

**AGREEMENT**

**BETWEEN**

**BOROUGH OF LAVALLETTE**

**AND**

**TEAMSTERS LOCAL UNION NO. 469  
LAVALLETTE PUBLIC WORKS**

**January 1, 2021 – December 31, 2024**

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## **PREAMBLE**

1. This Agreement entered into by the Borough of Lavallette, located in Ocean County, New Jersey, hereinafter referred to as the "Employer", and Lavallette Public Works/Teamsters Local Union No. 469, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

2. The effective date of this contract shall be the date a final agreement is reached, except that for purposes of the wages to be paid to members of the Union, this Contract shall be retroactive to January 1, 2021, except as otherwise specifically set forth herein.

## **ARTICLE 1 - RECOGNITION**

1. The Employer recognizes Lavallette Public Works/Teamsters Local Union No. 469 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include. This recognition however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303 and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

2. The Bargaining Unit shall consist of all blue-collar employees.

3. Excluded from the Bargaining Unit are:

- a. Confidential employees within the meaning of the Act.
- b. Managerial Executives.
- c. Clerical.
- d. Police Officers.
- e. Professionals.
- f. Seasonal employees.

## **ARTICLE 2- CHECK-OFF**

1. The Employer agrees to deduct monthly union membership dues from the pay of employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Union together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of succeeding month after such deductions were made.

2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

3. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

### **ARTICLE 3 - BILL OF RIGHTS**

To ensure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in the Agreement, if the employee so chooses to have such.

2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing, if the employee so chooses to have such.

3. No employee shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

4. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of exercise of his rights under this Agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of employees including, but not limited to, establishment of reasonable work rules; rights of hiring; suspending; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling to determine the standards of selection for employment; of maintaining the efficiency of the operation and technology of performing its work; establishing contracts or subcontracts for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members; of determining the methods, means and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to the New Jersey Civil Service Commission regulations and any other applicable law or provisions of this Agreement.

### **ARTICLE 5 - HOURS OF WORK**

#### September 15 to May 15

1. The regular workday for all employees shall consist of eight (8) consecutive hours, exclusive of meal periods, and shall run from 7:00 a. m. to 3:00 p. m.

2. The regular workweek shall consist of five (5) regular consecutive workdays, Monday through Friday.

3. The regular hours of work shall not be changed until the Union Representative has been notified and given the opportunity to discuss the reasons for the change.

4. No person shall be required to change his regular hours of work until the Union representative has been notified and given the opportunity to discuss the reason for the change.

5. Employees shall be entitled to a fifteen (15) minute rest period during the morning unless an emergency occurs.

6. There shall be a fifteen (15) minute afternoon break or a fifteen (15) minute wash-up time at the end of the workday.

#### May 16 To September 14

1. The regular workday for all employees shall consist of eight (8) consecutive hours, exclusive of meal periods.

2. The regular workweek shall consist of five (5) regular workdays.

3. The regular hours of work shall not be changed until the Union representative has been notified.

4. No person shall be required to change his regular hours of work until the Union representative has been notified.

5. Employees shall be entitled to a (15) minute rest period during the morning unless an emergency occurs.

6. There shall be a fifteen (15) minute afternoon break or a fifteen (15) minute wash-up time at the end of the workday.

#### **ARTICLE 6 - SENIORITY**

1. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a full time employee.

2. The Employer shall maintain an accurate up-to-date seniority roster showing date of hire, classification and pay rate of each employee covered by this Agreement, and the Employer shall furnish copies of the same to the Union upon reasonable request.

3. Promotions shall be determined according to the New Jersey Civil Service Commission Regulations; however, in case of provisional promotions, seniority and qualifications shall be considered equally.

4. Layoffs shall be in accordance with the New Jersey Civil Service Commission Regulations.

5. Recalls shall be in accordance with the New Jersey Civil Service Commission Regulations.

6. An employee breaking service with the employer shall retain his seniority for a period of six (6) months.

#### ARTICLE 7 - WAGES

1. Schedules of salaries and wages for employee covered by this Agreement with various levels of wages, dependent upon years of employment with the Borough is established for job classifications and is made a part of this Article and is attached to the Agreement as follows:

Schedule A – Current Employees Who Are at the Final Step of their Respective Salary Guide as of January 1, 2014;

Schedule B – Current Employees Who Are Not at the Final Step of their Respective Salary Guide as of January 1, 2014. In addition, add the title Truck Driver and will remain on the level with Repairers, Laborers and Gardeners (Schedule B-1); and,

Schedule C – New Employees Who Are Hired On or After January 1, 2016. In addition, the title Truck Driver will remain on the level with Repairers, Laborers and Gardener (Schedule C-1).

