

# **CLERKS COPY**

## **AGREEMENT**

**Between**

**THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS**

**(ROAD, SEWER, AND WATER)**

**AND**

**THE BOROUGH OF WOODLAND PARK**

**PASSAIC COUNTY**

**STATE OF NEW JERSEY**

**FOR THE CALENDAR YEARS**

**2008 THROUGH 2016**

## WITNESSETH

**WHEREAS**, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the Association representing the employees of the Department of Public Works (Road, Sewer & Water) of the Public Employer (hereinafter the "Association"), did submit their demands on salaries, hours of work and certain conditions of employment after formation of a Public Employees Bargaining Unit; and

**WHEREAS**, the Public Employer and the Association did negotiate on salary and certain other proposals regarding working conditions for the term commencing January 1, 2008 to and including December 31, 2016 and came to agreement thereon;

**NOW, THEREFORE**, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

### ARTICLE I

#### RECOGNITION

Section 1. The Public Employer hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining for Laborers of the Department of Public Works (Road, Sewer & Water) of the Borough of Woodland Park. The aforesaid being the full time permanent employees of said Department.

## ARTICLE II

### MANAGEMENT PREROGATIVES

Section 1. Nothing in this agreement shall be deemed to limit or restrict the Borough of Woodland Park as Public Employer in any way in the exercise of the functions of management, including but not limited to the right to manage, control and operate its facilities; to subcontract; direct the working forces, hire, promote, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work or for other proper reasons; the right to require employees to observe the Borough of Woodland Park's rules and regulations or the Borough of Woodland Park's right to make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement; the Borough of Woodland Park's right to introduce new and improved methods of operation, install new facilities, change existing methods or facilities; all of which rights are vested exclusively in the Borough of Woodland Park.

## ARTICLE III

### GRIEVANCE PROCEDURE

Section 1. A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2. A grievance shall be processed as follows:

Step 1. The employee, employees involved or the employee's representative shall present the grievance in writing to the employee(s) department head no later than two (2) working days of the occurrence causing the grievance. The response shall be made within three (3) working days to the employee(s) by said department head, as long as the department head is scheduled to work during that three (3) day period.

Step 2. If the grievance is not settled by Step 1, the grievance shall be submitted in writing to the Borough Administrator by the employee, employees involved or the employee's representative. The answer to such grievance shall be in writing with copies to the employee(s), department head and Mayor, and shall be made within five (5) working days of its submission, as long as the Administrator is scheduled to work during that five (5) day period.

Step 3. If the grievance is not settled by the preceding Steps, then the employee(s) shall have the right to request in writing that the Mayor act on the grievance. A written response shall be served upon the employee(s) Department Head and Administrator within seven (7) working days after the submission of the grievance.

Step 4. If the aggrieved is a permanent employee, he shall now have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act, should the grievance not be settled by Step 3.

#### ARTICLE IV

##### SALARIES

Section 1. Except as otherwise stated in Section 4 of this Article, effective January 1, 2008, the salary schedule for all employees hired prior to January 1, 2008 and who are represented by the D.P.W. for the years 2008 through 2016, shall be as designated in the Attachment to this agreement, which reflects annual salary increases as follows:

CALENDAR YEAR	PERCENTAGE INCREASE
2008	4.75%
2009	4.75%
2010	0%
2011	2.5%
2012	2.5%
2013	2.5%
2014	2.5%
2015	2.5%
2016	2.5%

Section 2. The salary schedule for all employees hired after January 1, 2010 and who are represented by the D.P.W. for the years 2010 through 2016, shall be as designated in the Attachment to this agreement, which reflects annual salary increases as follows:

CALENDAR YEAR	PERCENTAGE INCREASE
2010	0%
2011	2.5%
2012	2.5%
2013	2.5%
2014	2.5%
2015	2.5%
2016	2.5%

The salary chart for those employees hired after January 1, 2008, shall contain eight (8) steps as shown in the Attachment.

For those employees hired during calendar year 2010, the annual salary shall be \$33,000.00 in the first year of service (2010) and \$38,000.00 in the second year of service (2011). For subsequent years of service, the percentage increase noted above shall apply.

Section 3. Any retroactive increases shall be paid in a separate paycheck.

