered by this Agreement are covered by a Workman's Compensation Insurance Policy and that the Employer will continue to provide such coverage as required by statute. The provisions of Borough Ordinance 76-158 are incorporated into this Agreement by reference.

2. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to their Department Head or Supervisor.

## **ARTICLE 17**

### **SENIORITY**

1. The seniority of an employee is hereby defined as the period of continuous service as a full-time employee dating from the most recent date of hire. The Employer will forward to the Union within ten (10) days of the date of the Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

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

3. Seniority shall be lost by an employee for the following reasons: voluntary quitting, discharge for cause or failure to be called back to work for a period of twelve (12) months after a layoff.

## **ARTICLE 18**

### **LAYOFFS**

1. If the Employer decides to layoff employees due to a lack of work, to promote efficiency or due to budgetary considerations, then the Employer will give employees at least two (2) weeks notice of such layoff.

2. If employees have been laid off, then the Employer will maintain the names of such employees on a recall list for a period of one (1) year subsequent to layoff. Such employees shall have the right to be rehired before persons not on the recall list. In the event that an employee on the recall list does not return to work, within seven (7) days after notice of recall is mailed to his last known address, then the right to rehire shall be waived.

## ARTICLE 19

### SAFETY AND UNIFORMS

1. The Employer and the Union agree that they will comply with all provisions of applicable State safety laws.

2. The Employer shall provide clothing and accessories for the protection of the employees as it deems necessary. Such clothing and accessories as are necessary shall include the following: pants and shirts for winter and summer uniforms, jackets, raincoats or two-piece rain gear, rain hats or hoods, boots, gloves, rubber or cloth and hard hats when required. The Employer will provide one (1) pair of safety shoes for each man every year.

3. Employees shall be responsible for the loss of all clothing and accessories which are issued to them. Clothing and accessories will be replaced by the employer when worn or damaged beyond repair.

4. Employees are required to wear all protective clothing and accessories and comply with all safety provisions. Failure to do so is a serious breach of discipline.

5. The Employer will pay for the regular cleaning of uniforms.

6. All uniforms and equipment issued by the Employer remain the property of the Employer and shall be returned upon the employee leaving the service of the Employer.

## **ARTICLE 20**

### **NON-DISCRIMINATION**

1. Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin, membership or non-membership in the Union or political affiliation.



## **ARTICLE 21**

### **RATES OF PAY**

1. The parties have agreed upon minimum and maximum annual rates of pay for all job titles within the bargaining unit as set forth on Appendix "A" annexed to this Agreement and made a part hereof. No employee shall receive less than the minimum or more than the maximum annual rate of pay for the applicable job title.

2. The parties have agreed upon an annual rate of pay to be received by each employee in the bargaining unit as set forth on Appendix "A" annexed hereto, and made a part of this Agreement. The annual rate of pay received by each employee plus longevity pay received by the employee, if any, shall be divided by 2,080 to determine the base hourly rate of pay.

3. Employees shall be paid by check. Annual pay will be distributed in twenty-four (24) pays. Checks will be distributed on the 15<sup>th</sup> of the month and on the work day closest to the end of the month.

4. All equipment operators (I and II) and mechanics (I and II) are required to possess a "CDL-A" License. The Employer will pay for the training (as determined by the State and the Employer) in order to get the license and provide the time as well.

**ARTICLE 22**

**LONGEVITY PAY**

1. In addition to their annual rate as set forth in Appendix "A", employees shall also, during the years of employment specified below, receive a percentage of their base annual rate of pay as specified, for those employees hired prior to 7/1/93.

<u>During Years of Employment</u>	<u>Percentage</u>
0-4	0
5-8	2
9-12	4
13-16	6
17-20	8
21 and over	10

2. In addition to their annual rate as set forth in Appendix "A", employees shall also, during the years of employment specified below, receive a flat dollar amount as specified, for those employees hired on or after 7/1/93.

