

**AGREEMENT**

**BETWEEN**

**BOROUGH OF EMERSON  
EMERSON, NEW JERSEY**

**AND**

**LOCAL 125 TEAMSTERS  
WAYNE, NEW JERSEY**

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**JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

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**PREAMBLE**

THIS AGREEMENT entered into a four (4) year contract on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and expires December 31, 2023 at 11:59 p.m. by and between

**THE BOROUGH OF EMERSON,**

whose principle office is at Municipal Place, in the town of Emerson in the County of Bergen, of the State of New Jersey, hereinafter called the “**Borough**”,

**and LOCAL 125 TEAMSTERS,**

affiliated with the International Brotherhood of Teamsters, Local 125 located at 585 Hamburg Turnpike, in the Township of Wayne, in the County of Passaic, of the State of New Jersey, hereinafter called the “**Union**”.

**ARTICLE I**  
**RECOGNITION**

The Borough hereby recognizes the Union as the exclusive collective negotiations representatives of all employees of the Department of Municipal Services of the Borough, hereinafter called 'DMS", except for the Superintendent of said Department.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Borough hereby retains and reserves unto itself, the powers to exercise all rights, powers, duties, authorities and responsibilities conferred upon and vested in the R.S. 40A:1-1 et seq. or by any other national state, county or local laws or regulations, and the constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of this agreement between the Borough and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the Borough.

## ARTICLE III

### NON-DISCRIMINATION

a) The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation or any other category protected by law.

b) The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or because of an employee's activity or non-activity in the union.

c) All reference in this Agreement to the male gender are used for convenience only and shall be construed to include both male and female employees.

## ARTICLE IV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- a) The Borough agrees that it will not enter into collective negotiations agreement with any organization other than with Local 125 Teamsters with regard to the employees covered in Article I, Recognition, so long as it continues to represent such employees
- b) The union shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions. All members, however, shall be bound by the terms and conditions of the Agreement.
- c) The Union business agent and/or his representatives previously designated by the Union shall be admitted on the premises of the Borough on Union business, and can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment.
- d) The Union may designate two (2) employee representatives who shall be the Shop Steward, who can raise with the Borough any questions concerning the enforcement and applicability of this Agreement, and all terms and conditions of employment. The Union shall furnish the Borough in writing within 30 days of the date of the signing of this Agreement the names of the representatives and notify the Borough of any changes within 30 days after said change is made.
- e) The aforementioned employee representative will be granted time off without loss of regular pay during working hours to represent a member with a grievance in accordance with the Grievance Procedure.



## ARTICLE V

### DUES CHECK OFF

- a) The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employee individually and voluntarily authorized the Borough to deduct, and promptly transmit to the Union a check in the amount of deductions so made. Such deduction shall be made from each payment of Union members, commencing with the first paycheck paid. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9C.
- b) If during the life of this Agreement there should be any change in the rate of membership dues, the Union shall furnish to the Borough written notice fifteen (15) days prior to the effective date of such change.
- c) The Union will provide the necessary "check-off authorization" form and the union will secure the signatures of its members on the forms and deliver the signed forms to the Borough.
- d) Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of membership dues for the regular membership year. The Borough will deduct from each paycheck paid, the full amount of the representation fee and will promptly transmit the amount so deducted to the Union. If during the life of this Agreement there shall be any change in the rates of membership dues, the Union shall furnish to the Borough written notice fifteen (15) days prior to the effective date of such change.
- e) After thirty-one (31) days a newly hired employee will join the Union and remain a member in good standing.
- f) The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall rise or by reason of the action taken by the Borough and reliance upon the salary deduction authorization cards that are furnished by the Union

to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such change deduction.

## **ARTICLE VI**

### **PROBATIONARY PERIOD**

All employees hired after February 1, 2016, shall serve a probationary period of 1 year. During this probationary period, the Borough reserves the right to terminate a probationary employee. Union dues will be collected after thirty-one (31) calendar days. All stipends and allowances shall be paid after probationary period, retroactive to first day.

## ARTICLE VII

### SENIORITY

a) **SENIORITY** – Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Municipal Services.

During the terms of office of any officer of the Union or steward, such officer or steward shall be placed at the head of the seniority list during the term of his/her office.

b) **SENIORITY LIST** – A seniority list shall be made available to the Union twice a year – January 1 and July 1 – showing the date of hire or last date of hire of all employees in the bargaining unit.

c) Aside from promotional preference Seniority shall prevail in all matters where a preference may be established, such as, without limiting the generality of the foregoing, economic layoff and recall and vacation choices. The persons or person last hired shall have the last preference.

d) Any employee shall on the day worked immediately following the successful completion of probationary period be considered to have seniority as of the date of hire.

## ARTICLE VIII

### DISCIPLINE

a) The Mayor and Council may lay off an employee for purpose of efficiency, economy or other valid reasons requiring a reduction of the number of employees in the Department. In the administration of this Article, a basic principle shall be that discipline should be corrective rather than punitive.

b) Except as set forth in paragraph "A", such permanent employees of the DMS appointed for an indefinite term shall not be removable from office or position or disciplined without just cause and until written charge or charges of the cause or causes of complaint shall have been preferred against him signed by the person or persons making such charge or charges and filed with the Mayor or Council of the Borough of Emerson.

