



COLLECTIVE BARGAINING AGREEMENT

between

BOROUGH OF PARAMUS, BERGEN COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL 97 OF N.J.

EFFECTIVE: JANUARY 1, 2008

EXPIRES: DECEMBER 31, 2010

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**PREAMBLE**

This Agreement made on the \_\_\_ day of \_\_\_\_\_ 2008 is retroactive to January 1, 2008, by and between the Borough of Paramus, a Municipal Corporation of the State of New Jersey hereinafter called "The Borough", located at Jockish Square, Paramus, New Jersey 07652; and Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called "The Union", with its principal place of business at 485 Chestnut Street, Union, New Jersey 07083.

**WHEREAS**, both parties to this Agreement are desirous of reaching amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement concerning all terms and conditions of employment.

**NOW, THEREFORE**, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

**ARTICLE I**

**RECOGNITION**

1. The Borough recognized the Union as the exclusive representative of all permanent blue-collar workers, including the Sanitation Division and Shade Tree & Parks Department of the Borough of Paramus, County of Bergen, State of New Jersey, for the purpose of collective negotiations with respect to the terms and conditions of employment.

2. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the laws of 1968 (N.J.S.A. 34:13A-1 et.seq.) and they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission as they exist on the date of this Agreement.

3. The Borough will notify the Union once every three (3) months of names, addresses, birth date, classification, rate of pay and social security number of any new employees covered by this Agreement.

## ARTICLE II

### CHECK OFF

1. The Borough agrees to deduct from the pay of each employee covered by this Agreement who signs a written authorization payroll deduction card, a sum certified in writing by the Secretary-Treasurer of the Union to be uniform Union dues or initiation fees where applicable.

2. The payroll deduction card shall be in a form agreed upon by the Borough and the Union and shall be irrevocable for the length of this Agreement.

3. The payroll deduction card shall be filed with the Borough and shall become effective on the first pay period of the first month after it has been filed.

4. The deductions shall be made from the first pay period of the month and said deductions shall be mailed within five (5) working days to the Secretary-Treasurer of the Union together

with a list of the names of employees from whose pay such deductions have been made.

5. The Borough shall have no responsibility for collection of initiation fees or membership dues not in accordance with this Agreement.

6. The Borough's remittance will be deemed correct if the Union does not give written notice to the Borough within eight (8) calendar weeks after receipt of the same, of its belief, with reasons therefore, that the remittance is incorrect.

7. The Union agrees to indemnify and save the Borough harmless from any claims or actions growing out of these deductions and commenced by any employee against the Borough and the Union assumes full responsibility for the disposition of the funds so deducted upon the receipt of the same.

8. Bi-Weekly Dues deduction, effective January 1, 2005.

### ARTICLE III

#### VISITATION AND BULLETIN BOARD

1. The Union Representative will be permitted to visit Union stewards or their alternates on Borough premises to discuss Union business provided such visits do not interfere with Borough business.

2. The Borough will supply one (1) bulletin board of use by the Union in the Borough Garage at a place convenient for all employees. The bulletin board shall be used only for notices pertaining to Union business. It shall be the responsibility of the Chief Union Steward to supervise the contents of the bulletin

board, which shall not include any political endorsements or political material.

ARTICLE IV

STEWARDS

1. The Borough and the Union agree that the Union shall designate one (1) chief steward for the entire bargaining unit and one (1) alternate steward from the Sanitation Division, Sewer Division, Road and Mechanical Division and Shade Tree Division.

2. The alternates shall act in the absence of the stewards. The term "absence" is defined to mean not present on the job on a specific day.

3. The designated stewards shall have the right to receive and present grievances in accordance with the provisions of this Agreement.

4. The designated stewards shall suffer no loss of pay for time taken during working hours to settle grievances when, in the opinion of the supervisor, the grievance requires immediate attention.

5. The Union negotiating team will be given full pay for time spent in contract negotiations with Borough officials or its designated representatives during regular working hours. No more than five (5) employees of the Borough shall be on the Union negotiating team.

6. The Union will give the Borough a written list of all stewards and alternates and notify the Borough of any changes within two (2) working days.

7. Shop Stewards shall receive seven (7) days off per year, with pay, to attend union conferences and seminars with prior approval from Mayor and Council.

**ARTICLE V**

**GRIEVANCES**

1. A "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1. The aggrieved employee or the chief steward shall present and discuss the grievance with his Supervisor/Department Head within five (5) working days of the occurrence of the same. Any grievance not presented within five (5) working days of occurrence is deemed waived. The Supervisor/Department Head must reply to the grievance within five (5) working days of its presentment to him/her.

Step 2. If the grievance is not settled at Step 1, it shall be reduced to writing by the aggrieved party within five (5) working days of the reply from the supervisor. One (1) copy shall be given to both the Human Resources Director and the Council Liaison of the department involved. The department head and the chief steward shall meet within five (5) working days of the receipt of the written grievance to attempt to settle the grievance. They shall complete this step within five (5) working

days of their initial meeting. Any grievance not reduced to writing and presented to the department head and the Human Resources Director within five (5) working days of the failure to settle pursuant to Step 1 is deemed waived. A written receipt will be given by the Borough.

Step 3. Within five (5) working days after an unsatisfactory decision under Step 2, such decision may be appealed to the Mayor and Council. The Council Negotiating Committee for the employees covered by this Agreement and the Human Resources Director and/or Council Liaison or designee, shall act as hearing officers and make recommendations to the Mayor and Council for the appropriate action to be taken. An appeal may then be taken to the Mayor and Council and shall be in writing and shall set forth the facts related thereto, each specific issue with which the Union disagrees with the decisions at Step 2 and the action requested to be taken by the Mayor and Council. In the event an appeal is not timely filed in writing with the Mayor and Council the decision at Step 2 shall be final and the matter shall be considered closed. The time to file may be extended only by written consent of all parties. Within five (5) working days after the appeal has been filed with the Mayor and Council a hearing shall be held with the Union, and the Mayor and Council shall thereafter communicate its decision in writing to the Union in a reasonable period of time.

3. Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the Union shall be notified by the Borough of all such situations

and shall have the right to be present during the same and, further provided that any agreement reached with any such employee shall not violate this Agreement.

4. Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

5. All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included hereinafter. This provision is subject to the laws of the State of New Jersey.

#### ARTICLE VI

#### ARBITRATION

1. If a grievance is not settled pursuant to Article V, such grievance shall, at the request of the Borough or the Union, be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. The Arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the

parties under the agreement.

4. It is expressly agreed that the following are not subject to arbitration:

(a) All managerial rights and prerogatives as defined by the laws of the State of New Jersey.

ARTICLE VII

MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establish work rules.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE VIII

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of lay offs and recalls and vacations. In each such case, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. Following an appointment to a full time position of employment, employees shall be probationary employees for a three (3) month period. The Borough, upon written notice to the Union, may in its discretion, extend the probationary period for an additional three (3) months when in its judgment such extension is required. However, it shall not be the policy of the Borough to routinely extend the probationary period. An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

3. An employee who has completed the probationary period shall receive any increases to which he/she may be entitled but there shall be no retroactivity.

4. The seniority of an employee is defined as the length of full time service as a Borough employee dating to his/her first date of hire.

5. In the event of lay offs and rehiring, the last person hired shall be the first to be laid off and the last person laid off shall be the first person to be recalled in accordance with his/her seniority, provided the more senior employee is able to

do the available work in a satisfactory manner.

6. The Borough shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated yearly and shall be posted on the Union Bulletin board, showing employee's name, classification and seniority date.

## ARTICLE IX

### POSTING AND VACANCIES

1. All new and vacant positions in the Department of Public Works, Sanitation Division and Shade Tree and Parks Commission shall be given to the Chief Steward for posting on the Union Bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the department head and to the designated Council Liaison for consideration.

2. It shall be the policy of the Borough to fill vacancies from within the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference.

3. When an employee is transferred from one department to another, for purposes of this Article IX, the employee will be considered to have the least amount of seniority in the new department. However, this section shall have no effect on the employee's seniority for purposes of Article VIII herein.

ARTICLE X

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

(a) Voluntary quitting. A voluntary quitting shall mean failure to report back to work no later than the beginning of the next workweek following the conclusion or termination of a leave of absence.

(b) Discharge for just cause as defined in Article XII.

(c) Failure to report for work within twenty-four (24) hours (when called back after a lay off) after receipt of a telegram or registered letter, unless such failure is mutually agreed between the Borough and the Union to be excusable.

(d) Failure to be called back to work for a period of twelve (12) months after a lay off, unless a greater period of time is established by mutual agreement between the Borough and the Union.

(e) Additional, but not exclusive reasons for loss of seniority are set forth in Chapter 99 of Personnel Ordinance.

(f) Any suspension greater than five (5) days.

## ARTICLE XI

### LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence without pay for a period not to exceed thirty (30) days.

2. A leave of absence may be renewed upon request of the employee for reasons of personal illness, disability, or other reasons deemed proper by the Borough.

3. The Borough reserves the right not to grant a request for a leave of absence and further reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days. However, requests for leave of absence will not be unreasonably denied.

4. All decisions of the Borough regarding leaves of absence shall be discretionary, subject to grievance.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

6. Where it is required by statute, seniority shall be retained and shall accumulate during all personal leaves of absences. All other benefits shall not accrue during personal leaves of absence.

7. In cases of illness not covered by Workmen's Compensation, the Borough will grant an additional leave of absence without pay up to ninety (90) days beyond accumulated sick leave upon presentation by the employee of sufficient medical evidence of the illness satisfactory to the Borough. In accordance with the Department of the Treasury, Division of

Pensions, the employee shall pay hospitalization premiums for three (3) months.

8. Any employee who is on a leave of absence for more than ninety (90) days and is then terminated and subsequently applies for rehire within one (1) year of his anniversary date of termination shall be given first preference if he is physically able to perform the job.

## ARTICLE XII

### DISCHARGE AND DISCIPLINE/PERSONNEL FILE

1. A permanent employee may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

- (a) Neglect of duty or tardiness.
- (b) Absence without leave for five (5) working days or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- (c) Incompetency or inefficiency.
- (d) Insubordination or serious breach of discipline.
- (e) Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances in violation of Title 24 or being intoxicated while on duty.
- (f) Violation of departmental rules and

regulations.

- (g) Violation of the Borough Code of Ethics.
- (h) Commission of a criminal act.
- (i) Participation in political activity prohibited, as defined in the Borough Ordinance Chapter 99-15 which is incorporated herein as if set forth at length.
- (j) Engaging in an illegal work stoppage.
- (k) Conduct unbecoming a public employee.
- (l) Smoking in Borough Buildings, other than designated smoking areas.

2. Any employee suspended for just cause shall not be docked for time worked in lieu of suspension.

3. Any discharge, suspension or other discipline, which results in loss of pay, shall be subject to grievance and arbitration. Letters of reprimand or verbal warnings shall be subject to grievance but not to arbitration.

4. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Department Head in writing within two (2) working days of the disciplinary action.

5. Any employee whose appeal has been sustained shall be returned to his former position and may be compensated at his regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.

