



# BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 25-60

**TITLE:**

**RATIFY COLLECTIVE BARGAINING LABOR AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 11 (Clerical Unit)**

**WHEREAS**, the International Brotherhood of Teamsters Local 11 are the local union representative for all clerical employees of the Borough of Pompton Lakes excluding confidential, managerial, supervisory, seasonal or police employees within the meaning of the Public Employment Relations Act; and

**WHEREAS**, the International Brotherhood of Teamsters Local 11 and the Borough of Pompton Lakes have been negotiating the terms to a new collective bargaining agreement; and

**WHEREAS**, the parties have negotiated and agreed upon the terms to a new collective bargaining agreement; and

**WHEREAS**, a memorandum of agreement was adopted by the Mayor and Borough Council on December 11, 2024; and

**WHEREAS**, the Borough of is desirous of executing the new collective bargaining agreement for the term of January 1, 2025 through December 31, 2027;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, that the Borough Administrator is authorized to execute the Collective Bargaining Agreement between the Borough of Pompton Lakes and the International Brotherhood of Teamsters Local 11 for the period of January 1, 2025 through December 31, 2025; and

**BE IT FURTHER RESOLVED**, that a copy of the collective bargaining agreement be transmitted to the Public Employment Relations Commission of the State of New Jersey.

**RECORD OF COUNCIL VOTE:**

I, Elizabeth Brandsness, R.M.C., Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on Wednesday, January 8, 2025 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, NJ.

Motion - by: Palidoro

Second - by: Kihlberg

| COUNCIL   | Yes | No | Absent | Abstain | COUNCIL  | Yes | No | Absent | Abstain |
|---|-----|----|--------|---------|----------|-----|----|--------|---------|
| Cruz  | ✓   |    |        |         | Kihlberg | ✓   |    |        |         |
| Hinton  | ✓   |    |        |         | Pohdori  | ✓   |    |        |         |
| Kent  | ✓   |    |        |         | Venn     | ✓   |    |        |         |
| <b>MAYOR (Tie-Break Vote):</b> Yes <input type="checkbox"/> No <input type="checkbox"/> |     |    |        |         |          |     |    |        |         |

Date of Adoption: January 8, 2025

Elizabeth Brandsness, R.M.C., Municipal Clerk

Michael Serra, Mayor

CC: Borough Administrator



AGREEMENT

-Between-

TEAMSTERS LOCAL 11  
International Brotherhood of Teamsters

-And-

BOROUGH OF POMPTON LAKES  
Clerical Unit

January 1, 2025 through December 31, 2027

Michael Curcio  
President/Principal Officer

Maryann Tittle  
Secretary-Treasurer

Printed & Assembled by  
Teamsters Local 11  
Office Staff

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⑤

M.C. S.P.

**THIS AGREEMENT** made and entered into on this 1<sup>st</sup> day of January 2025, by and between the Borough of Pompton Lakes (hereafter "Borough") with its principal of business located at 25 Lenox Avenue, Pompton Lakes, New Jersey and the International Brotherhood of Teamsters, Local No. 11 (hereafter "Union"), with its principal place of business located at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey 07508, representing employees in the clerical unit.

  
H.C. SP.

**ARTICLE 1**  
**RECOGNITION**

The Borough hereby recognizes the Union as the exclusive bargaining agent for all employees. Included in the unit, as per the state of New Jersey Public Employment Relations Commission (PERC), Docket No. R0-2023-027, all regularly-employed white-collar employees, full-time/part-time, including but not limited to municipal office and court staff, records support technician, violations clerks, keyboarding clerks, deputy court administrator, public safety telecommunicators, and matrons employed by the Borough of Pompton Lakes. Excluded in the Unit, Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, professional employees, police, casual employees; firefighters, directors, elected officials, forepersons, Deputy Municipal Clerk, Court Administrator, Payroll Administrator, and all other employees of the Borough of Pompton Lakes.

**ARTICLE 2**  
**UNION SECURITY**

**Section 1. Union Security**

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

- A. All present employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of regular monthly dues.
- B. It is agreed that at the time of hire, newly hired employees, who fall within the Union, will be informed that they can join the Union thirty (30) days thereafter.

**Section 2. Notification**

The Borough will notify the Union of any newly hired employees within fifteen (15) days of his/her starting date.



**ARTICLE 3**  
**CHECK-OFF UNION DUES**

**Section 1. Payroll Deduction**

- A. The Borough hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Borough, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made on the 2<sup>nd</sup> salary paid to each employee during the month and such deduction made the 1<sup>st</sup> month shall be a double deduction. Thereafter, the regular deduction shall apply to dues owed for the following month.
- B. In making the deductions and transmittals, the Borough shall rely upon the most recent communication from the Union as the amount of monthly dues and initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

**Section 2. Voluntary Representation Fee**

- A. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.
- B. Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.
- C. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Borough a list of employees who have not become members of the Union for said membership year.
- D. The Borough will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
1. Within twenty-one (21) days after receipt of the aforesaid list by the Borough; or
  2. Thirty (30) days after the employee begins his/her employment in the Union, unless the employee previously served in the Union and continued in the employ of the Borough in a non-Union position, or was on layoff, in which event the



deductions will begin the first paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.