Section 4. The positions of Assistant Superintendent and Group Leader are off-guide and the persons holding those positions shall be entitled to annual salary increases as

follows:

CALENDAR YEAR	PERCENTAGE INCREASE
2008	4.75%
2009	4.75%
2010	0%
2011	2.5%
2012	2.5%
2013	2.5%
2014	2.5%
2015	2.5%
2016	2.5%

**ARTICLE V**

**LONGEVITY**

Section 1. All full-time permanent employees hired prior to August 15, 1998, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<b><u>YEARS OF SERVICE</u></b>	<b><u>% OF BASE SALARY</u></b>
After completion of five (5) years	2 percent
After completion of ten (10) years	4 percent
After completion of fifteen (15) years	6 percent
After completion of twenty (20) years	8 percent
After completion of twenty-four (24) years	12 percent

Section 2. All full-time permanent employees hired on or after August 15, 1998, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<b><u>YEARS OF SERVICE</u></b>	<b><u>% OF BASE SALARY</u></b>
After completion of fifteen (15) years	6 percent
After completion of twenty (20) years	8 percent
After completion of twenty-four (24) years	12 percent

Section 3. All periods of service shall be computed from January 1<sup>st</sup> of the year of full time permanent appointment unless the date of said appointment took place on or after July 1<sup>st</sup>, in which case said period of service shall be computed from January 1<sup>st</sup> of the year following said appointment. Said longevity pay shall be paid in equal payments within the employees' regular periodic paycheck. If an employee leaves the employment of the Borough of Woodland Park in year the longevity is due, he is entitled to longevity pro-rated on the basis of one-twelfth (1/12) for each month of service completed. Leaves

of absence, unless caused by illness or service connected disability, will disqualify an employee from receiving any longevity as he shall not have had consecutive and cumulative service.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

Section 1. The basic work week for all regular employees hired prior to January 1, 2008 shall be required to work forty (40) hours of work, Monday through Friday, eight (8) hour days, starting at 7:00 A.M. to 3:30 P.M. The basic work week for all regular employees hired after January 1, 2008 shall be required to work forty (40) hours of work, five (5) consecutive days at the discretion of management, eight (8) hour days, starting at 7:00 A.M. to 3:30 P.M.

Section 2. Each regular employee is entitled to take two (2) breaks as defined as total time away from job assignment, each work day, which shall be one (1) fifteen (15) minute break between the hours of 7:00 A.M. and 12 noon, and a one (1) fifteen (15) minute break between the hours of 12:30 P.M. and 3:30 P.M.

Section 3. Overtime shall be defined as work in excess of the employee's basic work pay or work week and shall be computed at time and one-half rate of pay (150% of the hourly rate).

Section 4. Regular employees shall have first preference over part time employees to work overtime when required.

Section 5. Overtime work shall be distributed among regular employees as equally as possible to those who are qualified to do the work required.

Section 6. Employees called upon to work overtime during emergencies shall be paid for a minimum of three hours.

Section 7. Employees called upon to work because of an emergency on a holiday, when they are not scheduled for that day, shall be paid at the rate of double time for all hours worked. The minimum hours of work to be paid shall be three (3). The effective date of this Section shall be the date of execution of the contract by both parties.

## **ARTICLE VII**

### VACATIONS

Section 1. Every employee who has accumulated the seniority hereinafter specified shall be entitled to vacation with pay for the respective number of days at his regular salary as

follows:

- |  |   |
|--|---|
| • Up to one (1) year of service                            | One (1) working day for each month of service |
| • After one (1) yr and up to ten (10) yrs of service       | Twelve (12) working days                      |
| • After ten (10) yrs and up to fifteen (15) yrs of service | Fifteen (15) working days                     |
| • After sixteen (16) years of service                      | Sixteen (16) working days                     |
| • After seventeen (17) years of service                    | Seventeen (17) working days                   |
| • After eighteen (18) years of service                     | Eighteen (18) working days                    |
| • After nineteen (19) years of service                     | Nineteen (19) working days                    |
| • After twenty (20) years of service and over              | Twenty (20) working days                      |

During the last calendar year of employment with the Borough, employees shall earn vacation time at the rate of one twelfth (1/12) per month of the respective number of vacation days at his/her level of seniority. For example: if an employee with twenty (20) years of service ceases employment with the Borough on July 1<sup>st</sup>, regardless of reason, he/she will be entitled to ten (10) vacation days for that calendar year as calculated – 20 vacation days / 12 months X 6 (Jan – June) = 10.