A temporary employee may be removed from office with or without cause and shall not be entitled to the hearing procedure as set forth aforesaid.

c) Any one of the following reasons shall be cause for the suspension, fine, demotion, removal or such other disposition as is deemed appropriate, although these dispositions may be made for sufficient cause other than those listed:

1. Neglect of Duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Under the influence of or the consumption of alcohol while on duty
6. Chronic or excessive absenteeism
7. Disorderly or immoral conduct

8. Willful, violation of any of the provisions of any of the rules, regulations, statutes or ordinances relating to the employment of public employees.
9. Conviction of any criminal act or offense
10. Negligence of or willful damage to public property or waste of public supplies.
11. Conduct unbecoming an employee in public employment.
12. The use of or the attempt to use one's authority or political action of any person in public employment or engaging in any form of political activity during working hours.

d) Any employee who is absent from duty for five (5) consecutive business days without notice and approval of the superintendent of the Department of Municipal Services of the reason for such absence and the time the employee expects to return, or fails to report to duty within five (5) business days after the expiration of any authorized leave, shall be held to have resigned the position.

e) In the event any charges are brought against an employee, pursuant to Section C, hereof, the employee may, prior to any determination of said charges, submit his resignation and upon acceptance thereof by the Mayor and council, all disciplinary proceedings against him shall terminate.

f) In all matters where disciplinary action is contemplated, the Borough shall supply forthwith the employee and the Union office with the charges of any written documentation submitted from which the charges are drawn.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### a) PURPOSE

- 1 The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provisions of this Agreement, or the rules, regulatory policies, orders or practices of the Borough which affect terms and conditions of employment, or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the DPW.

#### b) DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or enforcement for any provision of this Agreement or the negotiable rules, negotiable regulations, negotiable policies, negotiable orders or negotiable practices of the Borough which affect the terms and conditions of employment, or involve disciplinary matters, by an individual or the Union on behalf of any individual or group of individuals

#### c) STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

#### STEP ONE:

a) An aggrieved employee or the Union shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance by filing a written grievance with the immediate Supervisor of the aggrieved employee and the Borough.

b) The immediate Supervisor shall render a written decision within ten (10) days after receipt of the grievance.

### **STEP TWO:**

a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the immediate supervisor, the matter may be submitted in writing to the Borough Administrator.

b) The Borough Administrator shall review the matter and make a written determination within ten (10) days from the receipt of the grievance.

### **STEP THREE**

a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the determination of the Borough Administrator, the matter may be submitted in writing to the Mayor and Council of the Borough of Emerson.

b) The Mayor and Council of the Borough of Emerson shall review the matter and make a written determination within twenty (20) days from the receipt of the grievance.

### **STEP FOUR ARBITRATION**

a) If the grievance is not settled through Steps One Two and Three, the Union may refer the matter to the American Arbitration Association within ten (10) days after determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.

b) The arbitrator shall be bound by the provisions of this Agreement and past practice, and restricted to the application of the facts presented to him involved in the grievance. The decision



of the arbitrator shall be binding and shall be rendered not later than thirty (30) days from the date of closing the hearing.

c) The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

## **ARTICLE X**

### **WORK IN HIGHER RANK**

When an employee at the direction of the superintendent performs the duties of a higher paid position for any duration, said employee shall receive the pay of that higher position in which he is working for the duration of time he is working in the higher pay position. When an employee involuntarily performs the duties of a lower paid position for any duration, said employee shall receive the pay of the higher paying of the two (2) positions for the duration of time he is working in that lower paid position.

## ARTICLE XI

### SALARIES & HOURS OF WORK

a) Salaries, wages and Overtime compensation for employees of the Department of Municipal Services of the Borough of Emerson for the contract years as follows:

1. Effective January 1, 2020 each employee of the DMS covered by this Agreement shall receive retroactive back to January 1, 2020 a two percent (2.0%) increase.
2. Effective January 1, 2021 each employee of the DMS covered by this Agreement shall receive retroactive back to January 1, 2021 a two- and one-half percent (2.5%) wage increase.
3. Effective January 1, 2022 each employee of the DMS covered by this Agreement shall receive a two- and one-half percent (2.5%) wage increase.
4. Effective January 1, 2023 each employee of the DMS covered by this Agreement shall receive a two- and one-half percent (2.5%) wage increase.
5. An employee who commences employment shall be on Step one and shall remain on same until the anniversary date of employment. Anniversary date is defined as the date said employee begins employment with the Department of Municipal Services as a full-time employee.

b) All full-time permanent employees of the DMS shall be paid overtime in the following manner:

One and one-half (1 - 1/2) times their hourly rate up to the first eight (8) hours after forty (40) hours. All hours of overtime after forty-eight (48) hours shall be paid a double time pay. The work week defined as follows: from 12:01 a.m. Sunday to 11:59 p.m. Saturday. Hours of work shall be defined as follows: The "regular work schedule" shall be defined as Monday through Friday 7:00am – 3:30pm. The "summer schedule" shall be from Memorial Day until Labor Day and the work

schedule shall be Monday through Friday 6:00am – 2:30pm during the “summer schedule”.

Sick time, vacation and personal days are to be included in the calculation of a Member’s entitlement to overtime. At his/her discretion, the superintendent may request verification of sick time by submission of documentation signed by a physician and/or health care professional, as proof of the need for the use of sick time.

