

**BOROUGH OF ELMWOOD PARK
DEPARTMENT OF PUBLIC WORKS
SALARY CONTRACT**

THIS AGREEMENT, commencing on the 1st day of January 2012 and terminating on the 31st day of December 2013, by and between the Borough of Elmwood Park in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter, the "Borough," and the Elmwood Park DPW employees represented by Teamsters Local 560, hereinafter referred to as the "Employees" or the "Union"

Witnesseth

That the parties have agreed to the following terms and conditions affecting rates of pay and terms and conditions of employment as follows:

**ARTICLE I
RECOGNITION**

SECTION I - CERTIFICATION - COMPOSITION OF UNIT

The Borough hereby recognizes Teamsters Local Union No. 560 affiliated with the International Brotherhood of Teamsters, 707 Summit Avenue, Union City, New Jersey as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Public Works Repairers, Laborers, Mechanics, and Senior Repairers employed by the Department of Public Works of the Borough, (hereinafter referred to as "Employees"), excluding the Superintendent of Public Works and the Supervisor.

**ARTICLE II
WORK WEEK AND HOURS OF EMPLOYMENT**

SECTION I - WORK WEEK

The workweek shall consist of five (5) days, forty (40) hours, Monday to Friday.

SECTION II - HOURS OF EMPLOYMENT

The hours of work shall be from 7:00 am to 3:30 pm. Each Employee shall be entitled to one half-hour (30) for lunch from 12:00 p.m. to 12:30 p.m.

Each Employee shall be entitled to two (2) rest periods of fifteen (15) minutes each per workday, with the first rest period to be taken to be taken between 7:00 a.m. and 9:00 a.m. and the second rest period to be taken at any time after 1:00 p.m.

SECTION III- PAY DAYS

Employees shall be compensated on a biweekly basis at the end of a normal two (2) week period or ten (10) workday period. There shall be twenty-six (26) paydays per year. Payday shall fall on every other Thursday unless otherwise designated by the Borough Clerk.

SECTION IV — SEASONAL REPLACEMENT WORKERS

During each year of this Agreement, the Borough shall be entitled, in its discretion, to hire a maximum of six (6) casual replacement workers, in accordance with past practice, to supplement the DPW workforce.

Seasonal replacement workers shall be employed on a temporary basis each year. The hours of employment for seasonal replacement workers shall be from 7:00 a.m. to 3:30 p.m. or on an "as needed" basis, in the discretion of the Borough. Compensation to be provided to seasonal replacement workers shall be at the discretion of the Borough. Seasonal replacement workers may also be utilized, at the discretion of the Borough, in the case of an emergency need.

Compensation paid to seasonal replacements shall not count towards any pension credit. Employment as a seasonal replacement worker shall not entitle such seasonal replacement workers to any of the benefits or compensation provided to Employees under this Agreement or under the civil service laws. Similarly, work as a seasonal replacement worker shall not accrue any "service credit" towards ultimate employment by the DPW. Such casual replacement workers shall not be utilized to offset overtime earning opportunities for "regular list" employees.

ARTICLE III OVERTIME AND REPORTING PAY

SECTION I - OVERTIME

An Employee shall be compensated at the rate of one and one half (1 1/2) times said Employee's regular hourly rate for all hours worked in excess of eight (8) hours per work day during any five (5) day work week and for work performed on other days not included in the Employee's regular work week, including holidays.

An Employee shall be compensated at the rate of one and one half (1 1/2) times the regular hourly rate, and shall also receive holiday pay, for working on a holidays or holidays as set forth herein shall be included in the computation of the regular workweek for overtime purposes, but sick days shall not be included.

Overtime shall be equitably assigned to Employees who are available and have the ability to perform work. Employees who have called out sick shall not be called out for overtime.

SECTION II - "MAN OF THE WEEK"

In the event that an Employee is designated "Man of the Week", he shall receive in addition to his regular salary for that week the sum of \$125.00 together with the right to utilize, at his discretion, a Borough truck for local use and a cellular telephone. The "Man of the Week" shall have the right to trade or forfeit his designated week(s) to another Employee within the department.

The "Man of the Week" shall be contacted by the Supervisor in the event the Supervisor determines that work is required to be performed. Under circumstances calling for the work services of the Man of the Week, the Supervisor shall not perform any work recognized as bargaining unit work.

The "Man of the Week" shall have the right to designate anyone he wishes, utilizing the seniority roster, to work if called out. Prior to any changes in this designation being made, both notice to the supervisor and qualifications to perform the job is required. The "Man of the Week" on New Year's Day, Thanksgiving Day and Christmas Day shall receive an additional day's pay in addition to his or her normal rate of pay for that day.

