

**LABOR AGREEMENT**

**BETWEEN**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469**

**AND**

**THE BOROUGH OF NORTH CALDWELL**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

# RESOLUTION

BOROUGH OF NORTH CALDWELL, ESSEX COUNTY, NEW JERSEY

R-131-09

**TITLE: A RESOLUTION AUTHORIZING & DIRECTING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOROUGH OF NORTH CALDWELL AND IBT LOCAL 469**

**WHEREAS**, the IBT Local 469 is the bargaining unit for certain employees of the Borough of North Caldwell working in the Borough's Department of Public Works; and

**WHEREAS**, the Borough and the IBT Local 469 were able to reach agreement on a collective bargaining agreement for the period January 1, 2009 to December 31, 2011; and

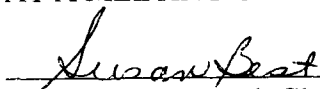
**WHEREAS**, the Borough and the IBT Local 469 seek to memorialize the agreement of the parties regarding those terms and conditions of employment agreed to by the parties by way of an executed collective bargaining agreement;

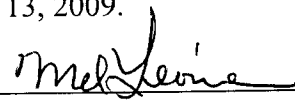
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH CALDWELL, COUNTY OF ESSEX, STATE OF NEW JERSEY, AS FOLLOWS:**

1. The Mayor of the Borough and other officials of the Borough be and are hereby authorized and directed to execute the Collective Bargaining Agreement by and between the Borough and the IBT Local 469 covering the period January 1, 2009 to December 31, 2011, in the form as annexed hereto, following execution of said agreement on behalf of the IBT Local 469.
2. This Resolution shall take effect immediately upon passage and publication in accordance with law.

COUNCIL MEMBER	YES	NO	ABSTAIN	ABSENT	COUNCIL MEMBER	YES	NO	ABSTAIN	ABSENT
ALESSI	x				CHIAIA				x
ASTORINO	x				SANTOMAURO	x			
CAMPBELL	x				VOLKERT				x

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF NORTH CALDWELL AT A MEETING OF SAID COUNCIL HELD ON OCTOBER 13, 2009.

  
 \_\_\_\_\_  
 Susan Best, Borough Clerk

  
 \_\_\_\_\_  
 Mel Levine, Mayor

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**LABOR AGREEMENT BETWEEN  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469  
AND THE BOROUGH OF NORTH CALDWELL**

**THIS AGREEMENT**, is entered into this 14th day of September, 2009 between LOCAL UNION NO. 469, affiliated with **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the "Union" and the **BOROUGH OF NORTH CALDWELL**, hereinafter referred to as "Borough" or "Employer."

The Employer and the Union agree as follows:

**I. RECOGNITION**

A. The Employer recognizes Local Union No. 469, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all Blue Collar D.P.W. Workers covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

B. Excluded are all professional, office clerical, supervisory and other employees excluded by law as well as managerial executives, and confidential employees as defined by N.J.S.A 34:13A-3.

**II. DUES CHECK OFF**

A. The Employer agrees, for each of its employees covered by this Agreement who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Union Local 469 by check within ten (10) working days after the first period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9(e)) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

D. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

### **III. AGENCY SHOP**

A. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Borough Administrator 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.

B. The Union agrees that it will indemnify and save harmless the Borough against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Borough at the request of the Union under this Article.

**IV. UNION REPRESENTATION**

A. Upon notification to and approval by the Borough Engineer, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Borough/Union business, and will not interfere with the normal working operations of the Employer. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Borough/Union business during working hours shall not be abused.

B. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information
  - (a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

C. Job stewards and alternates have no authority to take any action interrupting the Employer's business.

D. The Employer recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

E. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has precipitated a slowdown or work stoppage in violation of this agreement.

F. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay with the permission of the Borough Engineer. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

G. A duly authorized representative of the Union, designated in writing after notice to the Borough Engineer, shall be admitted to the premises during reasonable business hours for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement provided, however, that there is no interruption of the Employer's working operations.

H. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

I. The Employer will notify the Union two (2) weeks prior to a layoff.

J. The Employer will provide the Union with an updated list of covered employees



showing name, address, classification and social security number and changes as they occur.  
An updated list shall be provided at least annually.

K. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

L. The Employer will notify the Union within one (1) week of any new hires.

M. The Employer shall allow examination of all personnel records of covered employees, including merits, demerits, promotions, vacation, sick time and personal days, during work hours upon advance notice to and scheduled appointment with the Borough Engineer.

**V. MANAGEMENT RIGHTS**

The Employer shall retain all rights of management resulting from ownership or pertaining to its operation except as such rights are limited or modified by the provisions of this Agreement.

**VI. NO STRIKE NO LOCKOUT**

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto acknowledge that under New Jersey law, they have no right to strike and agree for the term of this Agreement that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdowns, job actions, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

C. The Employer shall have the right to discipline or discharge any employee causing a strike, slowdown or other such interference.

D. In consideration of the foregoing, the Employer agrees not to lock-out or cause to be

locked out, any employee covered under this provision of this Agreement.

**VII. DISCIPLINE AND DISCHARGE**

A. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or disciplining any employee covered by this Agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within ten (10) calendar days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

C. In all cases of discipline, the Borough agrees to abide by the principal of progressive discipline. The Borough will expunge from the employee's personnel file any verbal reprimand which is older than six months, so long as there has not been other discipline during that six month period.

**VIII. GRIEVANCE AND ARBITRATION**

A. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and to promote employee morale.

B. A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this

Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

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

Step 1. The aggrieved employee or employees and the shop steward shall present the grievance in writing to the Borough Engineer/Public Works Superintendent or his designee within ten (10) calendar days after the facts giving rise to the grievance have occurred and a written decision on the grievance shall be submitted to the Union within ten (10) calendar days after presentation.