Member’s accumulated compensatory time shall be used solely for purposes of calculating overtime payments or a vacation day, but will not be used for any other purpose, including additional time off in the form of “compensatory time”

c) **Emergency Temporary Employee:** When necessary due to illness, injury, military service or any permissible leave of absence of 30 calendar days of a member of the Department of Municipal Services, the position may be temporarily filled until said member returns to full duty. No Emergency Temporary Employees shall work more than one (1) year. If the Member is unable to return to work, the Emergency Temporary Employee shall be offered the permanent position. The hourly rate of pay for an Emergency Temporary Employee with a CDL shall be between fifteen dollars (\$15) and the hourly rate of pay for road department in step 1 of the current calendar year. An Emergency Temporary Employee shall be an employee who is an hourly wage earner as opposed to a full-time employee who is paid on the basis of an annual salary. The Emergency Temporary Employee shall not be entitled to any benefits provided for under this agreement unless required by law. The Assistant Custodian shall be paid at the rate of ten dollars (\$10.00) per hour.

d) **Summer Help:** Summer Help shall be defined as a temporary employee hired for the summer months (May 1<sup>st</sup> through September 30<sup>th</sup>) to relieve work force shortages due to vacation scheduling of full-time employees. Summer help employees shall be paid at a rate of twelve dollars (\$12) per hour or statutory minimum wage. Summer help employees shall be an employee who is an hourly wage earner.

e) Any employee of the Department of Municipal Service who is called on for emergency work in addition to his regular working shift, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employees' hourly rate.

f) Emergency Weather Call Out

An emergency is deemed to exist under the following circumstances: Notification of a weather emergency, as defined by the National Weather Bureau, broadcast over local television and radio stations, including forecasts of a hurricane, blizzard, snow storm predicting more than 3" of snow, and/or rain with severe flooding. All members will be required to maintain a personal cell phone. In the event of an emergency, Employees will be contacted by cell phone. The Emerson Police Department shall contact Employees through their cell phones as deemed necessary during this time.

During snow/storm or other such events, the Borough shall order meals on behalf of, and for, the Members and shall pay for the meals so ordered.

g) Other Emergencies

In the event of non-weather-related emergencies, defined as instances beyond the reasonable control of the Borough that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, civil disturbance, military or government authorities, fires, floods, epidemic (natural or man-made), pandemic (natural or man-made), medical emergencies, earthquakes, or tornados, requests for vacation or personal days will be at the discretion of the DPW Supervisor or, in his absence, the Foreman. The Borough shall provide written notice of the facts and circumstances declaring the state of emergency under any of these conditions as soon as reasonably possible. If there is a need to cancel any vacation and/or personal days, such time will be made available at the discretion of the DPW Supervisor, or, in his absence, the Foreman, but in no case will be postponed beyond the following calendar year.

h) Equipment Operator

There shall be an annual stipend for any Member who is qualified to be an Equipment Operator in the amount of two hundred and fifty dollars (\$250.00), payable on the first pay day of each year. Equipment Operator shall be defined as those members with proven proficiency in the operation of heavy equipment, for example, but not limited to, forklifts and aerial buckets. Proper certification and level of proficiency to be determined by the DPW Supervisor and such certification shall be maintained in the member's personnel file. Such determination shall not be arbitrary or capricious.

i) Longevity

At the expiration of four (4) years' service, each full time employee of the Borough who is on active status or terminal leave, shall receive an additional one (1%) percent of annual compensation after nine (9) years of service, two (2%) percent of annual compensation; thereafter for each additional three (3) years of service, one (1%) percent of annual compensation will be added up to the length of eight (8%) percent after twenty-seven (27) years of service. Said additional compensation shall be computed and paid on the basis of the current salary per annum of each such employee of the Borough. Said additional compensation shall be paid yearly in the first week of November. Any Employee hired after January 1, 2013 shall not be entitled to longevity.

j) Guides

**ROAD DEPARTMENT**

See Appendix A.

**SEWER AND UTILITY**

See Appendix B.

**MECHANIC/LEAD PERSON**

See Appendix C.

**HOUSE & GROUNDS**

See Appendix D

**TREE DEPARTMENT**

See Appendix E.

**ARTICLE XII**

**COMMERCIAL DRIVERS LICENSE (CDL)**

a) Any Employee who possesses a Commercial Drivers License (CDL) shall receive a yearly stipend, payable on the first pay day of each year, as follows:

Effective	1/1/20	\$750.00
Effective	1/1/21	\$765.00
Effective	1/1/22	\$780.30
Effective	1/1/23	\$795.91

b) Any Employee who possesses a Tanker Endorsement on their CDL shall receive a stipend, payable on the first pay day of each year as follows:

Effective	1/1/20	\$550.00
Effective	1/1/21	\$550.00
Effective	1/1/22	\$561.00
Effective	1/1/23	\$572.22



## ARTICLE XIII

### MEDICAL AND DENTAL

Coverage begins on the first day of the month following employment,

a) It is agreed that the borough shall maintain the current Medical Plan including Dental and Life insurance (\$15,000.). The current Medical Plan is the State Health Benefits Program (SHBP).

b) Full time employment for the purpose of this Article shall mean employees who work a minimum of thirty-five (35) to forty (40) hours per week through the year, excepting vacations, holidays and sick leave.

c) Should the Borough elect to change carriers the new policy coverage must be equal to or better than what is currently in effect under the same terms and conditions. If the Borough exercises its option to change the health insurance carrier (i.e. leave the SHBP) the new health insurance shall be equal to or better than the Aetna Choice POS-Open Access plan and the Aetna Choice Patriot V QPOS.