In order to be eligible to be designated "Man of the Week," an Employee shall be required to possess a Commercial Drivers License.

SECTION III - REPORTING PAY

Employees called out in emergency situations shall be credited with a minimum of four (4) hours compensation at the rate set forth in Article III, Section I herein but in no event shall an Employee receive Compensation at said rate for less than the actual hours worked. This section shall apply to any Employee called in agency situations including the "Man of the Week".

In the event that a second emergency occurs within the first four (4) hours of an emergency for which an Employee is called to respond, the Employee shall not be entitled to receive an additional four (4) hours overtime compensation for the second emergency. If the subsequent emergency causes the Employee to work in excess of four (4) hours from the beginning of the initial emergency, the Employee shall be paid for the actual hours worked over the initial four (4) hours at the standard overtime rate. The parties agree that there is to be no "double counting" of overtime.

**ARTICLE IV
SALARIES**

SECTION I - RATES OF PAY

All employees covered under this Agreement shall receive the following increase to their base wages:

2012	\$1,450.00
2013	\$1,450.00

Effective January 1, 2012, the starting salary shall be \$30,000.00 per year.**

SENIOR PUBLIC WORKS REPAIRER	\$77,121.33
PUBLIC WORKS REPAIRER	\$75,748.86
LABORER	\$30,000.00 to \$73,830.06
MECHANIC	\$30,000.00 to \$75,748.86

**New employees hired between January 1, 2012 and the ratification of this contract will be subject to the terms and conditions of this new contract, including the \$30,000.00 starting salary. New employees hired between January 1, 2012 and the ratification of this contract will have their first salary increase effective January 1, 2014.

SECTION II- LONGEVITY

In addition to an Employee's annual salary, an Employee shall be entitled to a longevity pay in accordance with the following table:

Years of Service	Days Annually
3 to 5	1
6 to 8	2
9 to 11	3
12 to 14	4
15 to 20	5
21 to 23	6
24 and over	8

SECTION III -- HOLIDAY DURING VACATION OR WHILE ON SICK LEAVE

In the event an official holiday falls during an Employee's vacation, the Employee shall be entitled to an additional vacation day. If an official holiday shall occur while an Employee is on sick leave, the holiday shall not be charged against his sick leave and shall be observed in lieu of sick day.

SECTION IV- PERSONAL DAYS

An Employee shall be entitled to designate one (1) day per year as a personal day for which he will be compensated at his regular rate of pay and one (1) which he will not be required to work; said day being the equivalent of a holiday. If an Employee shall give forty-eight (48) hours notice to the Borough of his designation of a day as his personal day, he shall be permitted to use that day as such.

SECTION V- CLOTHING ALLOWANCE

Each Employee shall receive a clothing allowance of \$600.00 each year for the years 2012 and 2013. Said clothing allowance shall be paid on or before May 1st of each calendar year. Each employee shall be required to wear the official DPW uniform during all work hours, including during overtime and holiday work hours.

SECTION VI - TEMPORARY TRANSFER

The Borough shall have the right to assign an Employee to work at another classification on a temporary basis without changing the employee's permanent classification. Any Employee who is transferred temporarily under this section to a higher classification for ten (10) consecutive work days shall be compensated at the rate of pay for said higher classification while working under the higher classification. An Employee who is transferred temporarily to a lower classification continue to be compensated at the rate of pay for his permanent higher classification.

**ARTICLE V
HOLIDAYS**

SECTION I - DAYS OBSERVED AS HOLIDAYS

DPW Employees shall receive as "Holiday Pay" eight (8) hours pay at their regular rate of pay for all holidays listed below. The following days shall be the officially observed holidays:

1. New Year's Day
2. Martin Luther's King Day
3. Lincoln's Birthday – Floater Holiday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
10. Election Day – Floater Holiday
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. One (1) Personal Day

SECTION II- SUBSTITUTE HOLIDAY OBSERVANCE

In the event that any of the above holidays fall on a Sunday, it shall be observed the following Monday. In the event that any of the above holidays fall on a Saturday, it shall be observed as the preceding Friday. Holidays observed on a Friday or a Monday shall be compensated as set forth herein.