2. All employees hired prior to January 1, 2014 who are in this final step of their respective salary guide category shall receive an annual two point ninety (2.90%) percent increase, effective January 1<sup>st</sup> of each contract year. In order to be eligible for retroactive payments (2021 and 2022), the respective employees must be in the active payroll of the Borough as of July 6, 2022.

3. For those employees hired prior to January 1, 2014 who are not in the final step of their respective salary guide, they shall receive the following increases:

For calendar years 2021, 2022, 2023 and 2024, they will move one (1) step on their respective salary guide.

4. Therefore, in accordance with the provisions of Section 2 above, members of the bargaining unit who are in the final step of their respective salary guide shall be governed by the provisions of Schedule A during the term of this Agreement. Those bargaining unit members

governed by the provisions of Section 3 above shall be governed by the provisions of Schedule B during the term of this Agreement.

5. For the employees hired on or after January 1, 2016, their salaries will be governed by the provisions of Schedule C, which is attached. They will move from step to step pursuant to current practice.

6. In the event that the Supervisor of any department is absent for a period of more than two (2) weeks, the employee supervising the Department in his absence shall receive an additional five per cent (5%) of his pay scale for the period of time that he supervises. This additional pay shall be retroactive to the day that he began supervising the Department.

7. When a bargaining unit member moves from one job title group to another job title group, they will start at Step 1 of the new job title group, or the next step on the new job title group that is at least Four Thousand Five Hundred (\$4,500.00) Dollars higher than their previous salary step in the former job title group. (Example: In 2022, a Repairer in Schedule B-1 at Step 10 (\$66,700.00) becomes a Senior Repairer in Schedule B-2, the employee would be placed at Step 8 of Schedule B-1 (\$71,638.00)).

8. When another bargaining unit member fills in and performs the work of a Truck Driver for longer than five (5) consecutive work days in that position, only pertaining to the time directly attached to filling that vacancy, that employee shall receive the truck driver pay differential for time spent in the position.

9. If the wage progression of the Steps should occur that an employee in Schedule B is earning more than an employee in Schedule A serving in the same title, the employee being paid pursuant to Schedule A shall have their wages (from Schedule A) increased to match the employee's salary in Schedule B.

#### ARTICLE 8 – DISABILITY COVERAGE

The Borough of Lavallette agrees to cover employees covered by this Agreement with disability insurance. The employees shall contribute up to one-third (1/3) of the costs of the disability coverage through payroll deduction to the maximum employee contribution mandated in the NJ Disability Plan.

The Plan Design shall be as follows:

	<u>Benefit</u>	<u>Maximum</u>
Weekly Indemnity	67% of weekly salary	\$1,000.00/week
Cause	Non-occupational Causes Only	
Benefits Begin	8 <sup>th</sup> day for accidents 8 <sup>th</sup> day for sickness	
Pregnancy	Covered as any illness	

Duration of Benefits            26 weeks

#### ARTICLE 9 - OVERTIME

1. Overtime shall be considered all time worked in excess of an employee's forty (40) hour work week. For any overtime relating to water, sewer and electric utilities operated by the Borough, the employee may elect to receive compensation at the rate of one and one-half (1 1/2) hours of compensatory time off for each overtime hour worked, at the discretion of the employee. If the employee requests compensatory time, that time will be taken anytime during the year at a mutually scheduled time.

2. For all work performed on a Sunday or Holidays, except for Sundays and Holidays during the period from May 16th through and including September 14th, an employee shall be compensated at the rate of twice (2x) his normal rate of pay and in cases where such work is performed on a holiday, he shall also receive his holiday pay, provided that the employee works the next scheduled work day. All work performed on a Sunday or Holiday during the period from May 16th through and including September 14th shall be compensated at the rate of one and one-half (1 1/2) plus Holiday pay in the instance where the work is performed on a holiday, provided the employee works the next scheduled work day.

3. All hours worked between midnight and 5:00 am shall be paid at the rate of two (2x) times the employee's hourly rate of pay.

4. Overtime work shall be voluntary, except in cases of emergency, and it shall be offered on a voluntary basis first at all times.