- E. Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- F. The Union will notify the Borough in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Borough received said notice.
- G. On or about the last day of each month, the Borough will submit to the Union a list of all employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, rates of pay, and dates of employment for all such employees.
- H. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Borough shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.
- I. The Union shall hold the Borough harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

ARTICLE 4  
MANAGEMENT RIGHTS

Except as modified herein, the Borough shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the rights to:

- A. Included the following rights without the limit of the foregoing.
1. To manage and administer the affair and operations of the Borough; and
  2. To direct the Borough's working forces and operations; and
  3. To hire, promote, and assign employees; and
  4. To demote, suspend, discharge, or otherwise discipline employees; and
  5. To maintain efficiency of the Borough's operations; and
  6. To determine the methods, means job classifications, and personnel by which such operations are to be conducted; and
  7. To discharge employees from duties because of lack of work or for other legitimate reasons, such layoff to be made in order of seniority, in the class, the person(s) last appointed to be first laid off; and
  8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed; and
  9. To take whatever actions may be necessary to carry out the responsibilities of the Borough; and
  10. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and
  11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government.
- B. With respect to Paragraph A above, the Borough's use and enjoyment of its powers, rights, authorities, duties, and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulation in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of the Agreement and to the extent that the same confirm to the laws of New Jersey and of the United States.
- C. Nothing contained in this Agreement shall operate to deny to or restrict the Borough in the exercise of its rights, responsibilities, and authorities pursuant to the laws of this State or the United States.
- D. The Union hereby acknowledges that the Borough being a public agency is free to use Union or non-union contractors and sub-contractors without interference from the Union, its officers, or its members. Further, the Borough shall have the right, at its sole discretion, to apportion work by subcontract or other similar means, as it may see fit, in order that the services to be performed by the Borough may be carried out for the benefit of the public.

**ARTICLE 5**  
**SENIORITY**

**Section 1.**

Seniority of a regular employee is to be determined by the length of service, from the date of his/her employment, whether part time or full time. Probationary period will be counted toward seniority. However, in no case, will an employee be given permanent seniority status until after satisfactory completion of a one hundred and twenty (120) calendar day probationary period. Permanent employees shall mean an employee who has received permanent appointment in accordance with the Civil Service Regulations adopted thereunder.

**Section 2.**

The Borough Administrator or his/her designee shall post a notice of all job openings on bulletin boards as hereinafter provided. Such postings shall be made in the municipal building located at 25 Lenox Avenue, Pompton Lakes, New Jersey and at the Department of Public Works Building, Mill Street, Pompton Lakes, New Jersey, and shall state:

- A. The job classification
- B. Wages
- C. Job description and duties
- D. Qualifications
- E. Filing or qualification deadline

Employees on vacation, off duty, excused for valid and recognized reasons, shall retain all filing or bidding rights during such absence. The Union's designated representative may file or bid for such position by proxy for and on behalf of any employee on vacation, off duty, or excused for valid or recognized absences; however, the Borough shall not be responsible for the Union's representative to designate such person or for the failure of the Union's representative to bid or file for and on behalf of any such employee.

**Section 3.**

No substantial changes in working conditions or assignments shall be made without notification to the Union, and employees affected. Whenever possible, notification shall consist of two (2) weeks prior notice of the changes being made.

Nothing in this contract shall prevent or preclude supervision from assigning duties to any employee outside of his classification during an emergency. Supervision shall make a reasonable attempt to secure employees in proper job classification for the performance of particular jobs whenever possible under the particular circumstances.



**Section 4. Discharge during Probationary Period**

The discharge of any employee for any reason during a probationary period is not a matter for a grievance.

**Section 5. Transfers**

Transfers within departments will be at the discretion of the Borough Administrator, subject to Civil Service Rules and Regulations.

**Section 6. Public Safety Telecommunicators**

Funds so provided are to be used only for the acquisition and maintenance of uniforms. The uniform shall be determined by the Borough Administrator and Chief of Police.

Any employees required to be in uniform by the Borough shall be subject to appropriate discipline in such cases where the required uniform is not worn.

**Section 7. Job Description**

A job description for every employee shall be prepared by the head of each department and shall be approved by the Borough Council.

**Section 8. Additional Items**

No substantial changes in working conditions or assignments shall be made without notification to employees affected and the Union. Nothing in this Article shall be construed to grant any further rights to the employee or Union other than notice.

**ARTICLE 6**  
**WORK WEEK**

**Section 1. Standard Work Week**

- A. The employees in the Union shall have a work week consisting of five (5) consecutive days, Monday through Friday, and two (2) consecutive days off.
- B. Employees are required to report for duty from 8:30 AM to 4:30 PM.
- C. Work hours for all employees shall be forty (40) hours.
- D. During the summer months, from Memorial Day through Labor Day, the standard workweek shall be as follows:

Monday through Thursday: 8:00am – 4:30pm  
Friday : 8:00am – 2:00pm

**Section 2. Lunch Period**

- A. Employees in the Union shall receive a one (1) hour paid lunch.
- B. Lunch periods shall be duty free, and with the exception of an emergency, any employee who is requested to work during his/her lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday.
- C. **Public Safety Telecommunicators** – Public Safety Telecommunicators (PSTs) shall be assigned to shifts, hours of work and all other issues relating to scheduling, including but not limited to, a change to the Pitman Schedule, the provisions of which are set forth below, at the sole discretion of the Chief of Police or such other Superior Officer who may be in command of the Department. In such case as a PST works a Pitman Schedule, the PST shall be entitled to a one-hour meal break, and one (1) paid fifteen (15) minute breaks. Pitman Schedule provisions are as follows:
  - 1. The Pitman Schedule requires an additional 104 hours of work annually. PSTs may choose compensation for the additional time as follows:
    - (a) Compensatory time at the rate of time and one-half; or
    - (b) Overtime pay at the rate of time and one-half; or
    - (c) Combination of six (6) months of compensatory time and six (6) months of overtime, both at a rate of time and one-half.



- (d) If a PST is unable to take his/her designated lunch, they will receive additional compensatory time of sixty (60) minutes.
2. PSTs requesting changes in the method of compensation for the additional hours shall make the request to the Operations Officer by May 31<sup>st</sup> for changes to be effective for July 1<sup>st</sup> and November 30<sup>th</sup> for changes to be effective for January 1<sup>st</sup>. Any failure to meet these deadlines will be deemed a waiver of the right to change the method of computation.
  3. Compensatory time shall be used in the same calendar year in which it is earned subject to permission by the Chief of Police to carry the compensatory time into the subsequent year.
  4. Overtime for PSTs working a Pitman Schedule is defined as all work in excess of a scheduled 12-hour workday and/or any work that is performed on a scheduled day off consistent with the annually posted 12-hour work schedule.
  5. All time off, including but not limited to compensatory days, holidays, personal days, vacation days, and sick days shall be accounted for in hours.
    - (a) Example 1. PST requests 3 vacation days. The PST will have 36 hours deducted from vacation time to fill the request.
    - (b) Example 2. PT requests 1 personal day. The PST will have 12 hours deducted from personal day time to fill the request.
  6. All holidays, personal days, vacation days, compensatory days and sick days which have been accrued while a PST was not on a Pitman Schedule are credited and carried forward in eight-hour days.
  7. All time relating to Public Safety Telecommunicators shall be calculated in hours, based on a 12 hour day and not days.