<u>During Years of Employment</u>	<u>Dollars</u>
0-4	\$ 0
5-8	\$ 480.00
9-12	\$ 960.00
13-16	\$1,440.00
17-20	\$1,920.00
21 and over	\$2,400.00

3. The right to longevity pay shall accrue on the anniversary date of employment.

## **ARTICLE 23**

### **MEAL ALLOWANCE**

1. Employees who are required by the Employer to work every four (4) hours of overtime due to snow emergencies or ice conditions shall be paid a meal allowance of \$8.50.

## ARTICLE 24

### EMERGENCY WORKING CONDITIONS

1. If the Employer declares that an emergency exist due to weather conditions such as snow fall or ice accumulation, then the employer may immediately adjust starting and ending hours of work schedules for the duration of the emergency. Work performed in excess of 8 hours during any day of an emergency shall be compensated at the rate of 1 ½ times the base hourly rate of pay.

2. If a snow emergency is declared, then the employees have an obligation to make themselves available to the Employer for emergency snow removal duties.

3. If employees are called into work during a snow emergency, then all overtime worked during such snow emergency shall be compensated at one dollar and twenty-five cents (\$1.25) per man, per hour in addition to overtime pay paid pursuant to this agreement.

4. In the event of a call in for snow emergency work, if an employee cannot be reached and does not report to work, this incident shall be noted in the employee's file and a copy of such notice shall be served on the employee. In the event an employee is called on a second incident and cannot be reached and does not report to work, the employee shall receive a warning notice which shall be included in his file. If an employee cannot be reached and does not report to work a third time, the Borough may forward a written reprimand to the employee and include a copy of the reprimand in the employee's file. If an employee cannot be reached and does not report to work a fourth time, the employee may be subject to disciplinary action unless the employee can

demonstrate good cause for his failure to respond. This policy shall apply for the contract period of this Agreement.

## **ARTICLE 25**

### **MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing of the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for a particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

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

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

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any interferes with, undermines or restricts the exercise of any managerial right by the Borough or any of its authorized managerial executives or supervisory personnel.



## **ARTICLE 26**

### **RULES AND REGULATIONS**

1. Proposed new work rules or modifications of existing rules governing working conditions which do not involve matters of managerial prerogative shall be posted for five (5) days and negotiated with the Union before the new rules and modifications are implemented.

## ARTICLE 27

### NO STRIKE – NO LOCKOUT

1. During the term of this Agreement, neither the Union nor any of its members shall engage in any job action, strike, work stoppage or slowdown, or any illegal interference with the operation of the Employer.

2. The Union agrees that it shall use its best efforts to prevent acts forbidden herein, on the part of any employee or group of employees and, in the event that any such acts take place by an employee, or picketing during each employee's tour of duty, the Union agrees it will use its best efforts to cause an immediate cessation thereof..

3. The Employer will not engage in any lockout of employees covered by this Agreement during the term of this Agreement.

**ARTICLE 28**

**SEPARABILITY**

1. If any provision of this Agreement is adjudicated illegal or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 29**

### **TERM OF AGREEMENT**

1. The term of this Agreement shall commence on January 1, 2007 and continue through December 31, 2010.

2. In the absence of written notice by either party to the other of its intention to negotiate a new Agreement, this Agreement shall automatically be renewed for the next succeeding year and from year to year thereafter, until such time as notice of intention to negotiate a new Agreement is given.

## **ARTICLE 30**

### **ENTIRE AGREEMENT**

1. 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. This Agreement shall supersede any rules, regulations or practices of the Employer, which shall be contrary to or inconsistent with its terms. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE 31


DURATION OF AGREEMENT

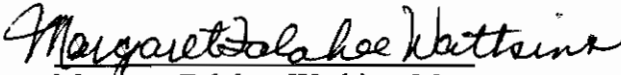
The parties acknowledge that they have agreed upon all issues, which might be negotiated for the period of January 1, 2007 through December 31, 2010.