5. Overtime work shall be distributed as equally as possible among qualified members of the Bargaining Unit. Overtime shall be offered to all qualified full-time employees prior to offering overtime to seasonal workers.

6. The Employer shall post a list of employees and overtime worked upon reasonable request of the Union.

7. Overtime shall be paid currently or at least no later than the second (2<sup>nd</sup>) pay period after the overtime was performed.

8. All paid time off shall be considered time worked for the purpose of computing overtime.

9. Employees who work overtime through a regular meal period shall be entitled to a meal allowance of Five (\$5.00) Dollars for breakfast and dinner. For the purposes of this clause, normal meal time shall be defined to be 6:00 a.m. to 7:00 a.m. for breakfast and 5:30 p.m. to 6:30 p.m. for dinner. In the event that an employee shall not work overtime during these hours, but shall nevertheless work six (6) straight hours of overtime, then the employee shall, in any event, receive compensation for one (1) meal.



10. Cash payment shall be made for all unused compensatory time which has been accumulated for a period of two (2) years prior to retirement, death, resignation, or separation due to a reduction of the overall work force for economic reasons.

11. During December of each calendar year, the Borough may elect to pay the employee for any unused compensation time. Any compensation time left at the end of each year may be carried over to the next year to the extent permissible under any State or Federal law.

#### ARTICLE 10 - CALL-IN-TIME

1. Any employee who is requested to and does return to work during periods other than his regularly scheduled shift shall either receive compensation for such hours worked at the rate of one and one-half (1 1/2) times his normal rate of pay or shall receive one and one-half (1 1/2) hours of compensatory time-off for each hour worked, at the discretion of the Employer.

2. The employee shall be guaranteed either a minimum of three (3) hours at time and one-half (1 1/2) his normal rate of pay or four and one-half (4 1/2) hours of compensatory time off at the discretion of the Employer, regardless of the number of hours actually worked.

3. The provisions of paragraph 2 of this Article shall not apply to periods which directly precede a work shift by less than two (2) hours.

4. When an employee shall be allowed compensatory time off pursuant to the provisions of this Article, the scheduling of such compensatory time off shall be subject to the approval of the Superintendent of Public Works.

#### ARTICLE 11 - HOLIDAYS

1. The following shall be paid holidays for all employees covered by this Agreement:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the Employee's option, subject to the approval of the Superintendent of Public Works, based upon the needs of the Department.

3. To be eligible for Holiday pay, an employee must work or be on an approved leave the last working day prior to the Holiday and the first working day after the holiday. Approved leave consists of sick, vacation, compensation and personal time.

#### ARTICLE 12 - PERSONAL DAYS

Employees employed by the Employer shall receive personal days in accordance with the schedule listed below:

YEARS EMPLOYED	NUMBER OF PERSONAL DAYS
After 1 through 6	1
After 6 through 12	2
After 13	3

#### ARTICLE 13 - VACATIONS

Vacation leave will be granted to each full-time employee in hours on the following basis:

1. For an employee with no more than twelve (12) months of service ---- one (1) day, in hours, for each calendar month employed.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years----- twelve (12) working days, in hours, per year (96 hours).

3. For an employee who has served four (4) years and one (1) day up to a total of eleven (11) years-----fifteen (15) working days, in hours, per year(120 Hours).

4. For any employee who has served eleven (11) years and one (1) day up to a total of nineteen (19) years----- nineteen (19) working days, in hours, per year (152 hours).

5. For an employee who has served nineteen (19) years and one (1) day----- twenty-five (25) working days, in hours, per year (200 Hours).

6. For the purpose of calculating vacation time, years of service shall mean years of service as of January 1st of the current year of employment.

7. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

8. Each employee shall be informed of accrued vacation leave through utilization of the Borough's computer system. Any employee leaving the service of the Borough shall be paid unused vacation time on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the employee's last pay along with any other unearned leave that the employee has utilized.

#### ARTICLE 14 - SICK LEAVE

1. Employees shall be entitled to the following number of sick days with pay:

A. One (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 13th next following such date of appointment.

B. Fifteen (15) sick days leave with pay for each calendar year thereafter.

C. Unused sick time shall be accumulated from year to year.

2. A total of thirty (30) days of accumulated sick leave will be paid to the employee upon retirement, resignation in good standing after ten (10) years service or in case of death. Payment shall be made to the estate of the employee in the case of death. Any employee hired on or after May 21, 2010 shall be capped at Fifteen Thousand (\$15,000.00) Dollars.