**Section 3. Overtime**

- A. After thirty-five (35) hours worked in a particular work week, the employee shall be paid one and one half (1 ½) his/her regular hourly rate.
- B. The Borough agrees to enforce exclusively 29 U.S.C. 207 et. seq., concerning overtime payments to bargaining unit employees. The Borough will endeavor to distribute separate checks for overtime on a bi-weekly basis, as soon as this Agreement is executed by both parties. This provision shall be adopted only as allowed by law.

**Section 4. Equitable Distribution of Overtime**

Overtime shall be distributed by the Director of the Department as equitably as possible among employees with the same classification through a seniority rotation.

**Section 5. Compensatory Time in Lieu of Overtime**

Employees may receive compensatory time off in lieu of overtime pay. Employees requesting compensatory time in lieu of overtime compensation must notify the Borough within one (1) pay period. Compensatory time shall not be unreasonably withheld.

**Section 6. Matrons And Public Safety Telecommunicators**

Matrons and public safety telecommunicators shall be paid a minimum of two (2) hours regular time pay when called into work outside of regularly scheduled hours and, in the case of public safety telecommunicators, if in addition to the regularly scheduled employee.

**Section 7. Hours for Records Support Technician & Administrative Assistant to the Chief of Police**

The following hours will apply for Records Support Technicians and Administrative Assistant to the Chief of Police:

|                             |                   |
|-----------------------------|-------------------|
| Monday, Wednesday, Thursday | 8:00am to 4:00pm  |
| Tuesday                     | 8:00am to 6:30pm  |
| Friday                      | 8:00am to 12:30pm |

**Section 8. Holidays During Vacation**

Holidays falling during vacation shall not be charged against available vacation time and shall be considered a paid holiday.

**ARTICLE 7**  
**RATES OF PAY**

**Section 1.**

See attached Salary Guide.

**Section 2. Clothing Stipend**

Clothing stipend shall be provided for Dispatchers and Records Technicians only.

- A. The employee shall receive a clothing stipend for each year of the contract beginning January 1, as follows:

|      |            |
|------|------------|
| 2025 | \$1,000.00 |
| 2026 | \$1,000.00 |
| 2027 | \$1,000.00 |

**Section 3. Higher Classification**

- A. Any full-time/part-time employee who is promoted by the Borough to a position higher than that in which they were previously working/assigned, either on a provisional or permanent basis, shall receive a new salary which shall be the greater of either the starting salary of the new position or the current salary of the employee plus \$2,000.00, during any calendar year in which the promotion occurs. A promotion shall not affect any annual increase to which the employee may be entitled. The differential shall be paid to the individual so long as they are in the promotional position, whether on a provisional or permanent basis. The promotional differential shall be forfeited on the date of title change in the event a provisional employee no longer holds the higher title.
- B. No employee shall suffer a loss of income as a result of the application of the salary schedules set forth in this agreement.
- C. Any employee who is temporarily assigned to a lower rate of pay (for the day) shall keep his/her current rate of pay.
- D. Any employee who is temporarily assigned to a higher rate of pay (for the day) shall be paid at the higher rate of pay for the day.

**Section 4. Holidays During Vacation**

Holidays falling during vacation shall not be charged against available vacation time and shall be considered a paid holiday.

**ARTICLE 8**  
**HOLIDAYS**

**Section 1. Holidays**

A. Employees in the Union shall be entitled to the following holidays with pay computed on the employee's regular straight time rate for eight (8) hours:

B. Paid holidays shall be:

New Year's Day  
Martin Luther King Jr's Birthday  
Lincoln's Birthday shall be celebrated on Presidents Day  
Good Friday  
Easter Sunday (Dispatchers only)  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day – Dispatchers only  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

**Section 2. Saturday or Sunday Holiday**

If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

**Section 3. Holidays During Vacation**

Holidays falling during vacation shall not be charged against available vacation time and shall be considered a paid holiday.

**Section 4. Working on a Holiday (Dispatchers Only)**

Any employee who works on a Holiday, shall be paid at two (2) times his/her hourly rate.

**Section 5. Overtime Computation**

Holidays shall be considered as time worked when computing overtime.

**ARTICLE 9**  
**VACATION**

**Section 1. Paid Vacation**

Vacation for new employees accrue from the date of hire through January 1<sup>st</sup> following the employee's anniversary date of hire. Thereafter, all vacation time shall be granted as of January 1<sup>st</sup> of each year according to the schedule below. Vacation shall thereafter be granted on a calendar year basis. For example, an employee hired on April 1, 2024 shall be placed on the 1-5 years schedule below effective January 1, 2026. On January 1, 2030, the employee shall be moved to 6-10 years and shall receive 15 vacation days for the calendar year.

A. All employees in the Union shall be entitled to vacation with pay in accordance with the following schedule:

|               |   |
|---------------|---|
| 0 – 1 year    | 1 working day per month of service          |
| 1 – 5 years   | 12 working days during each year of service |
| 6 – 10 years  | 15 working days during each year of service |
| 11 – 15 years | 18 working days during each year of service |
| 16 – 20 years | 20 working days during each year of service |

B. In addition, there shall be paid one (1) day for each year of service in excess of twenty (20) years of service to a maximum of twenty-five (25) days.

C. Before any employee shall take vacation, the employee shall receive prior written approval from their department supervisor, if they are in a department that has a supervisor, or the Borough Administrator or his/her designee. All requests for vacation must be submitted through the Borough's portal. Failure to obtain said approval and the subsequent taking of a vacation will result in disciplinary action.