6. Disciplinary warnings shall be issued in writing to the

employee and a copy shall be given to the Union.

7. The progressive discipline procedure for all Union employees is as follows:

Verbal Warning  
Written Warning  
1-Day Suspension  
3-Day Suspension  
5-Day Suspension

The Borough of Paramus retains the right to forego aforementioned procedures for egregious violations including, but not limited to, stealing of property or time, no call/no show. These violations will be handled on a case by case basis irrespective of the disciplinary procedures. Employees will not serve a suspension without a hearing with the Union Representative and the Borough Administrator.

8. Personnel Files - The Borough agrees to remove any record of discipline from an employee's personnel file after a period of two (2) years provided that no other disciplinary action is entered in the employee's personnel file during said two (2) year period.

#### ARTICLE XIII

#### RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established. Scheduling of hours of work is subject to grievance.

ARTICLE XIV

DIVISION OF WORK

1. Foremen or other supervisors outside the bargaining unit shall not be used to perform work which is normally performed by employees covered by this Agreement unless special circumstances require otherwise.

2. Assignment of foremen or other superiors by the Borough shall be subject to grievance.

3a. Effective January 1, 2005, an employee may be assigned to foreman or supervisor up to a maximum (120) days, only due to illness for temporary status.

3b. Effective January 1, 2005, any seasonal or temporary employees will only work up to 120 working days in one(1) calendar year.

4. An employee who is assigned by the Borough to perform the duties of and act in the place of a foreman or supervisor when the foreman or supervisor is on vacation or on leave of absence shall receive an additional seven and one half percent (7 1/2%) of his/her base rate of pay as compensation during the period he/she is so assigned.

5. An employee who is assigned by the Borough to perform duties of working out of job title, will receive an additional seven and one-half percent (7 ½) of his/her base rate of pay as compensation during the period he/she is so assigned.

ARTICLE XV

HOURS OF WORK

1. Any full time employee who commences work in any regular work week established by the Borough shall be guaranteed forty (40) hours of work and forty (40) hours of pay provided, however that the employee is available for work at all times during the work week.

2. Any employee transferred for a "temporary period" to a job for which the rate of pay is lower than his/her regular base pay shall continue to receive his/her regular rate of pay. Temporary period shall mean no more than thirty (30) days.

3. The basic workweek shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period Monday through Friday.

4. The normal starting time shall be between 7:00 a.m. - 8:00 a.m. and the normal quitting time shall be between 3:30 p.m. - 4:30 p.m. However, the Borough reserves the right to fix the starting time as early as 6:00 a.m. when required.

5. Employees who are required by the Borough to perform seasonal work and to start before 6:00 a.m. shall work only seven (7) hours but shall get paid for eight (8) hours at the regular rate of pay.

6. The Borough shall be entitled to have some future employees assigned to Tuesday through Saturday inclusive as the basic workweek.

a. Nothing shall prevent a present employee from

voluntarily accepting a Tuesday through Saturday basic workweek. If any present employees become affected by a Tuesday through Saturday workweek then the Borough will negotiate with the Union on this item.

7. Sanitation Division and/or Recycling and the employees assigned thereto on an incentive plan. When employees assigned to the Sanitation Division have completed their assigned routes, they shall receive pay for 8 hours irrespective of hours worked. The Provisions of Paragraphs No. 3, 4, and 5 shall not apply to the Sanitation Division.

8. The normal starting time for the Sanitation Division is between 5:30 - 6:30 a.m.; on Monday, Tuesday, Thursday and Friday, 6:30 a.m. and on Wednesday, 5:30 a.m. No change shall be made without prior notice and consultation with the Union. Any change from the aforesaid normal starting hours shall be made only by negotiations between the parties.

9. Nothing contained in this agreement shall prevent the Borough from hiring personnel for the Shade Tree Division to be assigned a work week which begins 2:30 p.m. - 3:30 p.m. and ends at 10:30 p.m. - 11:30 p.m. Employees so hired shall not be used to adversely affect the standby and call back provisions of this Agreement. Personnel hired to work these hours shall receive the regular rate of pay for their job title.

ARTICLE XVI

REST PERIOD

1a. WASH UP POLICY:

Fifteen minutes will be allowed for wash-up time before lunch. Fifteen minutes will be allowed for wash-up time at the end of the shift, with extra time being allotted at the end of the shift for any special assignment, if necessary, such as the fueling of vehicles, etc.

1b. All employees shall receive two (2) rest periods each day without deduction in pay; one (1) fifteen (15) minute period in mid-morning and one (1) fifteen (15) minute period in mid-afternoon.

2. When an employee has worked without interruption for two (2) hours beyond his/her regularly scheduled eight (8) hours, he shall receive one half (1/2) hour off with pay at the regular rate of pay if he/she is required to return to work after the rest period.

3. Notwithstanding the provisions of paragraph 2 of this Article, drivers performing emergency snow plowing work for more than four (4) consecutive hours beyond the regularly scheduled eight (8) hours in a day may take a rest period of one (1) hour with pay at time and one half after the fourth consecutive hour, if they are required to return to work immediately thereafter. In addition, in each four (4) hour period of such emergency snow removal worked, a ten-minute coffee break may be taken. The driver shall not return to the garage for this break. Coffee and light refreshments will be provided by the Borough. The Borough

and the Union will meet as required to discuss methods of providing hot coffee and light refreshments. The Borough agrees to utilize all blue-collar workers during snow emergencies. The Borough agrees to discuss feasibility of garage backup during snow season and starting time for sanitation workers and mechanics on duty.