3. If an employee is discharged for cause, the employee shall not receive any accumulated sick leave or payment therefor.

4. An employee may use sick leave for reasons of illness or illness in the immediate family or for any personal medical appointments for which doctor's note will be submitted and notification will be in accordance with Section 8 of this Article.

5. An employee must notify the Superintendent of Public works between 7 A.M. and 7:15 A.M. that the employee intends to use a sick day.

6. If an employee is absent for more than five (5) consecutive working days, the Employer may require proof of illness from a physician.

7. Employees shall be entitled to sell back all or any portion of their unused sick time earned during the calendar year, provided that any sick days taken during the year shall be deemed to be taken against the sick days earned during that year. Sick days earned prior to January 1, 1982 may not be sold back. An employee choosing to sell back unused sick time for any year shall notify the Municipal Clerk by November 1 of that year and payment shall be made by January 15 of the following year. In respect of the provisions above, any employee hired on or after May 21, 2010 shall not be entitled to the provisions of this paragraph.

#### ARTICLE 15 - DEATH IN FAMILY

1. A leave of absence with pay, up to and including three (3) days may be granted to an employee desiring such leave because of death in the immediate family. Two (2) additional days with pay shall be granted if the funeral or burial service takes place outside the State of New Jersey.

2. For the purpose of clarification, immediate family shall include the following: mother, father or parental guardian, brothers and sisters, spouse, children, grandmother and grandfather, mother-in-law and father-in-law, brother-in-law and sister-in-law.

#### ARTICLE 16 - LEAVE OF ABSENCE

1. An employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness, education or other reasons deemed appropriate at the discretion of the Governing Body; provided, however that the employee shall not accept or engage in employment during the period of such leave of absence.

2. At the expiration of such leave, the employee shall be returned to the employee's former position, and receive all increases in benefits granted during the leave of absence.

3. Seniority shall be retained and shall accumulate during medical or active military duty leave. However, seniority shall be retained but shall not accumulate during any other leave.

4. Any employee who is granted a leave of absence will continue to be covered under Medical Benefits Program of the Borough, provided the employee makes arrangements to pay the insurance premiums to the Borough.

#### ARTICLE 17 - HOSPITALIZATION AND MEDICAL BENEFITS

1. The Employer agrees to provide to all employees covered by this Agreement and their eligible family members an insurance plan. Effective January 1 2014, all employees shall be covered by the provisions of Ch. 78, P.L. 2011, including all applicable retirees. For purposes of this Article, base salary is the amount on which pension contribution is based (or would be if the employee is enrolled). An employee, who opts out of the health benefit program, will not be requested to make said contributions during the time period in which he or she is not enrolled.

Effective January 1, 2018, all bargaining unit members shall contribute towards their health insurance based on a Tier 3 percentage (%) established under Ch. 78, P.L. 2011. Any bargaining unit members hired on or after January 1, 2022 shall be enrolled on Horizon Direct 15.

2. The Borough of Lavallette hereby agrees to contribute the sum of \$955.00 per month for employees covered by this Agreement to Local 469's Welfare Fund for the purpose of furnishing benefits to the unit employees. (January 1, 2021 rates)

The monthly contribution rate shall be \$257.00 for retirees (as per section 3). (January 1, 2021 rates)

The Fund is located at 3400 Highway 35, Suite #8, Hazlet, New Jersey 07730.

Local 469 agrees that the Borough of Lavallette shall not be charged any welfare fund premium increase during the term of this Agreement greater than that charged to any other public employer participating in the Local 469 Welfare Fund.

Payment of prescription benefits for unit retirees shall be covered through the State Health Benefits Plan. Dental and Vision Coverage shall remain through the Local 469 Welfare Plan.

The Fund shall provide Prescription Drug Coverage, Dental and Vision coverage for covered employees and their eligible dependents. The Fund will also cover participant employees with Life Insurance of \$15,000.00 and \$15,000.00 AD&D. Said Life insurance and AD&D shall be reduced at certain ages as outlined in the employee's current coverage. An explanation of the benefits shall be provided to the Borough and to each covered employee.

The Employer agrees to be bound by the Trust Agreements of the Welfare Fund and to any of the amendments that may be made from time to time. By reference hereto, the Trust Indentures is made part of this Agreement. The benefits of the Health and Welfare programs contributed to by the Employer for the employees covered by this Agreement shall be those formulated by the Trustees of the respective plan.