D. Vacation days shall be used in full, or half (1/2) days increments only.

E. Up to seven (7) vacation days may be carried over to the following year. Any carried over vacation days must be used within one year.

**Section 2. Miscellaneous**

A. In the event an employee voluntarily leaves the employ of the Borough before the vacation period, the employee shall be compensated for any accrued vacation time that may be due to said employee with the above schedule.

B. Vacation days shall be paid at eight (8) hours at the employee's regular straight time rate.

C. With proper notification, vacation time shall be reasonably granted with seventy-two (72) hours' notice.

D. Any days rolled over due to business demands must be used in the next calendar year. If not used in the calendar year, they will not be paid out at year end. For example, 2024 unused time may be rolled over to 2025. If not used in 2025, this time shall be forfeited and not paid out.

**Section 3. Overtime Computation**

Vacation days shall be considered as time worked when computing overtime.



ARTICLE 10  
SICK LEAVE

Section 1.

- A. Each employee shall receive fifteen (15) paid sick leave days per year, accrued at a rate of one and one quarter (1 ¼) days per month. Such earned sick leave shall be cumulative from year to year. New employees shall accrue one (1) day per month until January 1<sup>st</sup> of the year following their anniversary date of hire.
- B. The parties to this Agreement do hereby agree that Sick Leave shall be administered in accordance with N.J.S.A. 11A:6-5, N.J.A.C. 4A:6-13 and 1.4 as well as all the Borough's policy concerning New Jersey Family Leave Act and FMLA. The parties agree sick leave law may only be used to:
- care for their own, or a loved one's, physical or mental health or injury
  - address domestic or sexual violence against themselves or a loved one
  - attend a child's school-related meeting, conference, or event
  - quarantine based on the advice of a health care provider or public health authority (including the quarantine required when return to New Jersey from certain states)
  - take care of their children when school or childcare is closed due to an epidemic or public health emergency.

Any Employee with an unplanned sick absence from work, notify their respective supervisor by telephone prior to your start time. Leaving a voicemail message for a supervisor who does not answer the telephone call constitutes proper notification. In the event you are unable to contact your supervisor and/or leave a message for your supervisor, you must then contact the public safety telecommunicator at (973) 835-0400. If for some reason this is not possible, as a third step only, you should then leave a message on the Borough's main phone line at (973) 835-0143, x. 222. The public safety telecommunicator and Borough main number should only be used as a back up and not as your first obligation, which again is to contact your immediate supervisor. As additional back up, an employee who for whatever reason is unable to follow the steps outlined above may then contact the Borough Administrator on his cell phone (862) 377-8612. Contacting the Borough Administrator is a last resort option. Failure to follow this protocol and/or to exceed the allotted number of sick days will constitute an unexcused absence.

- C. Regular and punctual attendance of employees is essential for the efficient operation of the business of the Borough. An employee who is suspected of abusing sick leave, is absent on sick leave for three (3) consecutive working days or has been absent on sick leave for an aggregate of more than 15 days in any 12-month period, shall be required to submit acceptable medical evidence substantiating the need for sick leave. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six-month period as per N.J.A.C. 4A:6-

1.4(e). Verification may also be required by the Borough pursuant to N.J.A.C. 4A:6-1.4(d), (e), (f), and/or (g).

## Section 2.

- A. Abuse of sick leave includes, but is not limited to excessive absenteeism, absences that precede or follow a vacation or holiday, unacceptable pattern of sick leave (e.g. repeatedly calling out sick on Mondays) and/or using sick leave for an unauthorized purpose.
- B. The Borough reserves the right to require proof of any need to take sick leave when an abuse of sick leave is suspected.
- C. Any employee who is suspected of an abuse of sick time may be required to present sufficient documentation substantiating the need for sick leave.
- D. Any employee returning to work after 3 consecutive sick days may be required to present medical documentations clearing the employee to return to work.
- E. Any violation of the Borough's sick leave policy and entitlement shall subject employees to discipline as follows:
  - First Offense: Verbal Warning
  - Second Offense: Written Warning
  - Third Offense: 2-day suspension without pay
  - Fourth Offense: 5-day suspension without pay
  - Fifth Offense: Discipline up to and including termination.

After the second offense in a calendar year, the Employer reserves the right to consider a reasonable look back period of three (3) years in determining the appropriate level of discipline. A doctor's note may be required on return to work for all sick days used on the day before and the day after all recognized Borough holidays or prescheduled vacations. None of the policies set forth herein preclude the affected employee and/or the Union from exercising their rights to grieve, dispute, litigate and/or appeal, through the collective bargaining agreement or other available legal means, the effect of Borough decisions based on these policies. Furthermore, the policies set forth herein do not abrogate the Borough's responsibility to follow the dictates, rules, and/or regulations of the New Jersey State Department of Personnel as to discipline of employees based upon these policies.

In emergency situations, an employee may be permitted to use emergency leave on a time for time basis, which shall be made up within ten (10) days at management's discretion.

## Section 3. Retirement

- A. Upon retirement from the Public Employees' Retirement System, employees shall be paid for unused earned sick leave at the rate of fifty percent (50%) for each day accumulated, up to a maximum of \$15,000.00 and in accordance with the State Law.
- B. Upon retirement from the Borough, after twenty-five (25) years of service in the Public Employee Retirement System and fifteen (15) years of service with the Borough of

Pompton Lakes, each employee shall receive those medical insurance benefits that they were receiving at the time of retirement from Pompton Lakes. Employees shall pay, in retirement, a contribution to healthcare premiums equal to the amount of their required contribution on the last day of their employment, during their retirement.

#### Section 4. Disability Compensation

Effective January 1, 1993 and thereafter, employees covered by this Agreement shall be provided with a Disability Compensation program. The type of program and level of coverage shall be as presently defined in the New Jersey State Temporary Disability Insurance Program. The Borough and each individual employee covered by this Agreement shall each pay one-half of the cost of the plan for that employee upon its implementation and throughout the term of coverage. The individual employee's share shall be paid through a payroll deduction or by direct billing by the Borough.



