



BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 25-61

TITLE:

RATIFY COLLECTIVE BARGAINING LABOR AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 11 (Department of Public Works)

WHEREAS, the International Brotherhood of Teamsters Local 11 are the local union representative for all Department of Public Works 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, 2027; 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, N.J.

Motion - by: Poldori Second - by: Kuhlberg

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kuhlberg	✓			
Hinton	✓				Poldori	✓			
Kent	✓				Venin	✓			
MAYOR (Tie-Break Vote): 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
Department of Public Works

January 1, 2025 through December 31, 2027

Michael Curcio
President/Principal Officer

Maryann Tittle
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	RECOGNITION	2
2	UNION SECURITY	3
3	CHECK-OFF UNION DUES	4
4	MANAGEMENT RIGHTS	6
5	SENIORITY	7
6	WORK WEEK	9
7	RATES OF PAY	12
8	HOLIDAYS	13
9	VACATION	14
10	SICK LEAVE	16
11	PERSONAL LEAVE	18
12	BEREAVEMENT LEAVE	19
13	JURY DUTY	20
14	MEDICAL, DISABILITY, DENTAL, AND LIFE INSURANCE	21
15	D.R.I.V.E	23
16	GENERAL PROVISIONS	24
17	PERSONNEL FILES	26
18	GRIEVANCE PROCEDURE	27
19	SHOP STEWARDS	29
20	DISCIPLINE AND DISCHARGE	30
21	VACANCIES, PROMOTIONAL PROCEDURE, AND LAY-OFFS	32
22	SEPERABILITY AND SAVINGS	34
23	FULLY BARGAINED AGREEMENT	35
24	DURATION OF AGREEMENT	36
	SIGNATURE PAGE	36
	SCHEDULE A	37
	APPENDIX A – JOB CONDITIONS	38

H.C.
Jr.

THIS AGREEMENT made and entered into on this day 1st 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 Department of Public Works (DPW).

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. RO-2023-027, all regularly-employed blue-collar employees, full-time/part-time, including but not limited to public works employees, truck drivers, laborers, 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, Court Administrator, Deputy Clerk, 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 2nd salary paid to each employee during the month and such deduction made the 1st 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 pay check 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.

- A. Which rights shall include the following rights without the limitations of the foregoing:
1. To manage and administer the affairs and operations of the Borough; and
 2. To direct the Borough's working forces and operations; and
 3. To hire, promise, and assign employees;
 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 responsibility of the Borough; and
 10. To hire all employees, and subject to the provisions or 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 regulations 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 conform 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 during any emergency or manpower shortage, 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 benefits of the public.

ARTICLE 5
SENIORITY

Section 1.

Seniority of a regular employee is to be determined by the length of service, computed in years, months, and days from the date of his/her employment. Upon successful completion of the probationary period, the probationary period will be counted toward seniority. However, in no case, will an employee be given permanent seniority status until after satisfactory completion of nine (9) months 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 Superintendent of Public Works, Borough Clerk, Administrator or Administrative Aide or a designee of the Mayor and Council and/or Chief of Police 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. 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. Supervision in the Department of Public Works shall not replace any employee on his job for over a period of four (4) hours if that employee is available for work.

Section 4.

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

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. Starting time: 6:30am - Finishing time: 3:00pm. Eight (8) hours per day with a one-half (1/2) hour unpaid lunch, and two (2) paid ten (10) minute breaks, except during summer hours (Memorial Day through Labor Day) when Starting time shall be 6:30am – Finishing time at 2:30pm with no lunch break and one twenty (20) minute break.
- C. Work hours for all employees shall be forty (40) hours.
- D. After forty (40) hours worked in a particular work week, the employee shall be paid one and one half (1 ½) his/her regular hourly rate.

Section 2. Overtime

Overtime shall be paid on the following basis:

- A. Overtime will be offered to qualified employees in the classification, based upon seniority with the least amount of hours worked first. If an employee rejects overtime, they are moved to the bottom of the list. If no employee in a classification can be found, the supervisor will then choose qualified employees. However, nothing shall prevent the Superintendent of Public Works or his authorized assistant from reassigning men/women to work overtime on an emergency basis.
- B. Any employee who works on a Borough designated Holiday, shall be paid at time and a half (1 ½) his/her hourly rate, except Christmas Day, Thanksgiving Day, or New Years Day which will be paid at (2) times his/her hourly rate, plus an additional paid day off.
- C. Any employee who works on the 7th day (or Saturday), shall be paid at one and one half (1 ½) times his/her hourly rate.
- D. Any employee who works on the 1st day (or Sunday), shall be paid at time and a half.
- E. The Borough agrees to enforce exclusively 29 U.S.C. 207 et. seq. concerning overtime payments to bargaining unit members.
- F. 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 3. DPW Emergency and Overtime Work