In the event that such change to the SHBP occurs and the state of New Jersey either negotiates or unilaterally implements changes in the SHBP which result in greater out of pocket costs to the Members of Local 125, the Borough agrees to meet and negotiate with Local 125 the impact of such increased out of pocket costs. If the Borough and Local 125 fail to reach an agreement, then Local 125 shall have the right to file for binding arbitration concerning the impact on Local 125 Members of the out of pocket increased costs.

d) In accordance with State statute as contained in P.L. 2011, c.78, each Employee is required to contribute a percentage of their pensionable salary towards the cost of the benefits provided for in this Article unless the Employee waives the benefits provided for herein.

**ARTICLE XIV**  
**HOLIDAYS**

a) Full time employees of the DMS shall be entitled to sixteen (16) paid holidays each year. These holidays are: **New Year's Eve (1/2 Day), New Year's Day, Lincoln's Birthday (observed on Monday of the week that February 12<sup>th</sup> is in), Washington's Birthday (observed on Monday of the week that February 22<sup>nd</sup> is in), Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve (1/2 Day) and Christmas Day.** When any of the above holidays fall on a Sunday it will be observed by the Borough employees on the following day (Monday). When any of the above holidays fall on a Saturday, it will be observed by the Borough employees on the preceding day (Friday). Employees on an annual salary basis who are required to work on any of these holidays will receive compensatory time or payment at the rate of two (2) hours for each hour worked. In addition, thereto, each employee of the DMS shall be entitled to every regular Election Day off in November. Additionally, all Employees of the DMS shall work on Martin Luther King Jr. (MLK) day and June 19<sup>th</sup> (Juneteenth) and take the same day(s) off in the summer as a holiday and/or use the option of splitting the day(s) between New Year's Eve and Christmas Eve, which are both currently half (1/2) days, to create full days off. The days off shall be determined after a meeting with the Shop Steward and approval by the Superintendent of Public Works and the Borough Administrator.

b) It is understood that an employee will not be paid for a holiday if he fails to report for work the day before the holiday and/or the day after the holiday, unless the employee's failure to report to work the day before the holiday and/or the day after the holiday is taken as a vacation day or a sick day accompanied by a doctor's note; in which case the employee will receive pay for the holiday. As referred to in Article XIV (a above, each employee of the DMS shall also be entitled to an additional four (4) hours off on the day before Christmas Day and on the day before New Year's

Day. Employees on an annual salary basis who are required to work these four (4) hours before Christmas Day and New Year's Day will receive compensatory time or payment at the rate of two (2) hours for each hour worked.

**ARTICLE XV**

**VACATIONS AND PERSONAL DAYS**

a) **VACATIONS**

The vacation schedule of full time employees of the Department of Municipal Services shall be as follows:

- |    |   |                        |
|----|---|------------------------|
| a) | After six (6) consecutive months as a full-time employee-one (1) day for each month to a maximum of six (6) days. |                        |
| b) | In the second (2 <sup>nd</sup> ) year of employment   | Ten (10) days          |
| c) | In the third (3 <sup>rd</sup> ) year of employment  | Eleven (11) days       |
| d) | In the fourth (4 <sup>th</sup> ) year of employment   | Twelve (12) days       |
| e) | In the fifth (5 <sup>th</sup> ) year of employment  | Fifteen (15) days      |
| f) | In the sixth (6 <sup>th</sup> ) year of employment  | Sixteen (16) days      |
| g) | In the seventh (7 <sup>th</sup> ) year of employment  | Seventeen (17) days    |
| h) | In the eighth (8 <sup>th</sup> ) year of employment   | Eighteen (18) days     |
| i) | In the ninth (9 <sup>th</sup> ) year of employment  | Nineteen (19) days     |
| j) | In the tenth (10 <sup>th</sup> ) year of employment   | Twenty (20) days       |
| k) | In the eleventh (11 <sup>th</sup> ) year of employment  | Twenty-one (21) days   |
| l) | In the twelfth (12 <sup>th</sup> ) year of employment   | Twenty-two (22) days   |
| m) | In the thirteenth (13 <sup>th</sup> ) year of employment  | Twenty-three (23) days |
| n) | In the fourteenth (14 <sup>th</sup> ) year of employment  | Twenty-four (24) days  |
| o) | In the fifteenth (15 <sup>th</sup> ) year of employment and thereafter  | Twenty-five (25) days  |

It is also agreed that no more than three (3) employees of the department of Municipal Services shall be permitted to take vacation at any one time. Vacations will be allowed according to seniority.

Members may carry over five (5) vacation days to the following year but must use all five (5) days between April through August of the same following calendar year.

b) **PERSONAL DAYS**

All Employees shall be entitled to two (2) paid personal days each year of the agreement. These days shall not be cumulative.

## ARTICLE XVI

### SICK LEAVE

a) For each calendar year of continuous service beginning with the first day after the completion of the employee's probationary period, sick leave at the rate of fifteen (15) days per annum, accumulative to a maximum of one hundred-thirty (130) days from year to year, but not in excess thereof. Employees may take one (1) personal day off per year in lieu of one (1) sick day. Employees shall receive paid sick days during their probationary period in accordance with the New Jersey Earned Sick Leave Law. The right to sick leave shall accrue on a prorated basis over the entire year. If an employee is absent due to illness for three (3) or more consecutive days, he may be required by the Superintendent of Public Works or the Borough Administrator, to submit a doctor's certificate explaining the nature of the illness and confirming the employee's inability to perform his normal duties.

b) If an Employee of the Department of Public Works does not use a sick day for the period January 1<sup>st</sup> through June 30<sup>th</sup> or for the period July 1<sup>st</sup> through December 31<sup>st</sup>, they shall earn a vacation day for each 6-month period. A maximum of two (2) vacation days may be earned for each calendar year. The day off earned for the first six (6) months of the year must be used in the July 1<sup>st</sup> through December 31<sup>st</sup> period. The day off earned from the July 1<sup>st</sup> through December 31<sup>st</sup> period must be used as an initial pick for the next calendar year. The use of this day off must not create an overtime and must be approved ahead of time by the Superintendent of Public Works or in his absence the Foreman.