The insurance carrier shall be selected by the Employer, provided however, that the new policy provides coverage at least equal to the benefits under the current plan.

3. Payments of Health Insurance premiums, upon retirement, shall be made for medical benefits through the New Jersey State Health Benefits Plan pursuant to the provision of Chapter 88, Public Laws of 1974. The service year's requirement shall be the same as contained in the aforementioned law. Premiums for the Dental, Vision and Life Insurance shall also be remitted for qualifying employees. Prescription coverage which shall be provided for the retiree under the N.J. State Health Benefits Plan.

## ARTICLE 18 - WORKER'S COMPENSATION

1. An employee shall not be required to utilize sick leave during the period of disability and shall be reimbursed for any sick leave used for this purpose.

2. It is the intention of this Article that the Employer shall be obligated during the period of disability to pay a sum equal to the employee's full salary less any disability benefits paid by the worker's compensation insurance carrier.

## ARTICLE 19 - CLOTHING MAINTENANCE ALLOWANCE

1. Each employee shall receive safety shoes.

2. Each employee shall receive uniforms to be supplied by the Employer. This will include pants, shirts, and outer clothing. Exchanges shall be made on a one for one basis as needed for reasonable wear and tear.

3. Employees shall be required to wear the uniforms supplied by the Employer. If any employee comes to work without the proper uniform the employee will be sent home and lose one day pay.

4. Each employee shall receive an annual clothing maintenance allowance of Seven Hundred Dollars (\$700.00), less all applicable deductions. Retroactive to January 1, 2022, each employee shall receive an annual clothing maintenance allowance of Seven Hundred Fifty (\$750.00) Dollars, less all applicable deductions. Effective January 1, 2023, each employee shall receive an annual clothing maintenance allowance of Eight Hundred (\$800.00) Dollars, less all applicable deductions.

5. The clothing maintenance allowance shall be paid on or before June 1 of each year.

## Article 20 - DISCIPLINE AND DISCHARGE

1. There shall be no disciplinary action except for just cause.

2. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.

3. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with the reasons therefor.

4. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure, except that any discipline subject to an appeal to the New Jersey Civil Service Commission shall be to the Commission rather than arbitration. The appeal shall be instituted at a level of grievance procedure deemed appropriate under the circumstances. The employee shall have the right to present evidence and testimony and to cross-examine witnesses.

5. Any employee who is charged with any motor vehicle violation other than a parking violation shall immediately notify the Superintendent of Public Works if it involves a Borough vehicle. Any employee who is charged with any Federal/State/local offense or learns that they were driving a Borough vehicle without a driver's license shall immediately notify the Superintendent of Public Works, whether such offenses occurred off duty or on duty. Any employee who has their driving privileges suspended must report this to the Superintendent of Public Works. Should it be found that an employee drove a Borough vehicle during the period of his/her suspension, he/she shall be subject to immediate dismissal.

#### ARTICLE 21 - GRIEVANCE PROCEDURE

For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation or improper application of the terms of this contract or denial of legal rights. The following procedure shall be used to effect settlement of grievances.

##### Step 1

- a. The grievant shall attempt to resolve the grievance verbally with the person's immediate Supervisor within ten (10) working days of the incident.
- b. The Supervisor will answer or settle the matter within seven (7) working days of receipt of the grievance.

##### Step 2

- a. The grievant may appeal to the Superintendent of Public Works within seven (7) working days after the expiration of Step 1.
- b. The Superintendent will answer or settle the matter within seven (7) working days after the receipt of the grievance.

##### Step 3

- a. The grievant may appeal to the governing body at the next scheduled Council meeting, provided a minimum of ten (10) working days notice of such appeal be given to the governing body. The meeting will either be closed session or open at the option of the grievant.
- b. The governing body shall answer the grievance within seven (7) working days after such meeting.
- c. If the aggrieved person is not satisfied with the disposition of the grievance by the governing body, the grievance may be submitted to arbitration within twenty (20) working days after the expiration of Step 3.

d. Within ten (10) working days after written notice of submission to arbitration, the Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of Public Employment Relations Commission (PERC) in the selection of an arbitrator.