4. Meal allowances during snow emergency:

- (a) Breakfast \$4.00
- (b) Lunch \$5.00
- (c) Dinner \$7.50

ARTICLE XVII

OVERTIME

1. It is mutually agreed that the employees covered by this Agreement are obligated to work overtime when required to do so by the Borough. The Borough, whenever practical, will give reasonable notice of the need for an employee to work overtime.

An employee may be excused from working overtime if there is reasonable and compelling reason. Assignment of overtime shall be based on seniority within job classifications on a rotational basis. This provision is subject to the grievance procedure.

2. All work performed on an employee's sixth day of the employee's regular week shall be compensated for at the rate of time and one half (1 1/2) times the regular rate of pay. (e.g. (1) Regular work week-Monday through Friday, Saturday pay 1 ½ times regular rate of pay; (2) Regular work week Tuesday through

Saturday, Sunday pay 1 ½ times regular rate of pay). All work performed on an employee's seventh day of the employee's regular work week shall be compensated for at double the regular rate of pay.

3. Employees will be compensated at one and one half (1 1/2) times the regular rate of pay for management-approved hours worked over forty (40) hours in a workweek or over eight (8) hours in a day. There shall be no compensation for unauthorized hours.

4. The parties acknowledge that they have negotiated the issue of regularly scheduled overtime on Saturday and Sunday for Sewer Division employees and acknowledge that the Borough is under no obligation to schedule such overtime. However, this provision shall not prevent the Borough from scheduling such overtime. The Union shall receive notice of any change with respect to this issue.

#### ARTICLE XVIII

##### CALL IN PAY

Any employee who, in the absence of advance notice given him/her prior to the end of his/her previous regular work day, reports for his/her regular scheduled work day shall be guaranteed four (4) hours work or four (4) hours pay at the regular rate of pay.

#### ARTICLE XIX

##### CALL BACK TIME

1. Any employee who is called back to work after having

completed his/her regular scheduled work day shall be compensated at time and one half (1 1/2) times his/her regular rate of pay with a minimum guarantee of three (3) hours of work.

2. An employee called into work early due to an emergency three (3) or more hours prior to the regular starting time will be compensated at one and one half (1 1/2) times his/her regular rate of pay with a guarantee of three (3) hours of work.

3. An employee called in less than three (3) hours prior to the regular starting time shall be compensated at one and one half (1 1/2) times the regular rate for the hours between the call in and the regular starting time.

4. An employee called in on Sunday shall receive no less than 3 hours pay at two times (2x) the hourly rate of pay.

5. Overtime for mandated courses scheduled after the regular workday, shall be compensated for the rate of time and one half (1 ½) times the regular rate of pay in addition to the cost of course.

## ARTICLE XX

### STAND BY PAY

1. Employees covered by this Agreement are required to be available for stand-by duty between 3:30 p.m. on Friday to 3:30 p.m. the following Friday when the Borough deems it necessary. The Borough will draw up a schedule of stand by work.

2. The Borough will compensate individuals assigned to stand by duty at the rate of seventy (\$70.00) dollars per week.

3. If employees assigned to stand-by duty are called into

work, they will be compensated at the rate of one and one half (1 1/2) times the regular pay with a minimum of three (3) hours work guaranteed.

4. The Borough guarantees that two (2) employees will be assigned to stand by duty in each week.

5. If an employee assigned on stand-by fails to report to work within ninety (90) minutes of being contacted, that employee will forfeit fifty percent (50%) of the weeks' stand-by pay. If the same employee fails to report to work within ninety (90) minutes of being contacted a second time during the same stand-by period, that employee will forfeit the other fifty percent (50%) of the week's stand-by pay. If the employee does not give notice and if the Borough cannot find a substitute, then the entire stand by pay shall be forfeited.

6. An employee called out while on stand by duty will complete a form, the contents of which will be agreed upon by the Borough and the Union.

#### ARTICLE XXI

##### WAGES

1. Annexed hereto and made a part hereof as Appendix "A" (page 42) is the starting salaries and corresponding job titles for January 1, 2008 to December 31, 2010.

2. New employees hired during the term of this agreement will be assigned appropriate job titles and starting rates of pay. The Borough may hold back one (1) week's pay from all employees hired after the date of this agreement. The Borough

shall inform the employee that it will hold back said pay when the job is offered to him/her.

3. Neither the provision of this Article nor the contents of Appendix "A" shall create any guarantee of continued employment for any individual employee or group of employees nor shall the provisions of this Article limit the provisions of Article VI.

4. Effective and retroactive to January 1, 2008:

- a. Employees earning more than \$38,000 shall receive a \$1.00 per hour increase to base salary.
- b. Employees earning less than \$38,000 shall receive a \$1.25 per hour increase to base salary.

5. Effective January 1, 2009:

- a. All employees earning more than \$38,000 shall receive a base pay increase of \$1.00 per hour.
- b. All employees earning less than \$38,000 shall receive a base pay increase of \$1.25 per hour.

6. Effective January 1, 2010:

- a. All employees earning more than \$38,000 shall receive a base pay increase of \$1.00 per hour.
- b. All employees earning less than \$38,000 shall receive a base pay increase of \$1.25 per hour.

7. Retirees within the meaning of PERS will be eligible for retroactivity only.

8. Employees shall be paid an additional 7.5% when working out of title at a higher job classification.

9. Any member that receives a title change promotion for

the duration of this contract shall receive a \$2,500.00 increase to base salary. All title changes/promotions will be done by seniority within their respective department.

ARTICLE XXII

LONGEVITY PAY

1. Effective January 1st following the completion of the designated year of service longevity shall be computed upon the following schedule to a maximum of ten (10%) percent.