## ARTICLE XVII

### UNIFORM ALLOWANCE

All members of the DMS covered by this Agreement, who have completed six (6) months of employment with the DMS, shall receive a yearly boot and clothing allowance, payable by April 1<sup>st</sup> of each year of this agreement as follows:

Effective 1/1/20	\$1300.00
Effective 1/1/21	\$1300.00
Effective 1/1/22	\$1300.00
Effective 1/1/23	\$1300.00

**ARTICLE XVIII**

**EQUIPMENT**

All equipment utilized by employees of the Department of Municipal Services must meet all State and Federal regulations.

## ARTICLE XIX

### AGENCY SHOP AGREEMENT

a) **REPRESENTATION FEE**: The Borough agrees to deduct the fair share fee from the earnings of these employees who elect not to become a member of the Union. At the present time, it is agreed by and between the parties to this Agreement that 85% of the Union dues of an employee represents a fair share fee. However, both parties understand that a fair share assessment notice may be furnished to the Borough by the New Jersey Public Employment Relations Commission, and in the event, that percentage will control.

b) **PAYMENT OF FEE**: Payment of the fee shall be made in the same manner at the same time of payment of the Union dues, and shall be retroactive to January 1, 2016.

c) **MISCELLANEOUS**: The Union shall hold harmless, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share fee information furnished by the Union, or its representatives.



## ARTICLE XX

### MAINTENANCE OF WORK OPERATIONS

- a) During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement, but shall not be liable for unauthorized action of employees covered by this Agreement.
- b) No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.
- c) These Agreements are not intended to limit the freedom of speech of the Union or its members.

## **ARTICLE XXI**

### **PERSONNEL FILES**

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

## ARTICLE XXII

### FUNERAL LEAVE

- a) In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days leave without loss of pay.
- b) Immediate family shall be defined as the employee's spouse, children, parents, brother, sister, mother-in-law or father-in-law, one set per employee member, (Mother-in-law and Father-in-law).
- c) In the event of the death of a grandmother or grandfather, the employee shall be granted one (1) day leave without loss of pay.
- d) Such bereavement is in addition to any holiday, day vacation leave or compensatory time falling within the time of bereavement.
- e) Any extension of absence under this Article, is at the option of the Employer and shall not be unreasonably withheld and can be charged available holiday or vacation time or be taken without pay for a reasonable period.

## **ARTICLE XXIII**

### **SUBCONTRACTING**

The Employer prior to issuance of any contract, the purpose of which is to subcontract bargaining work unit, which does or may result in layoff of members of the unit, agrees to notify the Union sufficiently in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Union may present suggestions or discussions to try to avoid layoff.

**ARTICLE XXIV**

**MILITARY LEAVE**

Military leave for Employees serving or training with the National Guard or the Armed Forces of the United States will be granted in accordance with Federal and State Laws applying to such cases.

## **ARTICLE XXV**

### **BULLETIN BOARDS**

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

## **ARTICLE XXVI**

### **SEPARABILITY AND SAVINGS**

a) If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXVII**

### **FULLY BARGAINED**

This agreement represents complete and final understanding by the parties on all negotiable issues between the Borough and the Union. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement or whether or not within the knowledge or contemplation of both of the parties at the time they negotiated to sign this agreement.



**ARTICLE XXVIII**

**DURATION**

This Agreement shall be in full force and effect as of the date of the signing and shall remain in effect to and including December 31, 2023, at 11:59 am. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, of its desire to terminate, modify or amend this Agreement. Such notice shall be given no sooner than one hundred thirty-five (135) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Emerson, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LOCAL 125

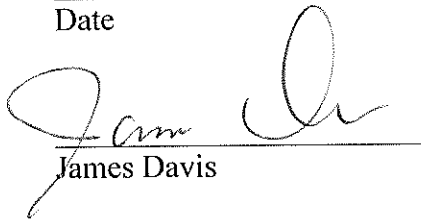
BY:



David Baumann

3/15/22

Date



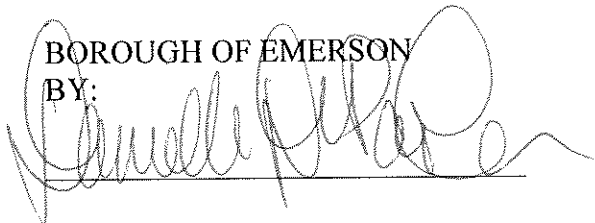
James Davis

3/18/22

Date

BOROUGH OF EMERSON

BY:



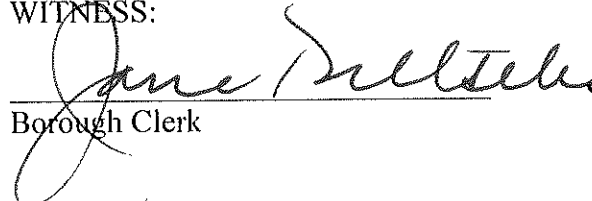
4/6/22

Date

\_\_\_\_\_

Date

WITNESS:



Borough Clerk

4/6/22

Date

APPENDIX A

SALARY SCHEDULES  
(ROAD DEPARTMENT)

HIRED BEFORE 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$ 58,622.36	\$ 59,794.81	\$ 61,289.68	\$ 62,821.92	\$ 64,392.47
Step 2	\$ 62,368.67	\$ 63,616.04	\$ 65,206.44	\$ 66,836.61	\$ 68,507.52
Step 3	\$ 66,113.87	\$ 67,436.15	\$ 69,122.05	\$ 70,850.10	\$ 72,621.35
Step 4	\$ 69,861.26	\$ 71,258.49	\$ 73,039.95	\$ 74,865.95	\$ 76,737.59
Step 5	\$ 73,607.56	\$ 75,079.71	\$ 76,956.70	\$ 78,880.62	\$ 80,852.64
Step 6	\$ 77,350.60	\$ 78,897.61	\$ 80,870.05	\$ 82,891.80	\$ 84,964.10
10 YR Exp	\$ 81,580.75	\$ 83,212.37	\$ 85,292.67	\$ 87,424.99	\$ 89,610.62

HIRED AFTER 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$ 41,668.22	\$ 42,501.58	\$ 43,564.12	\$ 44,653.23	\$ 45,769.56
Step 2	\$ 45,659.37	\$ 47,024.58	\$ 48,200.20	\$ 49,405.20	\$ 50,640.33
Step 3	\$ 49,650.51	\$ 51,547.58	\$ 52,836.27	\$ 54,157.18	\$ 55,511.11
Step 4	\$ 53,641.64	\$ 56,070.58	\$ 57,472.35	\$ 58,909.16	\$ 60,381.89
Step 5	\$ 57,632.78	\$ 60,593.58	\$ 62,108.42	\$ 63,661.13	\$ 65,252.66
Step 6	\$ 61,623.92	\$ 65,116.58	\$ 66,744.50	\$ 68,413.11	\$ 70,123.44
Step 7	\$ 65,615.06	\$ 69,639.58	\$ 71,380.57	\$ 73,165.09	\$ 74,994.22
Step 8	\$ 69,606.21	\$ 74,162.58	\$ 76,016.65	\$ 77,917.07	\$ 79,864.99
Step 9	\$ 73,597.35	\$ 78,685.58	\$ 80,652.72	\$ 82,669.04	\$ 84,735.77
Step 10	\$ 77,588.48	\$ 83,212.37	\$ 85,292.67	\$ 87,424.99	\$ 89,610.62
Step 11	\$ 81,580.75				

APPENDIX B

SALARY SCHEDULES  
(SEWER & UTILITIES)

HIRED BEFORE 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$ 65,200.30	\$ 66,504.31	\$ 68,166.91	\$ 69,871.09	\$ 71,617.86
Step 2	\$ 68,933.61	\$ 70,312.28	\$ 72,070.09	\$ 73,871.84	\$ 75,718.64
Step 3	\$ 72,664.75	\$ 74,118.05	\$ 75,971.00	\$ 77,870.27	\$ 79,817.03
Step 4	\$ 76,396.98	\$ 77,924.92	\$ 79,873.04	\$ 81,869.87	\$ 83,916.62
Step 5	\$ 80,127.04	\$ 81,729.58	\$ 83,772.82	\$ 85,867.14	\$ 88,013.82
10 YR Exp	\$ 84,357.18	\$ 86,044.32	\$ 88,195.43	\$ 90,400.32	\$ 92,660.33

HIRED AFTER 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$ 47,299.04	\$ 48,245.02	\$ 49,451.15	\$ 50,687.42	\$ 51,954.61
Step 2	\$ 51,004.86	\$ 52,445.02	\$ 53,756.15	\$ 55,100.05	\$ 56,477.55
Step 3	\$ 54,710.66	\$ 56,645.02	\$ 58,061.15	\$ 59,512.67	\$ 61,000.49
Step 4	\$ 58,416.47	\$ 60,845.02	\$ 62,366.15	\$ 63,925.30	\$ 65,523.43
Step 5	\$ 62,122.28	\$ 65,045.02	\$ 66,671.15	\$ 68,337.92	\$ 70,046.37
Step 6	\$ 65,828.11	\$ 69,245.02	\$ 70,976.15	\$ 72,750.55	\$ 74,569.31
Step 7	\$ 69,533.92	\$ 73,445.02	\$ 75,281.15	\$ 77,163.17	\$ 79,092.25
Step 8	\$ 73,239.72	\$ 77,645.02	\$ 79,586.15	\$ 81,575.80	\$ 83,615.19
Step 9	\$ 76,945.54	\$ 81,845.02	\$ 83,891.15	\$ 85,988.42	\$ 88,138.14
Step 10	\$ 80,651.35	\$ 86,044.32	\$ 88,195.43	\$ 90,400.32	\$ 92,660.33
Step 11	\$ 84,357.18				

Note: The current Member who performs the custodial duties of House and Grounds shall continue to be paid according to the Sewer and Utilities guide for Members hired before 1/1/2013 outlined above.