**ARTICLE VI
VACATIONS**

SECTION I - QUALIFICATIONS FOR VACATION

Employees hired prior to December 31, 2011:

Years of Service	Vacation Days Due
1 to 5	12
6	13
7	14
8	15
9	16
Upon completion of 10th year	21
Upon completion of 11th year	21
Upon completion of 12th year	22
Upon completion of 13th year	22
Upon completion of 14th year	23
Upon completion of 15th year	23
Upon completion of 16th year	24
Upon completion of 17th year	24
Upon completion of 18th year	25
Upon completion of 19th year	25
Upon completion of 20th year & thereafter	30

The following vacation schedule shall apply to all employees hired after January 1, 2012:

Years	Vacation Days Due
1	1 day per month worked
2	12 working days
3	12 working days
4	12 working days
5	12 working days
6	13 working days
7	14 working days
8	15 working days
9	16 working days
10	17 working days
11 or more	20 working days

SECTION II - VACATION SCHEDULES

The present practice of qualifying for vacation shall continue. A vacation "bid list" will be posted by January 2nd of each year. The bid list will be taken down at 3:30 p.m. on March 31st of that year. From January 2nd through March 31st, all Employees may bid for vacation time in order of seniority. If any Employee fails to do so, or fails to specify desired vacation time prior to the removal of the list, seniority shall no longer apply as to that Employee's selected vacation days of choice.

A maximum of three (3) Employees shall be permitted to take their respective vacation time during the same period of time during the period from April 1st through October 31st. A maximum of two (2) Employees shall be permitted to take their respective vacation time during the same period of time during the period from November 1st through March 31st.

Prior approval for any deviation from the schedule herein shall be obtained from the Superintendent. Notice to the Superintendent of two (2) weeks shall also be required if the employee requests more than five (5) consecutive days of vacation. An employee shall be entitled to vacation schedules provided the same does not conflict with the work schedule and is approved by the Superintendent of Public Works. No more than ten percent (10%) of the DPW workforce may be permitted to be on vacation during the same time, except as may otherwise be set forth herein.

Vacation may be accumulated from one (1) year to the next year, but no employee be permitted to carry over more than one (1) year's allotment of vacation days.

ARTICLE VII LEAVE OF ABSENCE AND SICK LEAVE

SECTION I - DEATH IN IMMEDIATE FAMILY

The borough shall grant straight time paid leave to an employee for the length of a funeral, up to a maximum of three (3) days, for the purpose of attending the funeral and burial of a member of the employee's immediate family, unless the employee is granted additional time by the Municipal Clerk due to extenuating circumstances. An employee's family shall include his:

1. Only Spouse
2. Child
3. Parent
4. Brother
5. Sister
6. Mother-in-Law
7. Father-in-Law
8. Step child
9. Brother-in-Law
10. Sister-in-Law
11. Other such relatives residing with the employee at time of his or her death.

SECTION II-GENERAL LEAVE OF ABSENCE WITHOUT PAY

A DPW employee may apply to the Mayor and Council in writing for a leave of absence period not to exceed six (6) months (which may be extended thereafter for an additional six (6) month period at the discretion of the Mayor and Council.) for convalescent purposes resulting from illness where the employee has exhausted his accumulate sick and vacation leave, or for other good and sufficient personal reasons requiring such leave other than illness, where his vacation leave has been exhausted. The Mayor

and Council shall act promptly upon the request and provide an explanation for any denial, therefore, which denial shall not be unreasonable.

SECTION III- TIME OF APPLICATION

All applications for leave shall be made whenever possible, well in advance of the time tended to commence so that the Borough may make arrangements with respect to the performance of the employee's job operation during the leave. Except for sick leave or death leave, applications for leave of absence shall be made in the form prescribed by the Borough.

SECTION IV - SICK LEAVE

An employee shall be entitled to fifteen (15) days off with pay during each calendar year of his employment with the Borough for sick leave. The sick leave so provided is to be solely utilized when the employee becomes so incapacitated by sickness or injury that he to perform the functions of this classification or is quarantined by a physician as the result of exposure to a contagious disease, Sick leave benefits not used during the calendar year may be accumulated for actual use sick leave during employment without limitation. The employee shall receive one (1/2) half of accumulated sick benefits up to up to a maximum of sixty (60) of sixty (60) days upon separation from employment for retirement by payment in one (1) lump sum immediately after the employee's termination or retirement.

**ARTICLE VIII
TERMINAL LEAVE**

All employees that desire to enter into retirement shall receive terminal leave immediately prior to said retirement providing said employee notifies the Borough prior to February 15th of the year he intends to retire. P.E.R.S. will then be notified and the application of the employees will be processed. Such leave shall be compensated at the following rate:

The following shall apply to employees hired prior to December 31, 2011:

Years	Terminal Time Due
1 to 7 years	1 month
8 to 14 years	2 months
15 to 21 years	3 months
22 years & over	4 months

The following shall apply to employees hired after January 1, 2012:

Years	Terminal Time Due
1	No payment
2	No payment
3	No payment
4	No payment
5	No payment
6	No payment
7	No payment
8	No payment
9	No payment
10	1 month's pay

11	1 month's pay
12	1 month's pay
13	1 month's pay
14	1 month's pay
15	1 month's pay
16	1 month's pay
17	1 month's pay
18	1 month's pay
19	1 month's pay
20 or more	2 month's pay

In addition to the leave granted above, each employee shall receive remuneration for one (1/2) of all accumulated sick days immediately prior to retirement to each employee with a maximum accumulation of sixty (60) working days in a one (1) lump sum payment.