IN WITNESS WHEREOF, the parties have set their hands and deal or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST


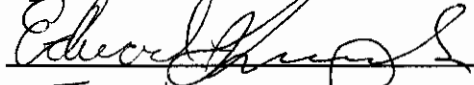

BOROUGH OF RIVER EDGE

  
Denise Dondiego, Borough Clerk

  
Margaret Falahee Watkins, Mayor

LOCAL 108, PUBLIC  
EMPLOYEE DIVISION, RWDSU  
(BLUE COLLAR UNIT)

  
Denise Dondiego, Borough Clerk

**APPENDIX A**

<b>TITLE</b>	<b>S T E P</b>	<b>1/1/07 (3.8%)</b>	<b>1/1/08 (3.65%)</b>	<b>1/1/09 (3.65%)</b>	<b>1/1/10 (3.60%)</b>
<b>Mechanic I</b>	<b>1</b>	<b>\$63,151.00</b>	<b>\$65,456.00</b>	<b>\$67,845.00</b>	<b>\$70,287.00</b>
	<b>2</b>	<b>\$63,746.00</b>	<b>\$66,072.00</b>	<b>\$68,484.00</b>	<b>\$70,949.00</b>
	<b>3</b>	<b>\$64,343.00</b>	<b>\$66,691.00</b>	<b>\$69,125.00</b>	<b>\$71,614.00</b>
	<b>4</b>	<b>\$64,949.00</b>	<b>\$67,319.00</b>	<b>\$69,776.00</b>	<b>\$72,288.00</b>
	<b>5</b>	<b>\$65,814.00</b>	<b>\$68,217.00</b>	<b>\$70,707.00</b>	<b>\$73,252.00</b>
<b>General Repairer</b>	<b>1</b>	<b>\$61,194.00</b>	<b>\$63,428.00</b>	<b>\$65,743.00</b>	<b>\$68,110.00</b>
	<b>2</b>	<b>\$61,771.00</b>	<b>\$64,026.00</b>	<b>\$66,363.00</b>	<b>\$68,752.00</b>
	<b>3</b>	<b>\$62,353.00</b>	<b>\$64,629.00</b>	<b>\$66,987.00</b>	<b>\$69,399.00</b>
	<b>4</b>	<b>\$62,939.00</b>	<b>\$65,236.00</b>	<b>\$67,618.00</b>	<b>\$70,052.00</b>
	<b>5</b>	<b>\$63,767.00</b>	<b>\$66,095.00</b>	<b>\$68,507.00</b>	<b>\$70,974.00</b>
<b>Equipment Operator I</b>	<b>1</b>	<b>\$57,297.00</b>	<b>\$59,388.00</b>	<b>\$61,556.00</b>	<b>\$63,772.00</b>
	<b>2</b>	<b>\$57,833.00</b>	<b>\$59,944.00</b>	<b>\$62,132.00</b>	<b>\$64,369.00</b>
	<b>3</b>	<b>\$58,374.00</b>	<b>\$60,505.00</b>	<b>\$62,713.00</b>	<b>\$64,971.00</b>
	<b>4</b>	<b>\$58,920.00</b>	<b>\$61,071.00</b>	<b>\$63,300.00</b>	<b>\$65,578.00</b>
	<b>5</b>	<b>\$59,703.00</b>	<b>\$61,882.00</b>	<b>\$64,140.00</b>	<b>\$66,450.00</b>
<b>Tree Trimmer I</b>	<b>1</b>	<b>\$56,743.00</b>	<b>\$58,814.00</b>	<b>\$60,961.00</b>	<b>\$63,156.00</b>
	<b>2</b>	<b>\$57,279.00</b>	<b>\$59,370.00</b>	<b>\$61,537.00</b>	<b>\$63,752.00</b>
	<b>3</b>	<b>\$57,812.00</b>	<b>\$59,923.00</b>	<b>\$62,110.00</b>	<b>\$64,346.00</b>
	<b>4</b>	<b>\$58,352.00</b>	<b>\$60,482.00</b>	<b>\$62,690.00</b>	<b>\$64,946.00</b>
	<b>5</b>	<b>\$59,128.00</b>	<b>\$61,286.00</b>	<b>\$63,523.00</b>	<b>\$65,810.00</b>
<b>Mechanic II</b>	<b>1</b>	<b>\$53,242.00</b>	<b>\$55,185.00</b>	<b>\$57,200.00</b>	<b>\$59,259.00</b>
	<b>2</b>	<b>\$53,736.00</b>	<b>\$55,698.00</b>	<b>\$57,731.00</b>	<b>\$59,809.00</b>
	<b>3</b>	<b>\$54,236.00</b>	<b>\$56,215.00</b>	<b>\$58,267.00</b>	<b>\$60,365.00</b>
	<b>4</b>	<b>\$54,741.00</b>	<b>\$56,739.00</b>	<b>\$58,810.00</b>	<b>\$60,927.00</b>
	<b>5</b>	<b>\$55,251.00</b>	<b>\$57,267.00</b>	<b>\$59,358.00</b>	<b>\$61,494.00</b>
<b>General Repairer II</b>	<b>1</b>	<b>\$51,455.00</b>	<b>\$53,333.00</b>	<b>\$55,279.00</b>	<b>\$57,270.00</b>
	<b>2</b>	<b>\$51,974.00</b>	<b>\$53,871.00</b>	<b>\$55,837.00</b>	<b>\$57,847.00</b>
	<b>3</b>	<b>\$52,499.00</b>	<b>\$54,415.00</b>	<b>\$56,401.00</b>	<b>\$58,432.00</b>
	<b>4</b>	<b>\$53,029.00</b>	<b>\$54,965.00</b>	<b>\$56,971.00</b>	<b>\$59,022.00</b>
	<b>5</b>	<b>\$53,565.00</b>	<b>\$55,520.00</b>	<b>\$57,547.00</b>	<b>\$59,618.00</b>
<b>Equipment Operator II</b>	<b>1</b>	<b>\$50,265.00</b>	<b>\$52,100.00</b>	<b>\$54,001.00</b>	<b>\$55,946.00</b>
	<b>2</b>	<b>\$50,528.00</b>	<b>\$52,372.00</b>	<b>\$54,284.00</b>	<b>\$56,238.00</b>
	<b>3</b>	<b>\$51,465.00</b>	<b>\$53,344.00</b>	<b>\$55,291.00</b>	<b>\$57,281.00</b>
	<b>4</b>	<b>\$53,056.00</b>	<b>\$54,993.00</b>	<b>\$57,000.00</b>	<b>\$59,052.00</b>