- A. Employees called into work on an overtime basis shall be given four (4) hours pay at one and one half (1 ½) time his/her hourly rate.
- B. Emergency basis shall be any time not continuous with the regular working hours. A person called in on an emergency basis shall be on stand-by for the four (4) hour period in the event he or she does not work the same time.
- C. The snow plowing and removal schedule is as follows:
1. For every four (4) hours of continuous plowing – one (1) hour of rest or pay for one (1) hour of rest will be permitted, at the employee's preference. Employee shall notify his/her supervisor when taking a break.
 2. A ten (10) minute break for every five (5) hours of work.
 3. All hours over sixteen (16) continuous hours shall be paid double time with paid meals during snow plowing. Notwithstanding any other language in this Agreement to the contrary, the payment of double time set forth in this paragraph shall be paid in such case to include where the work is contiguous to regular working hours.
 4. When an employee is required to work in excess of sixteen (16) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period and shall be granted an additional one-half (1/2) hour lunch period at no loss of pay for each five (5) hours over the above-mentioned sixteen (16) hours. The Borough shall provide food for all employees working in excess of sixteen (16) hours.
 5. All work prior to 6:30am starting time will be paid at one and one half (1 ½) the regular rate of pay.
- D. In the event a state of emergency is declared by the Governor, the Mayor, the Administrator, or the Borough Office of Emergency Management, DPW employees who are called into work overtime shall be paid two (2) times their regular rate of pay for such overtime work.
1. During snow events, flood events or other emergency if so declared as referenced above, attendance for those DPW employees called into service is mandatory subject to other provisions set forth herein and subject to penalty as hereafter set forth if in violation. If a DPW employee is on duty when a snow event, flood event or other emergency is declared, said employee must remain on duty until relieved by supervision or management or be subject to a penalty as hereafter set forth.

Section 4. Equitable Distribution of Overtime.

- A. Overtime will be offered to qualified employees in the classification with the least amount of hours worked first.
- B. Overtime distribution shall be within departmental lines only.
- C. In event any employee does not accept the overtime, his or her name will be placed at the bottom of such list as if they had accepted such request for overtime. Employees who do not answer a call or return a phone call within ten (10) minutes, will be deemed to have refused overtime.
- D. A list of employees, by seniority, will be posted in the DPW for reasons of overtime.

Section 5. Standby

- A. DPW employees shall be placed on a rotating basis list, by seniority, for standby for snow events, flood events or other declared emergencies based on job classification. During standby status, a DPW employee must respond, if called in, subject to the other provisions of this section. The Borough will use its best efforts to provide 36-hour notice to employees who will be notified of their standby status. Once placed on standby status, the employee shall be paid two (2) hours at regular pay whether called out or not. If called and there is no response from the employee, no standby pay is due or owing.
- B. If a standby DPW employee cannot respond to a call in due to illness, the employee must provide a physician's note for the failure to respond, must find a replacement, and will be charged two (2) hours of sick time. An employee who fails to respond for any other reason shall be docked pay and subject to disciplinary action.
- C. The penalties for failure to respond, provide a replacement, or a physician's note are as follows:
 - 1. 1st offense written warning
 - 2. 2nd offense 1-day suspension without pay
 - 3. 3rd offense 3-day suspension without pay
 - 4. 4th offense any form of discipline up to and including termination

When determining the appropriate level of discipline, prior offenses will carry forward from year to year and shall not be limited to a calendar year. If an employee is scheduled/signed up for standby or overtime event and then calls out sick or is otherwise unable to work, will be charged a sick, vacation, or personal day as appropriate.

ARTICLE 7
RATES OF PAY

Section 1.

See Schedule A for all rates of pay and increases through the term of this Agreement.

Section 2. 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 shall keep his/her current rate of pay.
- D. Any employee who is temporarily assigned to a higher rate of pay shall be paid at the higher rate of pay.

Section 3. Holidays During Vacation

Holidays falling during vacation shall not be charged as a vacation day and shall be charged as a 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:

Paid holidays shall be:

1. New Year's Day
2. Martin Luther King Jr's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. General Election Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

Section 2. Saturday or Sunday Holiday

If a paid holiday falls on Saturday, the preceding Friday shall be considered a holiday. If the holiday falls on a Sunday, the following Monday shall be considered a holiday.