## **ARTICLE VIII**

### **HOLIDAYS**

Section 1. All full time Public Employees shall be entitled to twelve (12) paid holidays, as follows: New Year's Day; Memorial Day; Columbus Day; Lincoln's Birthday; Independence Day; General Election Day; Washington's Birthday; Labor Day; Thanksgiving Day; Good Friday; Veteran's Day; and Christmas Day.

## **ARTICLE IX**

### **HEALTH INSURANCE**

Section 1. The employer agrees to continue to provide all medical and dental insurance coverage negotiated at the signing of this Agreement. The parties further agree that the employees will not have to pay any contributions to the insurance premiums. This insurance will cover all D.P.W. Employees covered by this Agreement, their spouses and eligible dependent children. This insurance will be provided by a health insurance carrier, self insurance or other means at the discretion of the Borough.

The employer reserves the right to change the insurance carrier so long as the benefits, defined as medical procedures, visits, surgeries, rehab, etc., are substantially similar to the current benefits and the employees are not required to make contributions to the insurance premiums. Elective procedures such as Lasik surgery, breast augmentation and other similar cosmetic procedures shall not be covered except as medically necessary. In the event the employer seeks to change the carrier, it will give the D.P.W. at least sixty (60) days notice as long as the employer has sixty (60) days to provide such notice.

Section 2. The employer agrees that for employees hired prior to January 1, 1995, who have completed a minimum of twenty five (25) years of continued service or have

worked for the Municipality, fifteen (15) years and have reached the age of 62, the insurance stipulated herein shall continue to be provided to retirees and their spouses upon retirement in accordance with N.J.S.A. 40A:10-23. Upon attaining the age of 65, the retiree and his/her spouse shall be entitled to said insurance as supplementary medical insurance, which cost shall be borne by the Employer.

The employer shall not be responsible for providing health insurance to retirees as defined herein who receive health insurance from another employer of the employee subsequent to the date of retirement. An employee-retiree shall be reinstated into the Borough provided plan upon termination of coverage by the subsequent employer, which cost shall then be borne by the Borough.

Section 3. Employees shall be entitled to waive all health insurance coverage (inclusive of medical, dental and vision) and receive four thousand five hundred dollars (\$4,500.00) provided the employee can demonstrate that he or she has alternative medical coverage for the employee and any dependents. Such waiver will be in writing. The employee will receive the \$4,500.00 in quarterly payments. Employees will be able to return to the Borough's health insurance program under the following circumstances; (1) employee loses his or her alternative health insurance; (2) during the period of open enrollment; or (3) if the employee's alternative medical coverage changes.

## **ARTICLE X**

### UNIFORMS

Section 1: The Public employer shall provide six uniforms a year consisting of three (3) long sleeve; one (1) short sleeve and six (6) tee shirts and pants to all regular employees. The Public employer shall also purchase two pair of work boots per year

for all regular employees. Said work boots shall be of equal quality or better than those that have been previously purchased.

Uniforms shall be provided in May of said year.

Section 2. The employer shall provide a heavy weight winter jacket to all regular employees.

## **ARTICLE XI**

### **EYEGLASSES**

Section 1. The employer shall pay for an eye examination or prescription eyeglasses to either the employee, their spouse or eligible dependent children upon submission of Municipal Voucher form with evidence of payment for said services a maximum per family of Two Hundred (\$200) dollars per year.

## **ARTICLE XII**

### **BEREAVEMENT & PERSONAL LEAVE**

Section 1. Full time permanent personnel shall be entitled to up to three (3) days personal leave with pay each calendar year for a death in the immediate family. Immediate family shall be defined as follows: mother, step mother, father, step father, son, step son, daughter, step daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent, or grandchild. In the event of more than one death in a given calendar year, the employee may request in writing to the Mayor or Administrator consideration for an additional personal leave.

Section 2. Full time permanent personnel shall be entitled to up to four (4) days personal leave with pay each calendar year for the following reasons:

- (A) Special Religious Purposes.
- (B) Military Service Physical Examination when required.