	5	\$53,754.00	\$55,716.00	\$57,750.00	\$59,829.00
<b>Tree Trimmer II</b>	1	\$46,202.00	\$47,889.00	\$49,637.00	\$51,424.00
	2	\$46,697.00	\$48,401.00	\$50,168.00	\$51,974.00
	3	\$47,191.00	\$48,913.00	\$50,698.00	\$52,524.00
	4	\$47,688.00	\$49,428.00	\$51,233.00	\$53,077.00
	5	\$48,309.00	\$50,072.00	\$51,899.00	\$53,768.00
<b>Laborer I</b>	1	\$42,788.00	\$44,350.00	\$45,969.00	\$47,624.00
	2	\$43,176.00	\$44,752.00	\$46,385.00	\$48,055.00
	3	\$43,571.00	\$45,161.00	\$46,810.00	\$48,495.00
	4	\$43,968.00	\$45,572.00	\$47,236.00	\$48,936.00
	5	\$44,537.00	\$46,163.00	\$47,848.08	\$49,571.00
	6	\$45,935.00	\$47,611.00	\$49,349.00	\$51,126.00
<b>Laborer II</b>	1	\$36,193.00	\$37,514.00	\$38,883.00	\$40,283.00
	2	\$38,737.00	\$40,151.00	\$41,617.00	\$43,115.00
	3	\$39,088.00	\$40,515.00	\$41,993.00	\$43,505.00
	4	\$39,443.00	\$40,883.00	\$42,375.00	\$43,900.00
	5	\$39,947.00	\$41,406.00	\$42,917.00	\$44,462.00
<b>Recycling (P.T.) (Hourly)</b>		\$16.15	\$16.74	\$17.35	\$17.98
<b>Bus/Van Driver (P/T)(Hourly)</b>		\$14.69	\$15.22	\$15.78	\$16.35

Employees hired or promoted to a different job classification after January 1, 1987, shall receive increments based upon a satisfactory work performance as solely determined by the Employer. II-Designation indicates a trainee or assistant's position.