APPENDIX C

SALARY SCHEDULES  
(MECHANICS/LEAD PERSON)

HIRED BEFORE 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$67,262.34	\$68,607.59	\$70,322.78	\$72,080.85	\$73,882.87
Step 2	\$71,791.23	\$73,227.05	\$75,057.73	\$76,934.17	\$78,857.53
Step 3	\$76,319.04	\$77,845.42	\$79,791.56	\$81,786.35	\$83,831.00
Step 4	\$80,849.03	\$82,466.01	\$84,527.66	\$86,640.85	\$88,806.87
Step 5	\$85,377.92	\$87,085.48	\$89,262.62	\$91,494.18	\$93,781.54
10 YR Exp	\$89,606.98	\$91,399.12	\$93,684.10	\$96,026.20	\$98,426.86

HIRED AFTER 1/1/2013

	2019	2.00% 2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$47,299.04	\$48,245.02	\$49,451.15	\$50,687.42	\$51,954.61
Step 2	\$51,529.83	\$53,040.02	\$54,366.02	\$55,725.17	\$57,118.30
Step 3	\$55,760.63	\$57,835.02	\$59,280.90	\$60,762.92	\$62,281.99
Step 4	\$59,991.42	\$62,630.02	\$64,195.77	\$65,800.67	\$67,445.68
Step 5	\$64,222.21	\$67,425.02	\$69,110.65	\$70,838.41	\$72,609.37
Step 6	\$68,453.01	\$72,220.02	\$74,025.52	\$75,876.16	\$77,773.06
Step 7	\$72,683.79	\$77,015.02	\$78,940.40	\$80,913.91	\$82,936.75
Step 8	\$76,914.59	\$81,810.02	\$83,855.27	\$85,951.65	\$88,100.44
Step 9	\$81,145.38	\$86,605.02	\$88,770.15	\$90,989.40	\$93,264.13
Step 10	\$85,376.17	\$91,399.12	\$93,684.10	\$96,026.20	\$98,426.86
Step 11	\$89,606.98				

APPENDIX D

SALARY SCHEDULES  
(HOUSE & GROUNDS)

	2020	2.50% 2021	2.50% 2022	2.50% 2023
Step 1	\$ 39,000.00	\$ 39,975.00	\$ 40,974.38	\$ 41,998.73
Step 2	\$ 42,000.00	\$ 43,050.00	\$ 44,126.25	\$ 45,229.41
Step 3	\$ 45,000.00	\$ 46,125.00	\$ 47,278.13	\$ 48,460.08
Step 4	\$ 48,000.00	\$ 49,200.00	\$ 50,430.00	\$ 51,690.75
Step 5	\$ 51,000.00	\$ 52,275.00	\$ 53,581.88	\$ 54,921.42
Step 6	\$ 54,000.00	\$ 55,350.00	\$ 56,733.75	\$ 58,152.09
Step 7	\$ 57,000.00	\$ 58,425.00	\$ 59,885.63	\$ 61,382.77
Step 8	\$ 60,000.00	\$ 61,500.00	\$ 63,037.50	\$ 64,613.44
Step 9	\$ 63,000.00	\$ 64,575.00	\$ 66,189.38	\$ 67,844.11
Step 10	\$ 66,000.00	\$ 67,650.00	\$ 69,341.25	\$ 71,074.78

APPENDIX E

SALARY SCHEDULES  
(TREE DEPARTMENT)

	2.00%	2.50%	2.50%	2.50%
	1/1/2020	1/1/2021	1/1/2022	1/1/2023
step 1	\$ 48,244.98	\$ 49,451.10	\$ 50,687.38	\$ 51,954.57
step 2	\$ 52,766.98	\$ 54,086.15	\$ 55,438.31	\$ 56,824.27
step 3	\$ 57,288.98	\$ 58,721.20	\$ 60,189.23	\$ 61,693.97
step 4	\$ 61,810.98	\$ 63,356.25	\$ 64,940.16	\$ 66,563.66
step 5	\$ 66,332.98	\$ 67,991.30	\$ 69,691.09	\$ 71,433.36
step 6	\$ 70,854.98	\$ 72,626.35	\$ 74,442.01	\$ 76,303.06
step 7	\$ 75,376.98	\$ 77,261.40	\$ 79,192.94	\$ 81,172.76
step 8	\$ 79,898.98	\$ 81,896.45	\$ 83,943.87	\$ 86,042.46
step 9	\$ 84,420.98	\$ 86,531.50	\$ 88,694.79	\$ 90,912.16
step 10	\$ 88,946.04	\$ 91,169.69	\$ 93,448.93	\$ 95,785.16

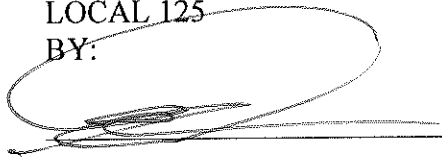
**SIDE LETTER 1**

**Reopener Clause**

The parties shall have the right to reopen Article XI of this Agreement, specifically to add a new appendix and create a classification establishing associated wage rates, in the event the Borough resolves to terminate contracts with third parties as to sanitation and/or recycling services to the Borough. Written notice to reopen negotiations shall commence under this section within ten (10) working days after fulfillment of public notice requirements, as required by law. The terms and conditions of this Agreement will remain in full force and effect during any negotiations. By mutual agreement, timelines may be modified to accommodate the negotiations process.