Years of Service    Percentage of Base Pay

5	2.0%
6	2.4%
7	2.8%
8	3.2%
9	3.6%
10	4.0%
11	4.4%
12	4.8%
13	5.2%
14	5.6%
15	6.0%
16	6.4%
17	6.8%
18	7.2%
19	7.6%
20	8.0%
21	8.4%
22	8.8%
23	9.2%
24	9.6%
25	10.0%

2. Longevity benefits shall not be granted to any persons hired from and after November 15, 1990.

ARTICLE XXIII

VACATIONS

1. Employees covered by this Agreement shall be entitled to vacations as provided in this Article.

2. An employee hired prior to March 31st shall earn five (5) working days vacation in the first calendar year of hire. An employee hired after March 31st shall earn one (1) working day of vacation for every two (2) months of employment in the first calendar year of hire. At their mutual discretion the Borough and the employee may agree that the employee will work the vacation days earned and receive compensation at the regular rate in lieu thereof.

3. Commencing in the second (2nd) calendar year of employment, employees shall be entitled to the following vacation schedule up to a maximum of twenty five (25) days. A calendar year is defined as commencing January 1st and ending December 31st.

<u>Calendar Year</u>	<u>Vacation Days</u>
2nd	10
3rd	10
4th	10
5th	10
6th	15
7th	16
8th	16
9th	17
10th	17
12th	18
13th	19
15th	20
17th	21
19th	22

21st	23
23rd	24
25th	25

4. Generally, vacations shall not be taken during the period November 15th to April 15th. However, employees of the Shade Tree Division may take vacations during that period. Requests from other employees for vacation time during that period will be reviewed and acted upon subject to needs of the Borough. The decision of the Borough is subject to grievance and arbitration.

5a. Vacation must be taken by no later than December 31st of the calendar year unless, due to a request by the Borough to the employee, it is deferred. In that event, vacation may be deferred to the next succeeding December 31st only.

5b. In the event the deferred vacation is not or cannot be taken by the next succeeding December 1st, then the employee shall be paid for such vacation time not taken.

5c. Scheduling of all vacations shall be at the discretion of the Borough.

5d. Vacations may be taken at a minimum of one (1) day at a time upon approval of department supervisor.

5e. Pay for vacation periods consists of regular base pay only, excluding overtime and any other compensation.

5f. Procedural aspects of vacation scheduling shall be as determined by the Borough.

6. An employee who is terminated for just cause or who voluntarily quits during the first calendar year of employment

shall forfeit all vacation rights. During subsequent years if an employee is terminated or voluntarily quits, his/her vacation benefits shall be pro-rated.

**ARTICLE XXIV**

**HOLIDAYS**

1. Except as modified by Paragraph 5 of this article, each full time employee covered by this Agreement shall receive his/her regular day's pay, eight (8) hours at straight time, without working on the following days:

- |                      |                        |
|----------------------|------------------------|
| New Year's Day       | Labor Day              |
| M.L. King's Birthday | Columbus Day           |
| President's Day      | Veterans' Day          |
| Good Friday          | Thanksgiving Day       |
| Memorial Day         | Day after Thanksgiving |
| Independence Day     | Christmas Day          |

2. Holidays which fall on a Saturday or Sunday may be observed on the preceding Friday or following Monday as mutually agreed by the parties or as established by the state or federal government. In no event shall an employee lose an agreed-upon holiday.

3. Except as modified by Paragraph 5, an employee required to work on a holiday shall be paid for the day at the rate of two and one half (2 1/2) times his rate of pay. It is expressly agreed that the Borough has the right to require any employee to work a holiday or not to work any employee on a holiday.

4. It is agreed that the Borough has a right to demand that any employee who does not work on his/her regular work day

preceding or following a holiday may be required to produce substantive evidence that he/she was ill including a doctor's certificate. If the employee does not produce such evidence then the Borough has the right not to pay the employee for the holiday or to take other appropriate disciplinary action.

5. Employees of the Sanitation Division shall work on the holiday listed below and shall be paid two (2) times their rate of pay for the day worked:

Friday after Thanksgiving

6. Each permanent employee shall be entitled to two (2) personal days per year. Utilization of said personal days shall be granted with reasonable notice given to the respective department head.

7. Application of this Article is subject to grievance procedure.

#### ARTICLE XXV

#### SICK LEAVE

1. Each permanent employee shall be allowed sick leave with full pay at the rate of one and one fourth (1 1/4) days per month of employment, for a maximum of fifteen (15) days per year. Employees hired after October 1, 1999 shall be entitled to ten (10) sick days per year. All unused sick leave shall accumulate to the employee's credit from month to month and from year to year and each employee shall be entitled to such accumulated sick leave if and when needed.

(a) New employees, for their first year of employment,

shall be granted sick leave with pay at the rate of one and one fourth (1 1/4) days for each completed calendar month worked.

(b) Any employee may be discharged, suspended or otherwise disciplined for the abuse of such leave as:

- (i) pattern of Monday/Friday absences.
- (ii) pattern of one-day absences per month.

2. An employee absent on sick leave for three (3) days shall submit acceptable medical evidence substantiating the illness if requested by the Borough. This provision shall not affect Article XXIII, Section 4.

3. The Borough reserves the right not to pay the employee when evidence of sickness or injury is insufficient.

4. An employee who is laid off, who retires or who is separated from the service of the Borough due to a job related injury shall be compensated in cash for the monetary value of one half the accumulated sick leave accrued to his/her credit at the time of separation. In the event of death, compensation will be made to his/her estate.

5. At the Borough's discretion, which discretion is not grievable, employees shall have the option to donate up to five (5) sick days per employee per year to a fellow employee in case of hardship.