Section 3. Holidays During Vacation

Holidays falling during vacation shall be paid at straight time and an additional day shall be attached to the vacation schedule.

Section 4. Working on a Holiday

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

A. All employees in the Union shall be entitled to vacation on a calendar year basis (except as noted below) 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. New employees shall accrue vacation according to the 0–1-year schedule noted above until January 1st following their anniversary date of hire. On January 1st following the anniversary date of hire, new employees shall be granted vacation according to the 1-5 years schedule noted above and each calendar year thereafter. For example, an employee hired on October 1, 2024 shall accrue 1 working day per month through December 31, 2025. On January 1, 2026, said employee shall be granted all vacation time for calendar year 2026 and each year thereafter.

D. Upon any separation of employment, any payout of vacation shall be based on an accrual method, not a grant. Any employee who has exceeded his/her allotted vacation time and then separates employment shall pay back to the Borough any time used not yet accrued.

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

F. Before any employees shall take vacation, the employee shall receive prior written approval from their department supervisor, who shall respond to the request within five (5) days.

G. Up to three (3) vacation days not used due to the Borough's denial of the employee's request to use vacation time shall be rolled over in the next calendar year only. In such an event, the rolled over vacation time must be used within the first six (6) months of the calendar year. Any vacation time not used in a calendar year that is either not caused by the Borough's denial of the request to use vacation time or represents a rolled over vacation day(s), shall be paid out at year end.

H. All vacation requests must be submitted no later than October 31st.

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 five (5) days' notice.

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 be granted fifteen (15) paid sick leave days on a calendar year basis (except as noted hereinafter). Such earned sick leave shall be cumulative from year to year. During the first year of employment, employees will accrue one (1) day per month until January 1st following their anniversary date of hire.
- B. The parties to this Agreement do hereby agree to the following policy/procedures for sick leave usage.

Section 2.

- A. Regular and punctual attendance of employees is essential for the efficient operation of the business of the Borough. For purposes of this policy, sick days are hereby defined as days for personal illness or injury of the employee, exposure to contagious disease (subject to doctor-written confirmation after three (3) days), care of, for a reasonable period of time, a seriously ill member of the employee's family member (parents, spouse, civil union partner, and children); and, in the case of a handicapped employee with the aid if necessary to function on the job. The Borough reserves the right to request medical documentation substantiating the need for sick leave when an abuse of sick time is suspected. Unless an abuse of sick time is suspected, a doctor's verification shall not be required unless the employee is or has been absent for three (3) consecutive days. Sick days may only be taken in accordance with this definition and may not be used as vacation or personal days.
- B. Any abuse of sick leave shall be ground for discipline. An abuse of sick leave is defined to include, but not limited to, taking sick leave for an unauthorized purpose demonstrating an unacceptable pattern of use of sick leave (e.g. pattern of using sick days on a Friday, use of a sick leave preceding or following a regularly scheduled day off or holiday, excessive amount of time in a single month, exceeding their allotted number of sick days in any calendar year without medical verification, etc.) The Borough reserves the right to require medical documentation substantiating the need for use of sick time when any abuse of sick leave is suspected.
- C. Employees found to be in violation of this policy shall be subject to the following discipline:
 - First Violation: Verbal warning
 - Second Violation: Written warning
 - Third Violation: Up to three days unpaid suspension
 - Fourth Violation: Up to five days unpaid suspension
 - Fifth Violation: Up to ten days unpaid suspension or termination of employment at management's discretion.

Management reserves the right to use a reasonable look back period of up to three (3) years when considering the appropriate level of discipline. Management will also consider any extenuating special circumstances on a case-by-case basis at its discretion.

- D. 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, 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.
- E. Sick days may be taken in increments of not less than two (2) hours only. 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.

Section 3. Retirement

- A. Upon retirement only, employees shall be paid any banked and unused sick time up to a maximum of fifteen thousand dollars (\$15,000.00). However, during the year of retirement, any payout of sick time accrued during the year of retirement shall be based upon accrual rate, and not a grant, for that date.
- 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. Overtime Computation

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

Section 5. 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 with approval from their supervisor.

Section 2. Approval of Personal Leave

- A. Unless business demands prevent same, Personal days shall be granted with two (2) days' notice.
- 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 two (2) days 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.

Section 3. Overtime Computation

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

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, and will not include weekend days.

- A. Solely for the purposes of paid 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.
- 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 with the option of using any available 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.

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 (24) hours of receipt of same. Employees summoned to serve on Jury Duty shall be granted leave and paid for up to thirty (30) 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.