- (C) Two of these 4 days may be for a private legal matter.
- (D) Two of these 4 days may be used for personal reasons and not be accounted for, however, such a day shall not immediately precede or succeed a holiday or vacation period.

Section 3. Any other reason for personal leave, subject to the Mayor's or Administrator's approval may be taken without compensation and in no case will consideration be given for personal leave other than stated above. In no case shall personal leave exceed five (5) days.

Section 4. The department head shall be notified in sufficient time to secure a replacement.

### **ARTICLE XIII**

#### **MAINTENANCE OF WORK OPERATIONS**

Section 1. There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Associations shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Public Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2. The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

### **ARTICLE XIV**

#### **RESIGNATION OR TERMINATION OF EMPLOYMENT**

Section 1. An employee who desires to resign from his position in the Public Works Department and/or the Department of Water Pollution Control shall be required to submit his resignation in writing to the employer thirty (30) days prior to his requested termination date.

Section 2. An employee who resigns or is terminated from his position in the Public Works Department and/or the Department of Water Pollution Control prior to the effective date of the adoption of the annual Salary Ordinance by the Employer, shall not be entitled to any salary increment, increase or other benefits provided for in said Salary Ordinance.

**ARTICLE XV**  
**SAVINGS CLAUSE**

Section 1. Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a Court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

**ARTICLE XVI**  
**SICK LEAVE**

Section 1. Employees covered by this Agreement shall be entitled to fifteen (15) days per annum as sick leave. Said sick days not utilized each year shall continue to accumulate from year to year.

During the last calendar year of employment with the Borough, employees shall earn sick time at the rate of 1.25 (15/12) days per month. For example: if an employee ceases employment with the Borough on May 1<sup>st</sup>, regardless of reason, he/she will be entitled to five (5) sick days for that calendar year as calculated –  $1.25 \times 4 \text{ months} = 5 \text{ sick days}$ .

Section 2. For employees who have completed a minimum of ten (10) years of continued service, upon retirement, as defined pursuant to the Public Employees Retirement System, all unused and accumulated sick days shall be compensated to each employee as follows:

- (a) The employee shall receive a lump sum cash payment at his then current rate of pay on a one-for-two basis until a maximum amount of Ten Thousand Dollars (\$10,000.00) is due and owing said employee for unused and accumulated sick leave.
- (b) The employee shall receive terminal leave for the balance thereafter of his unused and accumulated sick leave, if any, on the basis of one for every two days of sick time.

Section 3. An employee must advise the Employer of his retirement prior to April 1<sup>st</sup> of the year in which he will retire. Payment will then be provided upon his retirement date

or in April, whichever is later. In the event notice is rendered the employee shall be compensated in the first pay period following January. An employee may elect to receive his payment in the following calendar year even if notice of retirement is rendered to the Employer prior to April 1<sup>st</sup> of the year in which the Employee retires, provided that such option is exercised in writing at the same time the employee provides his notice.

Section 4. Sick leave is distinct from leave provided as a result of an injury or illness sustained in the performance of an employee's duty and work-related. In the event an employee receives compensation from another source (e.g., disability) while on sick leave which is reimbursed to the Borough, then the employee shall be credited the amount of the reimbursement as against his accrued sick leave.

Section 5. In the event of death of an employee, his estate shall be entitled to the compensation provided in this Article.

## **ARTICLE XVII**

### **TERMS OF CONTRACT**

Section 1. This Agreement shall become effective on January 1, 2008 and shall terminate on December 31, 2016. If either party desires to change this Agreement, it shall notify the other party in writing prior to the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If Notice is not given as herein required, this Agreement will automatically be renewed for another year.

## **ARTICLE XVIII**

### **RESIDENCY**

Section 1. The Borough of Woodland Park Ordinance No. 3-21 sets forth the residency requirements to be adhered to by the Association.

## ARTICLE XVIX

### DUES DEDUCTION

The Borough agrees to deduct Union dues and any Union initiation fees for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Borough a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Borough.

The Borough agrees to deduct 85% of the current dues from the wages of any employee who has elected not to become a member of the Woodland Park D.P.W. Association.