e. The Arbitrator so selected shall confer with the representatives of the Employer and Union, hold hearing promptly and issue a decision not later than thirty (30) working days from the date of the close of the hearings, or if the oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted. The Arbitrator's decision shall be in writing and set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any recommendation which requires the commission to an act prohibited by law or which requires the commission to an act prohibited by law or which is violative of the terms of this contract.

f. The Arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted, and consider no other (s),

g. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

h. The award of the Arbitrator on the merits of any grievance within the Arbitrator's jurisdiction and authority as provided in this Agreement shall be binding.

i. The cost of the Arbitrator's fee shall be shared equally by both parties.

j. Nothing in the Article shall be construed to deny the grievant the right of appeal to any appropriate body.

k. A working day, for the purposes of this Article, shall be defined as the normal business day of the office of the Borough Clerk.

## **ARTICLE 22 - POSTING OF VACANCIES**

At least ten (10) working days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post the vacancies on the bulletin board. In addition the Employer agrees to post notification of positions advertised and tests to be given for positions within the Borough. The Employer agrees to give preference to existing employees. A working day, for the purposes of this Article, shall be defined as the normal business day of the office of the Borough Clerk.



## ARTICLE 23 - GENERAL PROVISIONS

1. All employees shall be supplied with accurate job descriptions.
2. The Employer agrees to keep an accurate, up to date record of unused vacation time and sick time for all employees.
3. Employees shall be reimbursed for the cost of job related courses provided that the courses and all costs are approved in advance, and provided that the courses are successfully completed.
4. It is agreed that representatives of the Employer and Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance.
5. Employees shall be reimbursed for the additional cost of procuring and/or maintaining their Commercial Drivers Licenses (CDL).
6. All employees hired on or after January 1, 2018 shall be in possession of their CDL at time of hire or obtain same within six (6) months of hire. Failure to obtain same within said period shall be cause for termination of employment of the employee.
7. A new employee's pre-employment application, pre-employment physical examination results (if required), letters of reference and any other support documents are to be included in the personnel file. Employee attendance records are maintained indefinitely by the Borough. All other personnel records are maintained for six (6) years after an employee terminates and may then be destroyed. The employee has the right to duplicate these records prior to the file being purged. The Borough may remove any records permitted by law before the employee reviews a file. An employee may file a written response to any memorandum or document, which is derogatory or adverse. Such response will be included in the personnel file attached to the document in question. An employee may request a copy of any material in the file. Personnel records will not be released or subject to inspection without written permission of the employee with the exception of information or documents within personnel records, which are considered public records pursuant to Executive Orders or State law.

## ARTICLE 24 - UNION BUSINESS AND VISITATION

1. Officers of the Local Union may, during working hours and without loss of pay:
  - a. Investigate and confer on grievances and disciplinary actions;
  - b. Post notices on the Union bulletin boards;
  - c. Meet and confer with representatives of Teamsters Local Union No. 469.

2. Representatives of Teamsters Local Union No. 469 may enter the Employer's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions. The visitation shall only be allowed after the supervisor of the particular work location is notified of the visit.

3. Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the Employer's facility and the right to conduct Union business during working hours shall not be abused.

4. The Employer shall maintain a bulletin board in the employee locker room for the exclusive use of the Union. Said notices for the bulletin board shall either be on Union letterhead or signed by the Union representative or Shop steward. There shall be no inflammatory, derogatory or offensive motives/remarks placed on said bulletin board.

#### **ARTICLE 25 - EQUAL TREATMENT**

All employees shall be treated equally regarding terms and conditions of employment, and there shall be no discrimination on account of race, religion, color, sex/sexual orientation, age, nationality, marital status, political affiliation, union membership or union activities.

#### **ARTICLE 26 - STRIKES AND LOCKOUTS**

In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided that the Employer the grievance procedure for which provision is made herein; and the Employer shall not cause a lockout.

#### **ARTICLE 27 - DRIVE AUTHORIZATION AND DEDUCTION**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks work" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. 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.

#### **ARTICLE 28 - SAFETY AND HEALTH**

The Employer shall at all times maintain safe and healthful working conditions and provide employees with any wearing apparel, tools or devices reasonably necessary in order to

insure their safety and health. "Wearing Apparel" shall mean rain gear, rubber boots, coveralls and gloves.

#### ARTICLE 29 - SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be in violation of any law, then in such event, such clause or clauses only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

#### ARTICLE 30 - DISTRIBUTION OF AGREEMENT

The Union shall be responsible to distribute this Agreement to all employees in the bargaining unit. A copy of the Agreement shall be provided to the employees no less than thirty (30) days after signing this Agreement.