LOCAL 125

BY:

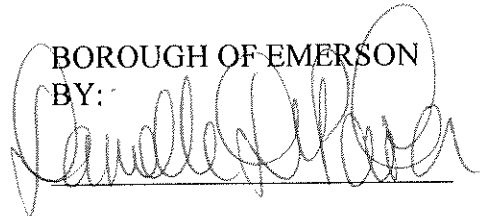


Date:

3/15/22

BOROUGH OF EMERSON

BY:



Date:

4/6/22

**SIDE LETTER 2**

**Covid Policy Implementation:**

In order to adapt to fluid State and Federal workplace regulations, including, but not limited to, those of the Center for Disease Control and Prevention, (CDC), Equal Employment Opportunity Commission, (EEOC), and/or those issued by State or Federal Executive Order, the members agree that before filing any grievance stemming from the Borough's efforts to comply with Federal and/or State Executive Orders and/or Federal or State regulations, the Union will contact the Borough Administrator as soon as reasonably possible in an effort to first resolve any issues.

LOCAL 125

BY: 

Date:

3/15/22

BOROUGH OF EMERSON

BY: 

Date:

4/5/22



SIDE LETTER 3

RESOLUTION NO: 236-21 RESOLUTION CREATING BONUS INCENTIVE PROGRAM FOR DEPARTMENT OF MUNICIPAL SERVICES EMPLOYEES.

The following Resolution No: 236-2, adopted on October 19, 2021 shall be incorporated into this agreement. Upon the final decision of the Mayor and Council as to who is qualified, the bonus shall be paid to each qualified Employee, no later than February 28 of the following year in which the bonus was based on. For example: If the bonus was based on 2020 work safety behavior, then the bonus shall be paid no later than February 28, 2021.

LOCAL 125

BY:

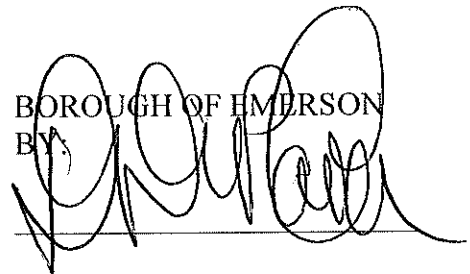


Date:

3/15/22

BOROUGH OF EMERSON

BY:



Date:

4/5/22

**BOROUGH OF EMERSON  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

**RESOLUTION**

**NO: 236-21**

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**RE: RESOLUTION CREATING BONUS INCENTIVE PROGRAM FOR DEPARTMENT  
OF MUNICIPAL SERVICES EMPLOYEES**

**WHEREAS**, the Borough of Emerson has determined that the creation of a bonus incentive program for the employees of its Department of Municipal Services ("DPW") will help to reduce the incidents and impact of workplace injuries for said employees; and

**THEREFORE, BE IT RESOLVED**, that effective the date hereof, a "Bonus Incentive Program for Department of Municipal Services Employees" shall be created with the following terms:

- a. A bonus incentive program will be created to encourage work safety behavior. There will be created a "Public Employees' Awards Committee" in accordance with N.J.S.A. 40A:5-31, "Award Programs for Local Units," and N.J.S.A. 40A:9-18, "Awards Program, Appropriations." The bonus incentive program will be subject to amendment based on safety occurrences in the workplace and/or State regulatory or statutory amendments. Members will be provided thirty (30) days' advance notice of such amendments.
- b. Qualification for a bonus requires satisfaction of those standards developed in accordance with N.J.S.A. 40A:5-31 and N.J.S.A. 40A:9-18.
- c. The DPW Superintendent will complete and retain documentation establishing each member's participation, or non-participation, in the program, including, but not limited to: 1) attendance for training sessions conducted by the DPW Superintendent; 2) notification to the DPW Superintendent of the member's CDL expiration; 3) reports to the DPW Superintendent of equipment failures and/or equipment operational issues; 4) reports to the DPW Superintendent identifying and reporting hazards in the workplace; 5) safety suggestions or recommendations reported to the DPW Superintendent. The DPW Superintendent will provide the Borough's Business Administrator with a quarterly report summarizing each member's participation or non-participation in the program. The bonus is not a group bonus; each individual will be responsible for his/her own compliance with the program and, if qualifying, will receive his own individual bonus.
- d. By December 1<sup>st</sup> of each year, the DPW Superintendent will make recommendations to the Borough's Business Administrator as to which members qualify for the bonus. The Business Administrator will review same and make final recommendations to the Mayor and Council. The Mayor and Council will make the final decision as to those qualifying members. Bonuses will not be arbitrarily denied.
- e. The bonuses will be on a scale based on years of Borough employment in the DPW:

Up to 7 years: \$150

Over 7 years and up to 14 years: \$250

Over 14 years: \$500

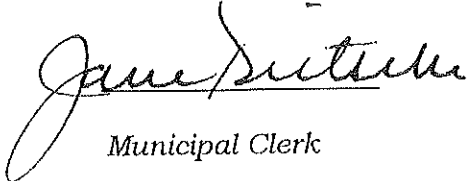
- f. The granting or denial of a bonus will not affect a member's performance evaluation. The granting or denial of a bonus will not affect any disciplinary action or proceeding as to a member. The granting or denial of a bonus will not affect any workers' compensation proceeding.

**BE IT FURTHER RESOLVED**, that the Council hereby approves and accepts the aforementioned; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be filed with the Municipal Clerk of the Borough of Emerson.

COUNCIL	M O V E D	S E C O N D E D	A Y E S	N A Y E S	A B S E N T	A B S T A I N
McGuire		X	X			
Timmerman			X			
Argenzia			X			
Hoffman			X			
Pierro	X		X			
Gordon			X			

*I hereby certify that the above Resolution was duly adopted by the Borough of Emerson at a meeting held on October 19, 2021.*

Attest:   
Municipal Clerk