The Borough will deduct the current union dues from the pay of the employee(s) on a weekly or a monthly basis; however, not more than four (4) times in any one month provided that, if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Borough will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the Borough and only such amounts becoming due and payable in such month. The Borough shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the tenth (10<sup>h</sup>) day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain the appropriate refund from the Association.

If during the life of this Agreement, there shall be any change in the rate of membership


dues, the Association shall furnish to the Borough notice of the change at least thirty (30) days prior to the effective date of such change.


The Association shall indemnify and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Borough for purpose of complying with the provisions of this Article.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

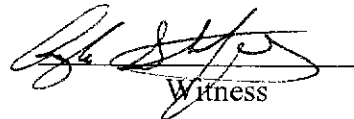
THE BOROUGH OF WOODLAND PARK

THE ASSOCIATION OF THE  
EMPLOYEES OF THE  
DEPARTMENT OF PUBLIC  
WORKS (ROAD, SEWER &  
WATER) OF THE BOROUGH  
OF WOODLAND PARK

  
\_\_\_\_\_  
Mayor Pat Lepore      5-20-2010  
Date

  
\_\_\_\_\_  
Matthew Mulrooney, President      5-20-10  
Date

\_\_\_\_\_  
Kevin Galland, Municipal Clerk      \_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness      5/20/10  
Date



# ATTACHMENT

DPW EMPLOYEES HIRED PRIOR TO JANUARY 1, 2008												
	Eff. 1/1/07	Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11	Eff. 1/1/12	Eff. 1/1/13	Eff. 1/1/14	Eff. 1/1/15	Eff. 1/1/16		
		1.0475	1.0475	1	1.025	1.025	1.025	1.025	1.025	1.025		
FIRST YEAR OF SERVICE	\$43,404	\$45,466	\$47,625	\$47,625	\$48,816	\$50,036	\$51,287	\$52,569	\$53,884	\$55,231		
SECOND YEAR OF SERVICE	\$47,231	\$49,474	\$51,825	\$51,825	\$53,120	\$54,448	\$55,809	\$57,205	\$58,635	\$60,101		
THIRD YEAR OF SERVICE	\$51,060	\$53,485	\$56,026	\$56,026	\$57,427	\$58,862	\$60,334	\$61,842	\$63,388	\$64,973		
FOURTH YEAR OF SERVICE	\$54,636	\$57,231	\$59,950	\$59,950	\$61,448	\$62,985	\$64,559	\$66,173	\$67,828	\$69,523		
FIFTH YEAR OF SERVICE	\$61,519	\$64,441	\$67,502	\$67,502	\$69,190	\$70,919	\$72,692	\$74,510	\$76,372	\$78,282		
SIXTH YEAR OF SERVICE	\$65,088	\$68,180	\$71,418	\$71,418	\$73,204	\$75,034	\$76,910	\$78,832	\$80,803	\$82,823		
DPW EMPLOYEES HIRED AFTER JANUARY 1, 2010												
		Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11	Eff. 1/1/12	Eff. 1/1/13	Eff. 1/1/14	Eff. 1/1/15	Eff. 1/1/16		
					1.025	1.025	1.025	1.025	1.025	1.025		
FIRST YEAR OF SERVICE		NA	NA	\$33,000	\$33,825	\$34,671	\$35,537	\$36,426	\$37,336	\$38,270		
SECOND YEAR OF SERVICE		NA	NA	NA	\$38,000	\$38,950	\$39,924	\$40,922	\$41,945	\$42,994		
THIRD YEAR OF SERVICE		NA	NA	NA	NA	\$50,036	\$51,287	\$52,569	\$53,883	\$55,230		
FOURTH YEAR OF SERVICE		NA	NA	NA	NA	\$54,448	\$55,809	\$57,204	\$58,635	\$60,100		
FIFTH YEAR OF SERVICE		NA	NA	NA	NA	NA	\$60,334	\$61,842	\$63,388	\$64,973		
SIXTH YEAR OF SERVICE		NA	NA	NA	NA	NA	NA	\$66,173	\$67,827	\$69,523		
SEVENTH YEAR OF SERVICE		NA	NA	NA	NA	NA	NA	NA	\$76,372	\$78,281		
EIGHTH YEAR OF SERVICE		NA	NA	NA	NA	NA	NA	NA	NA	\$82,823		