HEALTH SAFETY

SECTION I -- SAFETY AND HEALTH COMMITTEE

The parties hereto recognize the importance of safety provisions for the welfare of the Public Works Department employee and the protection of Borough property and do hereby establish for the duration of this Agreement a "Safety and Health Committee" (the "Committee"). The Committee shall consist of one (1) Borough employee, who is not a member of the Bargaining Unit, appointed by the Mayor and Council and approved by the Bargaining Unit, and one (1) DPW Employee. The Committee shall investigate, discuss and submit recommendations to management calculated to relieve any unsafe or unhealthy conditions that may exist and to promote the effective maintenance and protection of the Borough property. Upon submission of the recommendations to the Mayor and Council, the Borough agrees to give fair and reasonable consideration to the same and to make a reasonable effort to improve any dangerous or unhealthy conditions which it may find to exist. The Committee shall also make recommendations to management concerning the adoption of safety rules, which when adopted by the Borough, shall be observed by the Public Works Department employees. The parties also agree to the following:

- (a) No employee shall be required or permitted to work in excess of sixteen (16) hours in any given twenty-four (24) hour period without taking a mandatory eight (8) hour rest period. The aforementioned eight(8) hour rest period shall be required to be taken off-site and not on premises owned by the Borough. The parties hereto agree to cooperate in connection with the drafting and promulgation of a Policy relating to this provision.
- (b) There shall be no less than two (2) employees assigned to a large sander truck and to Truck 10 monster truck at any given time.
- (c) All newly hired Employees shall be required to possess a valid commercial drivers license and shall be required to maintain the same in full force and effect and good standing throughout their employment. All current employees possessing a commercial drivers license shall be required to maintain the same in full force and effect and good standing throughout their employment.
- (d) All Employees are to be trained in the operation of all equipment.

(e) All Employees are to be provided with proper personal protection/safety equipment. Any employee not wearing or utilizing such safety equipment under circumstances calling for the use of the same shall be subject to penalty.

SECTION II - PHYSICAL EXAM

All new employees hired by the Borough shall receive a complete physical examination at no cost to them.

SECTION III - MEDICAL COVERAGE

The Borough shall contract with an insurance carrier to provide for the employee's medical coverage under the State Health Benefits Plan. The Borough agrees that when an employee retires, pursuant to the present retirement schedule as established by the Borough, the Borough will continue to provide such coverage under the State Health Benefits Plan for said retiree and/or his spouse, for life, providing he has twenty-five (25) years of service in the P.E.R.S. in accordance with Chapter 11 of the State of New Jersey.

SECTION IV - INSURANCE

All insurance policies or their equivalent, which existed on December 31, 2002, shall be continued in full force and in effect during the term of this Agreement. Each employee covered under this Agreement shall be enrolled in a Dental and Prescription Plan to become effective upon the execution of this contract. The parties agree to maintain enrollment of all DPW employees in a Drug Prescription Insurance Program, the premiums for which shall be paid by the Borough.

The required statutory amount shall be deducted from the employee's salary as a benefit contribution as per the current New Jersey state law in effect at the time of the ratification of this Agreement.

SECTION V - EYE CARE

Each employee covered herein shall be entitled, upon presentation of a voucher to reimbursement for eye care expense on the following basis: \$150.00 (employee and/or family).

The parties understand and agree that in the event an eye care program is improved for other Borough employees, then this contract shall be reopened for purposes of negotiations between the parties of this Agreement as to this particular benefit.

ARTICLE X GRIEVANCE PROCEDURE

SECTION I - PURPOSE

The purpose of the grievance procedure shall be to settle all grievances between the Borough and the DPW employees as quickly as possible as to insure efficiency and promote the employees' morale.

SECTION II-DEFINITION OF GRIEVANCE

A grievance is defined as any disagreement between the Borough and the DPW employees or the Bargaining Unit, involving the interpretation, application or violation of this Agreement, or the policies and administrative decisions affecting an Employee or group of Employees.