**ARTICLE 11**  
**PERSONAL LEAVE**

**Section 1. Personal Leave**

Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business.

- A. PSTs to receive three (3) 12-hour days for personal leave.

**Section 2. Approval of Personal Leave**

- A. Personal days shall be granted with 48 hours' advance notice, if possible. However, in the event of an emergency personal matter, the time off request must be submitted within one (1) day upon return to work.
- B. Personal days may be used in full or half (1/2) day increments.
- C. Application for personal leave must be in writing and submitted to the Borough at least one (1) day in advance, except in the case of an emergency. Personal leave must be with the approval of the Borough.
- D. It is understood that approval of personal leave will not be unreasonably withheld, although the Borough reserves the right to refuse a request due to business demands.
- E. Any unused personal leave days will be forfeited at year end.

**ARTICLE 12**  
**BEREAVEMENT LEAVE**

**Section 1.**

Absence due to death in the Employee's immediate family shall be allowed, with pay, for a period of five (5) work days in each such case. Such leave shall be continuous working days and not include holidays.

- A. Solely for the purposes of Bereavement Leave, the "immediate family" shall include husband, wife, child, parents, grandparents, sister, brother, or in-laws (mother, father, brother, and sister), domestic partner, civil union partners, adopted child, foster child, step parents, step child, grandchild, niece, nephew, uncle, and aunt.
- B. Employees may also be granted one day's unpaid absence in the event of the death of a relative of the Employee outside the Employee's immediate family as defined herein. Employees may elect to use a vacation or personal day.
- C. Reasonable verification of the event may be required by the Borough.
- D. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged, at the option of the employee, either as a personal day or vacation day.
- E. Leave granted and taken under this Article shall be in full or half (1/2) day increments only.
- F. PSTs to receive five (5) 12-hour days for bereavement for the persons identified in section A above.

**Section 2. Overtime Computation**

Bereavement days shall be paid at eight (8) hours the employee's regular straight time rate. Bereavement days shall be considered as time worked when computing overtime.

**ARTICLE 13**  
**JURY DUTY**

**Section 1.**

Employees summoned to serve on Jury Duty shall provide a copy of the summons to their supervisor within twenty-four hours of receipt of same. Employees summoned to serve on Jury Duty shall be granted leave and paid for up to three (3) days of service. Any monies received by the Court for service shall be turned over to the Borough. Any additional days needed to serve shall be granted on an unpaid basis. Employees must present their supervisor with proof of service for each day served.

**Section 2. Overtime Computation**

Jury Duty shall be paid at eight (8) hours the employee's regular straight time rate. Time served on Jury Duty shall be considered as time worked when computing overtime.

Jury Duty shall be paid at twelve (12) hours the Public Safety Telecommunicator's regular straight time rate. Time served on Jury Duty shall be considered as time worked when computing overtime.

**ARTICLE 14**  
**MEDICAL, DISABILITY, DENTAL AND LIFE INSURANCE**

- A. Active eligible employees shall receive medical benefits provided by the State of New Jersey Health Benefits Plan as may from time to time be offered, or a plan offered by the State of New Jersey of such other medical insurance provider. The Borough retains the right to change insurance carriers so long as benefits are provided comparable to the plans offered in this Agreement.
- B. The Borough shall pay the full cost of coverage provided to any employee who chooses such plan as set forth above which, at the time this Agreement is executed, is known as NJ Direct 15. Any employee who chooses a plan which is richer in benefits than NJ Direct 15, shall pay the difference in premium over and above the premium for NJ Direct 15 by way of payroll deductions evenly divided among all pay periods for the year of enrollment.
- C. In the event an employee chooses any plan which results in the assessment of a tax or penalty by the United States Government pursuant to the Patient Protection and Affordable Care Act or any other federal law or regulation, the amount of the tax or penalty shall be the responsibility of the employee and such tax or penalty shall be deducted from the employee payroll as set forth in B above.
- D. In addition to any other contribution to health insurance premiums set forth in this Agreement for coverage greater than NJ Direct 15 coverage, each employee shall be required to pay such contributions to healthcare premiums of 1.5% of base salary as established by NJSA 40A:10-21.
- E. Notwithstanding any other language of this Agreement to the contrary, at such time as any retiree becomes eligible for Medicare coverage, said retiree shall apply to enroll in Medicare Part A, and may apply to enroll in Medicare Part B and D at the election of the retiree, at which time the Borough shall be required to pay a premium equal to the premium for Part B coverage and Part D coverage, if elected by the retiree, and a base Medicare supplemental plan, subject to the contribution provisions set forth above. Failure to apply when eligible shall cause the termination of any obligation of the Borough to pay health insurance premiums on behalf of the retiree.
- F. Employees covered by this Agreement shall be provided with a Disability Compensation program. The type of program and level of coverage shall be as presently defined in the New Jersey State Temporary Disability Insurance Program. The Borough and each individual employee covered by this contract shall each pay one-half (1/2) of the cost of the plan for that employee upon its implementation and throughout the term of coverage. The individual employee's share shall be paid through a payroll deduction or by direct billing by the Borough.