#### ARTICLE 31 - TERMINATION AND EXTENSION

1. This Agreement shall be in effect from the date it is signed through December 31, 2024.

2. Negotiations for a successor Agreement shall be commenced in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and deals this 27 of Sept., 2022.

ATTEST:

BOROUGH OF LAVALLETTE


  
DONNELLY AMICO  
BOROUGH CLERK

  
WALTER LACICERO  
MAYOR

ATTEST:

LAVALLETTÉ PUBLIC WORKS-  
TEAMSTERS LOCAL UNION  
NO. 469

\_\_\_\_\_  
DATED: \_\_\_\_\_

BY:   
Christina Montorio  
Recording secretary  
8/18/2022

Schedule A (Current Employees - Final Step of Guide)		2020	2021	2022	2023	2024
Repairer	Step 20	\$77,832	\$80,089	\$82,412	\$84,802	\$87,261
Truck Driver	Step 20	\$77,832	\$80,089	\$82,412	\$84,802	\$87,261
Laborer	Step 20	\$77,832	\$80,089	\$82,412	\$84,802	\$87,261
Gardener	Step 20	\$77,832	\$80,089	\$82,412	\$84,802	\$87,261
Sr. Repairer	Step 18	\$84,414	\$86,862	\$89,381	\$91,973	\$94,640
Supervisor Public Works	Step 18	\$93,260	\$95,965	\$98,748	\$101,611	\$104,558
Mechanic	Step 18	\$84,414	\$86,862	\$89,381	\$91,973	\$94,640
Equipment Operator	Step 18	\$87,209	\$89,738	\$92,340	\$95,018	\$97,774
Lineworker	Step 15	\$87,209	\$89,738	\$92,340	\$95,018	\$97,774
Electrician	Step 15	\$87,209	\$89,738	\$92,340	\$95,018	\$97,774
Supervisor Electric		\$93,260	\$95,965	\$98,748	\$101,611	\$104,558

Schedule B ( Current Employees - Not on Final Step 2014)					
Schedule B-1					
Repairers, Laborers, Gardeners, Truck Driver					
	2020	2021	2022	2023	2024
Start	43194	44447	45736	47062	48427
1	45594	46916	48277	49677	51117
2	47993	49385	50817	52291	53807
3	50392	51853	53357	54904	56497
4	52193	53707	55264	56867	58516
5	53994	55560	57171	58829	60535
6	55795	57413	59078	60791	62554
7	57594	59264	60983	62751	64571
8	59394	61116	62889	64713	66589
9	61196	62971	64797	66676	68610
10	62993	64820	66700	68634	70624
11	64792	66671	68604	70594	72641
12	66733	68668	70660	72709	74817
13	68586	70575	72622	74728	76895
14	70438	72481	74583	76746	78971
15	72295	74392	76549	78769	81053
16	74145	76295	78508	80784	83127
17	74866	77037	79271	81570	83936
18	75585	77777	80032	82353	84742
19	75946	78148	80415	82747	85146
20	76307	78520	80797	83140	85551

Truck Driver will have 3.5% added to the base salary

Schedule B-2					
Mechanic, Equipment Operator, Senior Repairer, Carpenter					
	2020	2021	2022	2023	2024
1	55058	56655	58298	59988	61728
2	56860	58509	60206	61952	63748
3	58660	60361	62112	63913	65766
4	60463	62216	64021	65877	67788
5	62260	64066	65923	67835	69802
6	64057	65915	67826	69793	71817
7	65859	67769	69734	71757	73837
8	67657	69619	71638	73716	75853
9	69458	71472	73545	75678	77872
10	71540	73615	75749	77946	80207
11	73758	75897	78098	80363	82693
12	75978	78181	80449	82782	85182
13	78199	80467	82800	85202	87672
14	80415	82747	85147	87616	90157