6. Sick leave accumulation, pursuant to this Article, shall conform to the Consent Award of Arbitrator Joan Parker set forth as Appendix

#### ARTICLE XXVI

#### BEREAVEMENT LEAVE

1. Every permanent full-time employee, upon the death of a

member of the immediate family, shall be granted leave with pay not to exceed a maximum of five (5) working days from the date of death to the day after interment. In the event the family member death occurs out of state, seven (7) days will be granted.

2. A member of the immediate family is defined in Section 9.9 of Ordinance No. 99-9, paragraph 1, and said section is incorporated by reference as though set forth at length herein.

3. Bereavement leave will not be deducted from sick leave.

4. In the event of more than one (1) death in a family per year, additional bereavement leave will be granted.

5. An employee must produce proof of death and relationship to obtain the benefits under this Article.

#### ARTICLE XXVII

#### JURY DUTY/MILITARY LEAVE

1. Every employee covered by the Agreement who is ordered to report for jury duty shall be granted a leave of absence during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his/her regular pay and his/her jury duty pay.

2. Military leave for employees training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

3. An employee who returns to the Borough employment after leaving military service will receive seniority credit for time spent in service.

ARTICLE XXVIII

HEALTH AND WELFARE

1. It is mutually agreed that the present Borough policy as to health benefits will be continued.

a. In no case shall there be a diminution of present benefits.

2. Any and all existing benefits, policies and practices uniformly affecting all employees covered by this Agreement on the date of the execution thereof shall remain in effect. New employees hired after January 1, 2009 shall contribute 1% of their base pay to the cost of their health benefits.

3. Should an employee elect to opt out of medical coverage, they shall receive a payment. Amounts and procedures will be pursuant to policy.

4. The Borough may approve an educational program for an employee covered by this Agreement and the Borough may pay for the tuition incurred by such program.

5. The Borough will not pay the employee for his/her time spent in such a program.

6. The Borough may require an employee to give instruction to co-workers during working hours or prepare a written report or to comply with the terms of Section 16 of Ordinance #99-16 which are incorporated herein by reference as though set forth at length.

7. If the Borough has paid tuition for any approved educational program and the employee does not satisfactorily complete the course, the employee shall reimburse the Borough

unless the reason for failure to complete the course is not his/her fault.

8. The Borough shall enroll the employees covered by this Agreement in the Teamsters Local 97 Vision Plan. The Borough agrees to and shall contribute to the Teamsters Local 97 Benefits Fund (the "Fund") the following amounts on behalf of each non-probationary employee covered by this Agreement as described below to provide the Prescription/Vision level of benefits for eligible employees and their eligible dependents under the Teamsters Local 97 Benefits Fund:

Effective :

January 1, 2008	\$165.00 per month per member
January 1, 2009	\$215.00 per month per member
January 1, 2010	\$265.00 per month per member

The above rates will begin the **first** month following the original expiration of the previous contract.

The monthly contribution shall be paid for each non-probationary covered employee who is on the Employer's payroll the first day of the month following completion of probationary period. An employee shall be considered to be on the Employer's payroll if the employee is entitled to payment from the Employer for a performance of duties or for the non-performance of the duties such as vacation, holiday, illness or other leave provided under this Agreement. (An employee shall also be considered to be on the payroll if the employee is on disability or worker's compensation, provided that contributions in such event shall not be due for more than **three** months **FMLA**. The benefits and

eligibility for benefits shall begin after three monthly contributions have been received by the Fund and shall be determined by and in accordance with such rules and regulations as may be adopted by the Trustees of the Fund.

Contributions must be received by the Fund Office no later than the 10<sup>th</sup> day of the month for which they are being paid. The Company shall submit such forms and reports with each contribution payment as the Trustees may require. In the event payment is not received by the due date, the Employer will be liable for accrued interest on the unpaid contributions at the rate of ten percent (10%) per annum from the date payment was due until the date payment is made.

The Employer agrees to be bound by all of the provisions of the Trust Agreement governing the Fund, including, but not limited to, provisions concerning interest and penalties for delinquent contributions. The Employer further agrees that the Trustees may amend the Trust Agreement at any time, in their sole discretion and without the consent of the Employer, and that such amendments are binding on the Employer. The Employer here ratifies all of the acts of the Trustees.

The Employer agrees that a duly authorized representative of the Fund shall have the right at any time to inspect the records of the Company to determine the accuracy of the Employer's contributions to the Fund. In the event a discrepancy is found as a result of such an audit, the Employer agrees to pay the cost of the audit.

ARTICLE XXIX

SAFETY AND UNIFORMS

1. The Borough agrees that it will comply with all provisions of the Occupational and Safety Health Act (OSHA) applicable to the Borough and will comply with all provisions of state law which are applicable to the Borough.

2. The Union agrees that employees covered by this Agreement shall return to the Borough all equipment, uniforms, tools and other Borough property which are issued to them. It is further agreed that if an employee fails to return the aforementioned items, the Borough shall have the right to withhold the value of the same from any pay due to the employee.

3. A Union representative and a representative of the Borough will meet to discuss safety conditions upon reasonable notices from either party.

4. The Borough will provide, in three (3) installments, a total of \$325.00 a year to each Sanitation employee for three (3) pairs of safety tip work shoes.

All other employees covered by this agreement will receive \$250.00 a year in two (2) installments for two (2) pairs of safety tip work shoes.

5. Every employee shall be required to thereafter provide himself/herself with safety shoes or safety boots acceptable to the Borough and shall be required to wear the same during working hours. The Borough may require that the safety shoes and safety boots have steel inserts. If the amount received is insufficient to purchase the aforesaid shoes or boots, the Borough and the

Union will meet to ascertain the additional amount needed, which shall then be paid to the individual employee.