- G. The Borough agrees to provide an opt out provision for employees covered by bona fide health plans from their spouse or other source as provided by statute and agrees to refund such percentage of the premium of the base plan being offered by the insurer as permitted by the laws of the State of New Jersey as same exist at the time this Agreement is executed or as same may be amended during the term of this Agreement, for which the employee is eligible, to the opting out employee, payable in equal installments by pay period during the course of the plan year, and as long as the employee is covered by such other coverage in a manner satisfactory to the Borough at any time requested but at least on the date of open enrollment each year.
- H. The Borough shall provide and pay the annual premium for a Life Insurance Policy in the amount of \$15,000.00 for each employee covered by this agreement and for each retiree receiving benefits under this Article. Employees hired on or after January 1, 2020 shall not be entitled to this benefit after retirement.
- I. The Borough shall provide dental insurance for all employees. If an employee opts for family dental insurance, the employee will pay the difference between single and family.
- J. Notwithstanding the above, Bargaining Unit Members have the option to enroll in NJ Direct 2035.
- K. Current Bargaining Unit Members enrolling in NJ Direct 2035 who were previously enrolled in NJ Direct 10, NJ Direct 15, Horizon HMO, or NJ Direct 2030 plan with a health reimbursement program 2025.
- L. Bargaining Unit Members hired after the effective date of this Sidebar Agreement have the option to enroll in NJ Direct 2035.
- M. For all Bargaining Unit Members that enroll in NJ Direct 2035, the Employer agrees to provide funds up to \$14,720.00 into a Health Reimbursement Account (HRA) for each employee regardless of their level of coverage (single, member/spouse, parent/child, or family).

**ARTICLE 15**  
**D.R.I.V.E.**

**Section 1. D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE (Democrat Republican Independent Voter Education). DRIVE shall notify the Employer of the amounts designated by each contributing employee that that are to be deducted from his/her paycheck on a week basis for all weeks worked. The Employer shall remit to DRIVE national headquarters, on a monthly basis, in one (1) check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's pay check. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**Section 2. Hold Harmless**

The Union and DRIVE agree to indemnify the Borough and to hold the Borough harmless for all monies which are deducted in accordance with DRIVE instructions, and, which are disputed by the involved employee. The Union, DRIVE, and, the employee further agree that all disputed deductions are to be resolved between the Union, DRIVE, and the employees themselves without the involvement of the Borough.

**ARTICLE 16**  
**GENERAL PROVISIONS**

**Section 1. Discrimination Laws**

- A. It is agreed that the Borough and Union will continue the practice of abiding by all State and Federal discrimination laws.. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, pregnancy, breastfeeding, gender identity or expression, sexual orientation, national origin, nationality or ancestry, disability or perceived disability, age, genetic, information, atypical hereditary cellular or blood trait, marital status/civil union status/domestic partnership, military status/service, or political affiliation.
- B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to from, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**Section 2. Entire Agreement**

No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

**Section 3. Union Bulletin Board**

The Borough shall provide reasonable bulletin board space for the posting of official Union notices.

**Section 4. Severability**

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereby the Union and Borough agreed to immediately negotiate a substitute for the invalidated portion thereof.

**Section 5. Safety and Health**

- A. The Borough shall at all times maintain a safe and healthful working condition, and will provide employees with any required, tools, devices, or personal protection equipment when required to ensure their safety and health.
- B. No employee shall be required to perform work that endangers his/her, or any other employee's health or physical safety, or under conditions which are in violation of the health and safety rules of any local, State, or federal health or safety laws.



## Section 6. No Strike or Lockout Provision

Neither the Union, employees, nor Borough shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout, or any other intentional interruption of work. If any person violates the terms of the no-strike clause, the Borough shall have the right to discharge or otherwise discipline such person. If an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, its officers, or members, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., either the concerted or planned failure to report for duty, or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of the Agreement.
- B. In the event of a strike, slow-down, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmation steps are necessary to prevent any strike, work stoppage, slow-down, walkout, or other job action against the Borough. In the event that any of the employees violate the provisions of this Article, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Borough, and use every means at its disposal to influence the employees to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek an obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.
- E. The Borough shall not "lockout" members of the bargaining unit on a concerted or discriminatory basis, as a means of bringing them to accept the Borough's terms.

## Section 7. Union Business Leave

Union members shall be granted time off for duty at full pay for all meetings between the Borough and the Union for purposes of negotiating the terms of an agreement, grievances, to discharge or otherwise discipline a member, or other Union business as authorized by the Borough, so long as the Borough can maintain efficient operations in the Department.

## Section 8. Working Temperature

- A. The Borough will, at all times, maintain a comfortable working temperature in all public buildings and offices for the employees working all shifts.

Section 9. Status Quo

Upon expiration of this Agreement, all terms and conditions shall remain frozen. Moreover, employees in the Union shall not receive an adjustment in his/her rate of pay until a successor Agreement is ratified by the Union and Borough.



**ARTICLE 17**  
**PERSONNEL FILES**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator, Administrative Aide or designee of the Mayor and Council, and/or Chief of Police, and may be reviewed by the mayor and/or Governing Body. There shall be only one (1) official personnel file for each of the members of the Union. All official documents shall be placed in that file only.
- B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file only. However, this appointment for review must be made through the Chief of Police, Borough Administrator, Administrative Aide, or his designated representative and the Chief of Police, Borough Administrator and/or designee shall be present during such review.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. Copies of a written complaint against any employee covered by this Agreement shall also be given to an officer of the Union.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless the Chief of Police of Borough Administrator in his sole discretion decides to remove a past disciplinary action. Removal of any material from the personnel file by any member of the bargaining unit shall subject that employee to appropriate disciplinary action.
- E. Only disciplinary citations arising out of Paragraph D shall be subject to the grievance procedure.
- F. Each employee shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to each employee.

**ARTICLE 18**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition of Grievance**

A grievance is defined as any difference of opinion, controversy, or dispute arising between the Borough and Union involving the interpretation or application of any provision of this Agreement.

**Section 2. Initiation of Grievance**

A grievance to be considered under this Article must be initiated in writing within ten (10) calendar days from the time when cause for the grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

**Section 3. Grievance Procedure**

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

**Section 4. Grievance Steps**

- A. **Step 1.** The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the immediate Supervisor. The Supervisor shall, within three (3) working days thereafter, give an oral decision on the grievance. The oral complaint and Supervisor's oral decision shall each be reduced to a writing and dated by the supervisor. The Writing shall include a detailed description of each party's position.
- B. **Step 2.** If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to a formal writing and the Shop Steward shall serve the same upon the Borough Administrator within five (5) working days of the supervisor's decision in Step 1. Dispatchers and Parking Violations Officer shall submit the same to the Chief of Police, within three (3) working days thereafter. A written decision shall be given to the Employee and Shop Steward within three (3) working days thereafter.
- C. **Step 3.** In the event the grievance is not satisfactorily settled, then the Borough and Union agree that within ten (10) calendar days either the Borough or Union may request the Public Employment Relations Commission (hereafter "PERC") to aid them in the selection of an arbitrator, according to the rules and regulations of PERC, who shall have the full power to hear and determine the dispute. The arbitrator's decision shall be final and binding.