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.
- 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 contract shall be provided with a disability compensation program. The type of program and level of coverage shall be as is presently defined in what is commonly known as the State of New Jersey Temporary Disability Program. The public employer and the individual employee shall each pay one-half (1/2) of the cost of this plan.
- 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, 2024 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 Direct2035.
- K. Current Bargaining Unit Members enrolling in NJ Direct2035 who were previously enrolled in NJ Direct10, NJ Direct15, Horizon HMO, or NJ Direct2030 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 Direct2035.
- M. For all Bargaining Unit Members that enroll in NJ Direct2035, 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. FUND

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

- A. The Borough agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democrat Republican Independent Voter Education (hereafter "DRIVE"). DRIVE shall notify the Borough of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked.. The Borough 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.
- B. 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. All previous benefits within the Agreement shall remain in effect. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin 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. Employee Benefits

No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are a benefit to all employees.

Section 5. 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 6. Safety and Health

- A. The Borough shall at all times maintain a safe and healthful working condition, and will provide employees with any required apparel, tools, devices, or personal protection equipment 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 7. 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.

Section 8. 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, so long as the Borough can maintain efficient operations in the Department.

Section 9. Working Temperature

- A. The Borough shall maintain a comfortable working temperature in all Borough owned vehicles and buildings.

Section 10. 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. Offenses shall be considered with a reasonable look back period of three (3) years.
- 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. Failure to initiate the grievance within the required time frame will be deemed to constitute an abandonment of the right to file a grievance or proceed with a grievance. The grievance shall contain a sufficient information putting the Borough on notice of (i) the employee impacted (ii) the date of the alleged violation (iii) a detailed description of what occurred and (iv) what section of the CNA is alleged to have been violated. For all steps referenced below, questions may be asked of the grievant concerning the grievance in the presence of the Shop Steward.

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 presented in writing and taken up orally between the employee, the Shop Steward, and the immediate Supervisor. The Supervisor shall, within ten (10) calendar days thereafter, give a written decision on the grievance.

- B. **Step 2.** If no satisfactory settlement is reached during Step 1, then such written grievance shall be served upon the Superintendent within five (5) calendar days. Within ten (10) calendar days thereafter, the Superintendent, at his/her discretion, may elect to hold a meeting with the employee and Shop Steward (or at employee's election another representative of the Union) in an attempt to resolve the dispute. A written decision shall be given to the employee and Shop Steward within ten (10) calendar days of receipt of the grievance, whether a meeting is held or not. Notwithstanding, the parties agreed to extend the time within which the Superintendent must issue a written decision when needed (e.g. meeting held on 9th day).

- C. **Step 3.** If the decision rendered by the Superintendent does not settle the grievance, within ten (10) calendar days thereof, of the grievance shall be served upon the Borough Administrator. The Borough Administrator may elect to hold a meeting with the employee or Shop Steward (or at employee's election another representative of the Union) or issue his/her written decision within ten (10) days of receipt of the grievance. Notwithstanding, the parties agree to extend the time within which the Administrator must issue a written decision when needed (e.g. meeting held on 9th day).
- D. **Step 4.** In the event the grievance is not satisfactorily settled by the decision of the Administrator, then the Borough and the 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.

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 if occurring during regular working hours. Such time spent in handling grievances during regular working hours 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 seven (7) days 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.

- A. The first step being an oral warning;
- B. Second step a written warning;
- C. Third step suspension; and
- D. Fourth step termination.

Notwithstanding the above, certain serious offenses are punishable without consideration for the progressive discipline including but not limited to violations of the Borough's anti-harassment policy, violence in the workplace, drug free workplace policy, intentional, or reckless misuse of property, committing of a crime for which the employee pled or is found guilty, etc.

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee, violation of any Borough policy, or any basis authorized by law. Where the supervisor seeks the imposition of suspension without pay, or dismissal from service, notice of such disciplinary action shall be made in writing and served upon the 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 reference dates, times, and places whenever possible. The employee shall be provided with one (1) copy of the notice. The Shop Steward and/or Chief Steward shall be notified in writing within twenty-four (24) hours of the name of the employee served with notice of discipline. Neither the supervisor nor the Union will interfere with witnesses. The Borough and Union will cooperate with disciplinary hearing procedures where applicable. 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 Steward. The Shop Steward and/or Chief Steward must be present during the issuance of a written warning, suspension, or any 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 five (5) minutes from the starting time on at least three (3) or more occasions in any one (1) calendar year without authorization from the DPW department head or designee or 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 one calendar year: | documented oral warning |
| 5 times in any one calendar year: | one-day suspension |
| 6 times in any one calendar year: | three-day suspension |
| 7 times in any one calendar year: | five-day suspension |
| 8 times in any one calendar year: | 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.
- C. Job vacancies will remain posted for twenty-one (21) calendar days.
- D. During this time, 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 sign the notice, and submit a resume and cover letter to the Borough Administrator. Preference will be granted based on departmental seniority provided the applicant has the necessary skill and ability to perform the work required.
- 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.
- E. In the event of a layoff, it will be done in reverse seniority order.