SECTION III - PROCESSING GRIEVANCES

All grievances shall be processed within a fourteen (14) calendar day period as follows:

Step One: Any employee or group of employees with a grievance shall verbally communicate the grievance to the supervisor or Department Head who will discuss the matter with the Municipal Clerk. He or she may be represented by a member of their union. Should the union decline to represent the employee, the employee shall have the right to proceed without such representation. The supervisor or Department Head will communicate the decision to the employee and the union within two (2) working days.

Step Two: If the employee is not satisfied with the decision of the supervisor or Department Head, the employee may appeal the decision and submit a written grievance to the Municipal Clerk detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting the Borough Attorney, as appropriate, the Municipal Clerk will render a written decision to the employee within five (5) working days after receipt of the written grievance.

Step Three: If the employee is not satisfied with the decision of the Municipal Clerk, the employee may appeal the decision and submit a written grievance to the Mayor and Council, through the Municipal Clerk, detailing the facts and the relief requested along with all previous writing on the matter. The decision in Step Two will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step Two decision. Within the next twenty (20) days, the Borough Council may conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the union of such decision immediately thereafter and forward them a copy of its determination.

Step Four: If the employee is not satisfied with the decision of the Mayor and Council, the employee may appeal the decision to an arbitrator appointed by the Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final, non-binding decision, which decision shall neither modify, add to nor subtract from the terms of this agreement and the references policies. The decision shall be rendered within thirty (30) days after the completion of the hearing but shall not be binding on either party. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

These limitations do not apply to employee complaints made under the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy or the Whistle Blower Policy.

ARTICLE XI MISCELLANEOUS

SECTION I - PERSONNEL POLICY

Upon the adoption by the governing body of the personnel policy, said policy shall immediately be forwarded to the Union and must be mutually agreed to by the parties prior to implementation.

SECTION II- DEROGATORY INFORMATION

An employee shall have the right to receive a copy of any derogatory report to be hereafter placed in his personnel file, the right to review his personnel file, and the right to protest and/or contest its content through the grievance procedure.

**ARTICLE XII
ENTIRE AGREEMENT**

The parties execute this contract after full and complete collective bargaining in accordance with the laws of the State of New Jersey. This Agreement represents the complete agreement between the parties and both parties agree that the terms and conditions of employment are governed exclusively by this contract superseding any past agreements except that said contract shall not serve to abridge or terminate any rights or privileges previously afforded to the employees by any past practices. Any change, modification, or addition to the terms and conditions of employment set forth herein may only be accomplished in writing upon agreement between the Borough and the Union.

The parties do further represent and agree that there are no causes of action or claims outstanding, one against the other, as of the date of signing of this Agreement, except as herein stated, and this Agreement shall be an estoppel with respect thereto. Any matters that may be pending in arbitration between the parties at effective date of this agreement shall remain unaffected.

There shall be no estoppels or waiver or any rights, which may exist with respect to, or arising from compensable injuries or any lawsuits between the Bargaining Unit employees and the Borough, which may be presently pending.

**ARTICLE XIII
PROVISIONS OF ORDINANCES**

Any provisions of the Ordinance of the Borough, which are in conflict with the provisions of this Agreement, shall not be applicable to this Agreement.

It is the belief of the parties herewith that each and every provision of this Agreement is in conformance with the applicable laws of the State of New Jersey and of the United States of America. Should it hereafter be determined that it would be a violation of any legally effective governmental or State Order or statute to comply with any provisions, a provision will be made for the purpose of making them conform to the law. It is further agreed that all other provisions of this Agreement shall not be affected by a defective provision contained herein.

**ARTICLE XIV
UNION**

SECTION I - DUES

The Borough shall deduct Union dues, in accordance with state statutes and the billing sheets provided by the Union and remit said sums so deducted to the Treasurer of the Union.

SECTION II- MEMBERSHIP

Any new Employee shall join the Union with thirty (30) days of initial employment. The Union may revise its initiation and dues fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to said fees shall continue beyond the termination date of this Agreement as long as the Union remains the majority representative of the employees in the unit provided that no modifications made in this provision by a successor agreement between the Union and the employer.

SECTION III - AGREEMENT BETWEEN THE BOROUGH AND THE UNION

The Union agrees that will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

IN WITNESS HEREOF, the parties make and enter into this Agreement and we, their duly authorized and empowered representative have hereunto set our hands and seal this 16 day of May, 2012

THE BOROUGH OF ELMWOOD PARK

By: Richard A. Mola
Richard A. Mola, Mayor

Attest:

[Signature]
Keith Kazmark, Borough Clerk

TEAMSTERS LOCAL 560

By: Charles M. DiAngelo
Ken Bolger

Attest:

[Signature]