**Section 5. Arbitrator's Powers**

The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

**Section 6. Arbitration Costs**

The cost of arbitration, other than the costs incurred individually by the Borough or Union in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Borough and Union.

**Section 7. Union Representative during Grievance**

The Union will notify the Borough, in writing, the names of its employees who are designated by the Union to represent employees under the grievance procedure.

**Section 8.**

All grievances must be submitted in writing, identify the grievant by name, set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific alleged action or failure to act, the date, the names of the person causing such action or failure to act, and the contract provision which is alleged to have been violated by same.



**ARTICLE 19**  
**SHOP STEWARDS**

**Section 1. Shop Stewards**

The Union may appoint one (1) accredited member to act as Shop Steward, and one (1) Alternate Shop Steward. It shall be his/her duty to receive complaints and dispose of them in the manner provided under the grievance procedure of the Agreement. It is the intention of the Borough and Union that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions, and intention of the Agreement, and to that end will cooperate with the Borough to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind except as set forth under the Agreement.

**Section 2. Discrimination**

The Shop Steward shall not be discriminated against because of his/her faithful performance of duties as such.

**Section 3. Authority**

The Authority of the Shop Steward and an Alternate, so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Agreement; or
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information: (1) has been reduced to writing; and (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Borough's business.

**Section 4. Investigations**

Shop Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

**Section 5. Arbitration Hearings and Union Functions**

The Shop Steward or his/her designated alternate will be permitted to attend arbitration hearings without loss of pay and up to five (5) days every two years to attend Union functions, including but not limited to, conferences, educational trainings, meetings, and negotiations during working hours with approval from the Borough. Said requests will be made in writing to the Borough.

**ARTICLE 20**  
**DISCIPLINE AND DISCHARGE**

**Section 1. Sufficient Cause for Discharge**

An employee shall not be discharged except for just and sufficient cause, except newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

**Section 2. Procedure for Disciplinary Action**

The procedure of taking disciplinary action or measure against any employee covered by this Agreement shall be set forth as follows in accordance with the New Jersey Administrative Code. Disciplinary action or measures shall be in a progressive manner. Notwithstanding, certain offenses are punishable without consideration for progressive discipline, including but not limited to intentional or reckless misuse or destruction of Borough equipment or property, being under the influence of alcohol, marijuana, or any illegal or controlled substance while at work, commission of crime, violation of the Borough's policy against harassment or discrimination, and violence in the workplace. In those cases, the Borough may implement whatever discipline it deems appropriate under the circumstances. The Union remains entitled to file a grievance with respect to any form of discipline imposed.

- A. The first step being a documented oral warning;
- B. Second step being a documented written warning;
- C. Third step being a documented unpaid suspension of no more than five days;
- D. Fourth step being a documented notice of termination through the service of a PNDA with the right to a hearing. Nothing contained herein prevents the Borough from electing to impose an unpaid suspension of more than five (5) days in lieu of termination. In that event, the suspension of more than five (5) days shall be documented with the service of a PNDA with the right to a hearing. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Discipline shall be imposed for just cause. The conduct for which discipline is imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including, whenever possible, the dates, times, and places. The employee and Shop Steward shall be provided with one (1) copy of the notice. Neither the supervisor nor the Union will interfere with witnesses. The Borough and Union will cooperate with disciplinary hearing procedures. There will be no intimidation of witnesses by either the Borough or Union. All disciplinary actions shall be documented and forwarded to the Shop Steward and/or Chief Shop Steward. At the employee's request, the Shop Steward and/or Chief Shop Steward must be present during the written and major disciplinary proceedings.



**Section 3.**

Excessive tardiness shall be defined as any permanent, full-time employee or permanent part-time employee, covered by this Agreement, who is late more than ten (10) minutes from the starting time on at least three (3) or more occasions in any rolling twelve (12) month period of time without authorization from the employee's supervisor or the Borough Administrator or designee, or justification acceptable to the Borough by the employee as to why they were tardy. Such tardiness will be subject to progressive disciplinary action according to the following schedule:

|                                       |                           |
|---------------------------------------|---------------------------|
| 4 times in any rolling twelve-months: | documented oral warning   |
| 5 times in any rolling twelve-months: | one-day suspension        |
| 6 times in any rolling twelve-months: | three-day suspension      |
| 7 times in any rolling twelve-months: | five-day suspension       |
| 8 times in any rolling twelve-months: | termination of employment |



## ARTICLE 21

### VACANCIES, PROMOTIONAL PROCEDURE, AND LAY-OFFS

#### Section 1. Promotional and Non-Competitive

- A. Promotional shall mean the advancement of an employee to a higher position, or the reassignment of an employee to a higher compensated position within the Union.
- B. Whenever an opportunity for promotion occurs, or a job vacancy is announced, other than a temporary position, a notice of such opening shall be posted on the Union Bulletin Board, stating the job classification, rate of pay, and the job qualifications. The opening shall be posted for no less than two (2) weeks.
- C. During this time period, employees who wish to apply for the open position may do so.

#### Section 2. Civil Service Examinations

Employees shall be afforded time off with pay to take open competitive and promotion examinations offered by the New Jersey Civil Service Commission.

#### Section 3. Classification Review

The classification and job description for employees covered by this Agreement shall be readily accessible for review by the Union.