Section 5. No Subcontracting

Except during an emergency or manpower shortage, the Borough may not subcontract the provision of services contemplated in this Agreement without the prior written consent and approval of the Union, which shall not be unreasonably withheld. Despite any consent and approval granted by the Union in terms of this clause, the service provider remains solely liable for the performance of its obligations under this Agreement.

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
DPW**

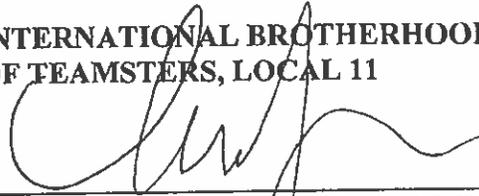


Michael Carelli, Administrator

January 9, 2025

Date

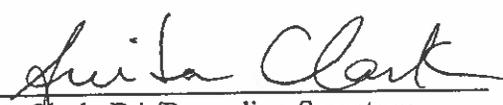
**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 11**



Michael Curcio, President/Principal Officer

1/2/2025

Date



Anita Clark, BA/Recording Secretary

Committee:



Jason Seminerio

SCHEDULE A

TITLES	NEW HIRE RATES CURRENT	2025	2026	2027
Laborer	\$41,234	\$43,000	\$43,000	\$43,000
Truck Driver Heavy	\$47,000	\$50,000	\$50,000	\$50,000

General Wage Increases: 1/1/2025 1/1/2026 1/1/2027
 \$4,000 \$3,750 \$3,750

Recycling Aides: 1/1/2025 1/1/2026 1/1/2027
 \$17.00 \$18.00 \$19.00

NOTES:

Established two (2) titles. Both are non-competitive Civil Service titles.

Recycling Aides brought above minimum wage rate.

\$2,000.00 Heavy Equipment Operator stipend. To gain the equipment operator stipend, an employee must be proficient with the use of a backhoe and with either the tractor or the bobcat.

\$2,000.00 one-time increase to base salary for any employee who reaches twenty (20) years of service with the Borough. Increase granted on hire anniversary date.
 Remove all other existing stipends in current contract.

During 1st year of service with the Borough, and upon obtaining CDL driver's license, employee will move to Truck Driver Heavy title at an annual starting salary of \$50,000.00.

\$1,000.00 stipend for existing employees as of January 1, 2025, who receive/have CDL Driver's License. Stipend does not count towards new employees moved from Laborer to Truck Driver.

APPENDIX A
JOB CONDITIONS

Section 1. Transfers

Transfers within departments will be at the discretion of supervision, subject to bidding procedures, departmental policy and Civil Service Rules and Regulations.

Section 2. Clothing Allowance

A. DPW employees shall be required to wear the following uniform at all times while on duty.

1. Steel toed safety work shoes
2. Short sleeve shirts
3. Long sleeve sweatshirts
4. Long pants or short pants
5. Work gloves
6. Safety glasses
7. Safety vests
8. Rain gear and rain boots when appropriate

B. The employee shall be responsible to provide and maintain all clothing and equipment set forth herein. DPW employees are required to wear clean clothing with "Borough of Pompton Lakes" printed thereon and legible to the general public. The employee shall receive a clothing allowance for each year of the contract beginning January 1st, but no later than March 1st as follows:

2025	\$1,150.00
2026	\$1,300.00
2027	\$1,450.00

- C. A boot stipend of \$175.00, issued no more than twice annually, shall be provided for the duration of this Agreement.
- D. If a replacement is necessary, the employee shall be reimbursed for an additional pair of boots upon submitting a receipt.
- E. Safety equipment such as gloves, respirators, and such other items as determined by the Borough, including but not limited to work boots, shall be provided at the sole cost of the Borough.

Section 3. 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 4. Replacement and Reassignment

No employee shall be replaced on his or her job for more than four (4) hours at one time provided an employee in the proper classification is available. Nothing is to prevent supervision from placing an employee on the job for any length of time where there is no work in his or her classification in the Department of Public Works.

Section 5. 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.

Section 6. Warm Weather Clothing

Employees must wear DPW branded clothing shirts at all times. Employees shall be permitted to wear short pants.