6. All employees shall receive training for CDL license.

ARTICLE XXX

PAY DURING JOB RELATED INJURIES

The Borough represents that all employees covered by this Agreement are covered by Workmen's Compensation Insurance and that the Borough will continue to provide such coverage as required by statute.

ARTICLE XXXI

UNSPECIFIED PROVISION AND CONDITIONS

All conditions or provisions beneficial to the Borough or the employee now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of the Agreement unless mutually agreed otherwise by the Borough and the Union.

ARTICLE XXXII

SAVINGS CLAUSE

1. It is agreed that if any provision of the Agreement or application thereof to any person or circumstance shall be held

invalid, the remainder of this Agreement or application of such provisions shall not be affected thereby.

2. If any such provisions are held invalid the Borough and the Union will meet to negotiate changes so required.

#### ARTICLE XXXIII

#### COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading up to the signing of this Agreement.

#### ARTICLE XXXIV

#### NO STRIKE - NO LOCKOUT

1. Neither the Union or any of its members shall engage in any job action, strike, work stoppage, sit downs, slowdown, sick call action, picketing (before, during or after working hours) boycott or any other interference with the operations of the Borough during the term of the Agreement. The Union agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and in the event any such acts take place by an employee the Union agrees it will use its best efforts to cause an immediate cessation thereof.

2. The Borough will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

ARTICLE XXXV

AGENCY SHOP AND DUES DEDUCTION

1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new permanent employee who does not join within thirty (30) days of initial employment within the unit and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

2. The Borough, after receipt of written authorization from each individual employee, shall deduct the dues from each

pay period as presently deducted and shall transmit them monthly to the Secretary-Treasurer of the Union.

3. In making the deductions and transmittals as above specified, the Borough shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

4. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Borough, whichever is the shorter period.

5. The Union agrees that it 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.

#### ARTICLE XXXVI

#### COBRA LAW

Annexed hereto and made a part hereof as Appendix B is N.J.S.A. 40A:10-23, otherwise known as the "Cobra Law", an act concerning the payment of health insurance premiums for certain municipal and county employees. This act will be put into effect upon retirement, commencing January 1, 1987, for all employees retiring after this date.

ARTICLE XXXVII

DENTAL PLAN

Annexed hereto and made a part hereof as Appendix C is a dental plan, decided upon by the Borough and paid for by the Borough. The Borough reserves the right to change dental plans at any time.

ARTICLE XXXVIII

PRESCRIPTION PLAN

The Borough of Paramus agrees to provide a prescription plan as offered by Teamsters Local 97.

ARTICLE XXXIX

COURSE REIMBURSEMENT

1. Effective July 2004, each employee shall be eligible for a maximum of Seven Hundred Fifty Dollars (\$750) tuition reimbursement annually for coursework or educational programs to maintain or improve a current skill. Such coursework shall be subject to the prior approval of the Mayor and Council as being in the Borough's best interests and such approval shall not be unreasonably denied.

2. Upon completion of such coursework, an employee shall provide the Borough with a receipt or canceled check for the course(s) taken and evidence of having received a passing grade for the course.

3. Courses where attendance by the employee is required by the Borough or by State statute shall be at the expense of the

Borough and shall not be charged against the Seven Hundred Fifty Dollars (\$750) described herein.

4. Any employee who has taken courses relative to his position, and for which courses tuition reimbursement has been paid by the Borough, shall remain in the employ of the Borough for at least two (2) years following the date of completion of said courses. In the event of a failure on the part of such employee to remain with the Borough, then said employee or employees shall reimburse the Borough for the tuition paid.

5. The ASE Tier Program, as recommended by the Union, shall be instituted to provide that a \$125.00 stipend shall be provided to the affected employees for each ASE test that is passed (currently there are eight (8) automotive tests available and eight (8) truck tests available). It is furthermore agreed that this stipend shall not be included in any employee's base salary. Participation in the ASE Tier Program is strictly voluntary. This program shall be reviewed by the Borough annually to determine whether this program shall continue.