#### Section 4. New Jobs or Vacant Jobs

- A. If new jobs are created or if permanent vacancies occur in a higher rated position, the Borough shall determine the qualifications required for the position, and shall determine which, if any, of the employees in the Union meet the qualifications.
- B. The Borough agrees to post a notice of such new jobs or vacancies on the Union Bulletin Board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate of pay, and when the job will be available. Union employees interested, to be eligible, must possess the qualifications as determined by the Borough, sign the notice, and submit a resume and cover letter to the Borough Administrator.
- C. Any employee so selected to fill such job shall be granted a trial period of up to ninety (90) calendar days. If it shall be determined by the Borough at any time within the first ninety (90) calendar days of the trial period or after five (5) working days in accordance with N.J.A.C. 4A:2-4.1 that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate of the job as of the day the person begins the trial period. If removed from the

position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned.

- D. No new employees shall be hired by the Borough in job titles where there have been layoffs, until all employees on layoff status in said job titles, who desire to return to work, have been recalled. If a recalled employee fails to return on the date of recall, the Borough shall have full discretion in filling the job title.
- E. In the event of a layoff, it will be done in reverse seniority order within the job classification.



**ARTICLE 22**  
**SEPARABILITY AND SAVINGS**

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 23**  
**FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

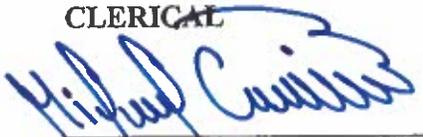


**ARTICLE 24**  
**DURATION OF AGREEMENT**

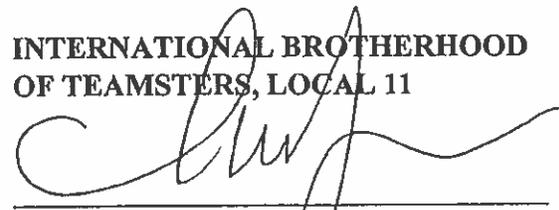
This Agreement shall be in full force and effect as of January 1, 2025 and shall remain in effect to and including December 31, 2027 without any reopening date.

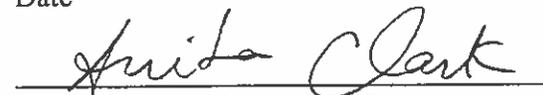
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Pompton Lakes, New Jersey this 9th day of JANUARY, 2025.

**BOROUGH OF POMPTON LAKES  
CLERICAL**

  
\_\_\_\_\_  
Michael Carelli, Administrator  
January 9, 2025  
\_\_\_\_\_  
Date

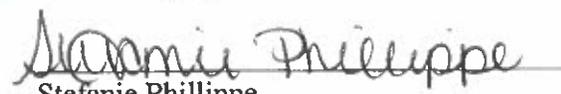
**INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, LOCAL 11**

  
\_\_\_\_\_  
Michael Curcio, President/Principal Officer  
1/2/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anita Clark, BA/Recording Secretary

**Committee:**

  
\_\_\_\_\_  
Sharon Sonne

  
\_\_\_\_\_  
Stefanie Phillippe

| POSITION:                                 | 2025         | 2026         | 2027         |
|---|--------------|--------------|--------------|
| Records Support Technician 1              | \$ 2,750.00  | \$ 3,000.00  | \$ 3,000.00  |
| Records Support Technician 2              | \$ 45,544.00 | \$ 48,544.00 | \$ 51,544.00 |
| Records Support Technician 3              | \$ 47,105.00 | \$ 50,105.00 | \$ 53,105.00 |
| Records Support Technician 4              | \$ 48,666.00 | \$ 51,666.00 | \$ 54,666.00 |
| Public Safety Telecommunicator            | \$ 54,000.00 | \$ 57,000.00 | \$ 60,000.00 |
| Senior Public Safety Telecommunicator     | \$ 50,000.00 | \$ 53,000.00 | \$ 56,000.00 |
| Public Safety Telecommunicator Supervisor | \$ 55,000.00 | \$ 58,000.00 | \$ 61,000.00 |
| Keyboarding Clerk 1                       | \$ 59,500.00 | \$ 62,500.00 | \$ 65,500.00 |
| Keyboarding Clerk 2                       | \$ 43,984.00 | \$ 46,984.00 | \$ 49,984.00 |
| Keyboarding Clerk 3                       | \$ 45,544.00 | \$ 48,544.00 | \$ 51,544.00 |
| Keyboarding Clerk 4                       | \$ 47,105.00 | \$ 50,105.00 | \$ 53,105.00 |
| Deputy Court Administrator                | \$ 48,666.00 | \$ 51,666.00 | \$ 54,666.00 |
| Violations Clerk                          | \$ 45,544.00 | \$ 48,544.00 | \$ 51,544.00 |
| Part-Time Public Safety Telecommunicator  | \$ 43,984.00 | \$ 46,984.00 | \$ 49,984.00 |
| Police Matrons                            | \$ 30.00     | \$ 30.60     | \$ 31.21     |
| Part Time Tax Clerk                       | \$ 25.80     | \$ 26.31     | \$ 26.84     |
| Part Time Keyboarding Clerk               | \$ 17.93     | \$ 18.29     | \$ 18.66     |
| Part-Time Records Clerk                   | \$ 17.93     | \$ 18.29     | \$ 18.66     |
| Redevelopment Agency Secretary            | \$ 17.93     | \$ 18.29     | \$ 18.66     |

| POSITION:                                | STIPEND:    |
|--|-------------|
| Tech. Assistant to Construction Official | \$ 1,750.00 |
| Technical Assistant to Tax Assessor      | \$ 1,750.00 |
| Secretary to the Police Chief            | \$ 8,500.00 |
| Registrar of Vital Statistics            | \$ 2,000.00 |
| Tax Search Officer                       | \$ 1,250.00 |
| Police Matron                            | \$ 1,500.00 |
| Redevelopment Agency Secretary           | \$ 2,250.00 |
| Shared Services - Riverdale T.A.C.O.     | \$ 2,000.00 |
| Shared Services - Dispatch Bloomingdale  | \$ 1,250.00 |
| Board of Health Secretary                | \$ 1,250.00 |

  
A.C. S.P.