15	81195	83550	85973	88466	91031
16	81976	84353	86800	89317	91907
17	82368	84757	87215	89744	92346
18	82758	85158	87628	90169	92784
Schedule B-3					
Electrician, Lineman					
	2020	2021	2022	2023	2024
1	70457	72500	74603	76766	78992
2	71512	73586	75720	77916	80175
3	72570	74675	76840	79068	81361
4	73626	75761	77958	80219	82545
5	74684	76850	79078	81372	83732
6	75805	78003	80265	82593	84988
7	76922	79153	81448	83810	86241
8	78463	80738	83080	85489	87968
9	80002	82322	84709	87166	89694
10	81541	83906	86339	88843	91419
11	83080	85489	87969	90520	93145
12	83888	86321	88824	91400	94051
13	84694	87150	89677	92278	94954
14	85097	87565	90104	92717	95406
15	85499	87978	90530	93155	95857
Schedule B-4					
Supervising Electrician					
	2020	2021	2022	2023	2024
1	93260	95965	98748	101611	104558

Schedule C (New Employees Hired on or After January 1, 2016)

Schedule C-1

Repairers, Laborers, Gardeners, Truck Driver

	2020	2021	2022	2023	2024
Start	32473	34259	35253	36275	37327
1	34259	36144	37192	38271	39381
2	36144	37950	39051	40183	41348
3	37950	39848	41004	42193	43416
4	39848	41243	42439	43670	44936
5	41243	42686	43924	45198	46508
6	42686	44180	45461	46780	48136
7	44180	45726	47052	48417	49821
8	45726	47327	48699	50112	51565
9	47327	48983	50404	51865	53369
10	48983	50698	52168	53681	55238
11	50698	52472	53994	55560	57171
12	52472	54308	55883	57504	59171
13	54308	56209	57839	59516	61242
14	56209	58176	59863	61599	63386
15	58176	60213	61959	63756	65605
16	60213	60815	62579	64393	66261
17	60815	61423	63204	65037	66923
18	61423	61730	63520	65362	67258
19	61730	62039	63838	65689	67594
20	62039	63838	65689	67594	69555

Truck Driver will have 3.5% added to the base salary

Schedule C-2

Mechanics, Senior Repairer, Equipment Operator, Carpenter

	2020	2021	2022	2023	2024
1	47519	47568	48947	50367	51828
2	47568	49185	50611	52079	53589
3	49185	50857	52332	53849	55411
4	50857	52586	54111	55680	57295
5	52586	54374	55951	57573	59243
6	54374	55951	57574	59243	60961
7	55951	57574	59244	60962	62730
8	57574	59243	60961	62729	64548
9	59243	60960	62728	64547	66419
10	60960	62728	64547	66419	68345
11	62728	64548	66420	68346	70328
12	64548	66419	68345	70327	72367
13	66419	68345	70327	72366	74465
14	68345	69985	72015	74103	76252



15	69985	71664	73742	75881	78081
16	71664	73385	75513	77703	79956
17	73385	75145	77324	79567	81874
18	75145	77324	79567	81874	84248

Schedule C-3

Lineworker, Electrician					
	2020	2021	2022	2023	2024
1	68798	69830	71855	73939	76083
2	69830	70862	72917	75032	77208
3	70862	71894	73979	76124	78332
4	71894	72926	75041	77217	79456
5	72926	73958	76103	78310	80581
6	73958	74990	77165	79402	81705
7	74990	76022	78227	80495	82830
8	76022	77054	79289	81588	83954
9	77054	78086	80350	82681	85078
10	78086	79118	81412	83773	86203
11	79118	80150	82474	84866	87327
12	80150	81182	83536	85959	88452
13	81182	82214	84598	87052	89576
14	82214	83246	85660	88144	90700
15	83246	84278	86722	89237	91825
16	84278	85310	87784	90330	92949
17	85310	86342	88846	91422	94074
18	86342	88846	91422	94074	96802

Schedule C-4

Supevisor P.W.					
	2020	2021	2022	2023	2024
1	57640	59224	60941	62708	64526
2	59254	60972	62740	64559	66431
3	60853	62617	64432	66300	68222
4	62497	64309	66173	68092	70066
5	64121	65980	67893	69861	71886
6	65724	67629	69590	71608	73684
7	67368	69321	71331	73399	75527
8	68985	70985	73043	75161	77340
9	70640	72688	74795	76964	79195
10	72547	74650	76814	79191	81487
11	75057	77233	79472	81776	84147
12	76593	78814	81099	83450	85870
13	78585	80863	83208	85621	88104
14	80628	82966	85372	87847	90394
15	81435	83796	86226	88726	91299
16	82249	84634	87088	89613	92211
17	83071	85480	87958	90508	93132

18	83901	86334	88837	91413	94063
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