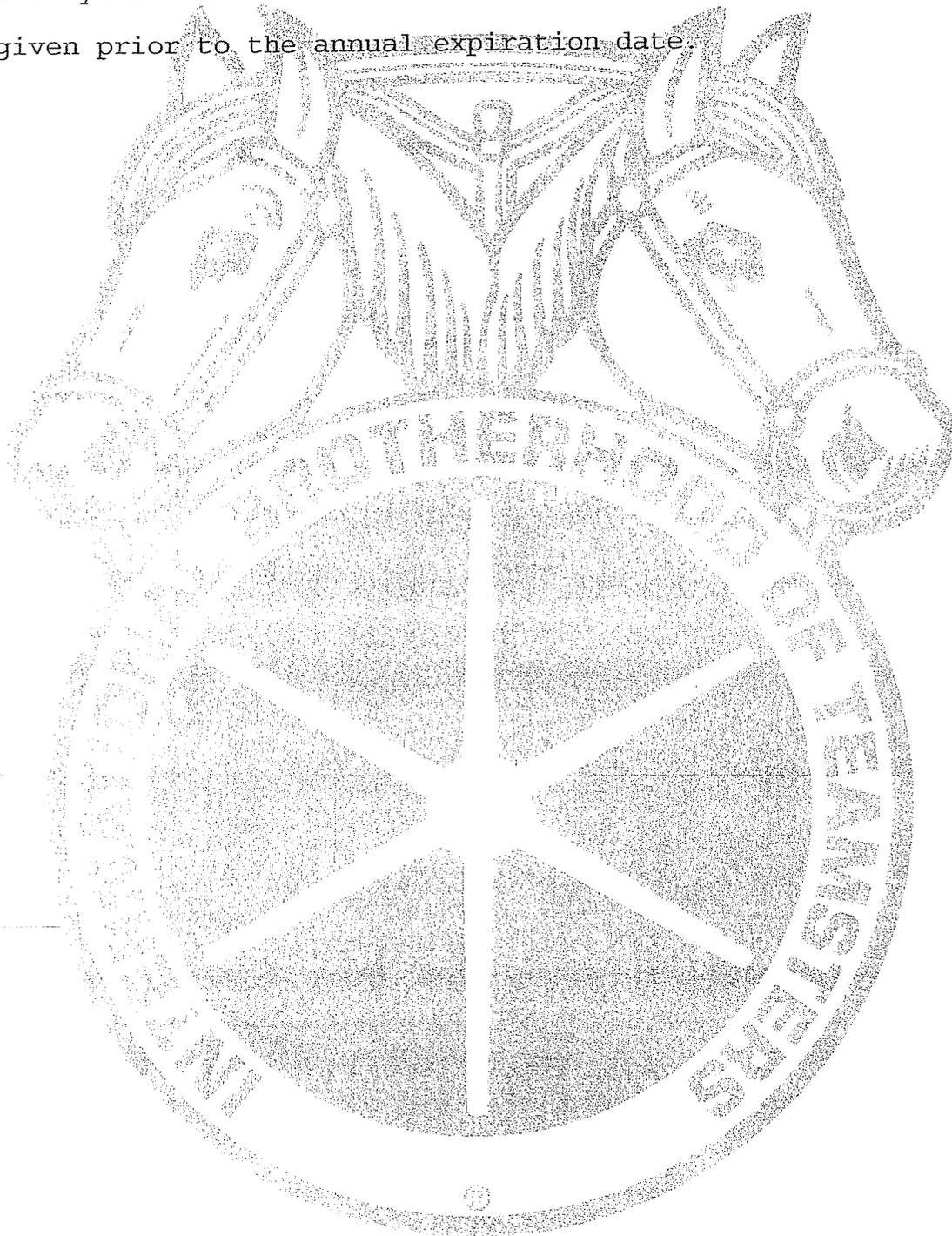
#### ARTICLE XXXX

##### TERM

1. The term of this Agreement shall be from January 1, 2008 to December 31, 2010. Upon execution it shall have retroactive effect from January 1, 2008, and the retroactive pay shall be received as soon as possible.

2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the

Other of its intention to terminate, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter until such time as sixty (60) days notice is given prior to the annual expiration date.



IN WITNESS WHEREOF, the parties herein have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year set forth above.

BOROUGH OF PARAMUS

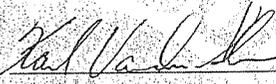
\_\_\_\_\_  
James J. Tedesco III  
Mayor

\_\_\_\_\_  
Witness

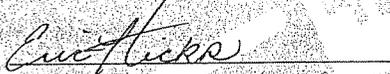
TEAMSTERS LOCAL 97 OF NJ

  
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John J. Gerow  
President

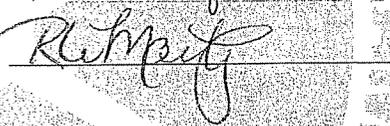
  
\_\_\_\_\_  
Patrick Guaschino  
Director of Public Employees

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

APPENDIX A

JOB TITLES AND STARTING SALARIES

Maintainer	\$ 12.50
Tree Trimmer	\$ 12.50
Equipment Operator	\$ 12.50
Tree Climber	\$ 13.75
Sr. Tree Climber	\$ 17.25
Utility Tree Climber	\$ 19.25
Sewer Maintenance	\$ 12.50
Auto Mechanic	\$ 12.50
Sweeper Operator	\$ 12.50
Handler	\$ 13.50
Sanitation Driver	\$ 13.75
Recycling Driver	\$ 13.75

GRADE 1: Laborer, Maintainer C

GRADE 2: Heavy Laborer, Maintainer B

GRADE 3: Truck Driver, C-Mechanic, Tree Climber B, Sewer Department

GRADE 4: B-Mechanic, B-Operator, Maintainer A, Sewer Dept  
CDL Driver with Tanker Endorsement

GRADE 5: A-Mechanic, A-Operator, Tree Climber A

\*Maintainer A, B & C are Shade Tree Department Titles

APPENDIX B

N.J.S.A. 40:10-23 PAYMENT OF PREMIUMS AFTER RETIREMENT

A. Retired employees not covered under paragraph B of this Appendix shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of the retired employees and their dependents on the basis of the utilization of services which may be reasonably expected of the older age classification, provided, however, that the total rate payable by a retired employee for himself and his dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the employee and his employer for the coverage maintained and had he continued in office or active employment and he and his dependents were not eligible for Medicare benefits.

B. The Borough shall assume the entire cost of such coverage and pay all of the premiums for employees who have retired on a disability pension or after twenty-five (25) years or more service with the employer, or have retired and reached the age of sixty-two (62) or older with at least fifteen (15) years of service with the employer, including the premiums on their dependents, if any, under uniform conditions as the governing body of the local unit shall prescribe.

(1) With respect to such employees who shall retire following the effective date of this amendatory ad, the State shall reimburse to the Borough the full amount of the cost so assumed.

APPENDIX C

DENTAL PLAN

Delta Dental Plan - Borough pays

VISION SERVICE PLAN

Teamsters Local 97 Vision Plan - Borough pays