Step 2. If the grievance is not resolved under Step 1 hereof, the grievance may be presented to the Borough Administrator within ten (10) calendar days of the response from the Department Head. The Administrator shall have ten (10) calendar days to respond to the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2 hereof, either party may, within thirty (30) calendar days following the time period set forth in Step 2 hereof, refer the matter to the New Jersey Public Employment Relations Commission for selection of an arbitrator for the interpretation and/or application of a specific provision of this Agreement.

(a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

(b) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the dispute.

(c) All fees and expenses or administrative charges for the arbitrator

shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses.

(d) The arbitrator shall hold the hearing at a time and place convenient to the parties.

(e) In cases involving back pay, the arbitrator may award such back pay only to the date of the original filing of the grievance.

D. All of the time limits contained in this Article of this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to automatically process the grievance to the next step.

#### **IX. PROBATIONARY EMPLOYEES**

New employees will be regarded as probationary for the first ninety (90) calendar days of employment, during which time the Employer can reprimand or discharge, with or without cause, without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. Following successful completion of their probationary period, the Mayor and Council shall pass a resolution appointing employee permanently and employee will be placed on the seniority list retroactive to his/her first day of work.

#### **X. PROMOTIONS AND DEMOTIONS**

A. The Borough shall post all vacancies. The Borough Engineer/Public Works

Superintendent or his designee shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees on vacation have the right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees out on sick leave will be given notice of any opportunity to bid on a job vacancy, however, the job will not be held open more than ten (10) working days following the end of the posting period.

B. Vacancies shall be awarded to the most senior employee deemed qualified by the Borough who bids for the job, it being understood that the Borough is not limited to promoting from within the bargaining unit.

#### **XI. HOURS OF WORK**

A. The Employer agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.

B. The scheduled hours of work are 7 a.m. to 3:30 p.m. The Borough reserves the right to revert back to the previous work hour schedule (8 a.m. to 4:30 p.m.) with seven (7) days notice to the employees.

C. The Employer agrees to allow a paid fifteen (15) minute wash up time at the end of each day.

D. The Employer shall allow a one-half (1/2) hour unpaid lunch period each day.

E. The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

F. The Employer agrees to compensate employees with a meal allowance of actual cost not to exceed \$15.00 for each lunch period accorded pursuant to subparagraph XI (E).

G. The Employer shall allow a paid fifteen (15) minute break once during the morning and once during the afternoon.

H. The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof each day, Monday through Friday.

I. The Employer agrees to guarantee an employee actual time rounded to the next quarter hour at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time or prior to their starting time.

J. The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to return to work after quitting time.

K. The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or Holiday.

L. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, unless the employee so desires.

M. Employees shall be given the option to take compensatory time in lieu of overtime pay. Compensatory time shall not exceed forty (40) hours in any calendar year. Compensatory time must be utilized in the year earned otherwise all compensatory time will be paid to the employee in December. There shall be no carry over of compensatory time.

N. Employees performing emergency work as may be directed for more than four (4)

consecutive hours outside their normal work day may take a paid rest period of one-half (1/2) hour after each four (4) hours of such work. The meal allowance provision shall apply to this paragraph.

**XII. PREMIUM PAY**

A. The Employer agrees to pay premium wages in accordance with the following rules:

1. One and one-half (1-1/2) times the straight time hourly rate shall be paid

for:

(a) All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.

(b) All hours spent in the service of the Employer prior to the scheduled starting time.

(c) All hours spent in the service of the Employer on any Saturday.

2. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or Holiday.

B. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

C. The method of recording an employee's overtime will be as follows:

1. Overtime employee physically worked.

2. Overtime employee orally refused.

3. Overtime employee was too ill to work.

D. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with paragraph C.

E. There shall be no pyramiding of overtime.

F. All available employees shall be expected to work emergency overtime when requested, unless excused by the Employer.

G. Continuous Work - When an employee has worked for six or more continuous hours and is then required to immediately begin to work at the start of their regular shift, he/she shall continue to be paid at the premium rate of pay until relieved from duty.

**XIII. BULLETIN BOARDS**

The Union shall have the use of a bulletin board on the Employer's premises for posting notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the bulletin board and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted.

**XIV. HOLIDAYS**

A. The Employer agrees to pay employees eight (8) hours pay without working for each of the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article XII of this Agreement, whichever is greater (exclusive of any lunch break), on such holiday.

C. The date of observance of holidays shall be in accordance with the schedule



prepared annually by the Borough Administrator.

**XV. SICK LEAVE**

A. Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time while caring for an ill member of the employee's immediate family. Immediate family is defined as spouse, child or any other blood relative residing with the employee.

B. If an employee is absent for reasons that entitle him to sick leave, the Borough Engineer/Public Works Superintendent or his designee shall be notified promptly. Notification shall be made by telephone to the Borough Engineer/Public Works Superintendent or his designee, and the Shop phone. Failure to notify the Borough Engineer/Public Works Superintendent or his designee may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

C. Employees shall receive twelve (12) days of sick leave per contract year commencing on January 1 of each year, to be used in case of non-occupational illness or injury not covered by "Workers' Compensation." New employees shall earn, during their first year, sick leave at the rate of one (1) day per each full month of service with the Borough to a maximum of twelve (12) days per contract year. Following completion of one full year, new employees shall be credited on the next January 1 with twelve (12) sick days per year. Sick leave shall not be substituted for vacation leave.

D. Unused sick leave days may be accumulated and carried from year to year. Unused sick time can be cashed in at retirement to a maximum of 60 days, not to exceed \$15,000, including all days sold back pursuant to paragraph I of this Article.

E. Any employee who is absent on sick leave for five (5) or more consecutive

working days shall be required to submit a physician's certificate as evidence substantiating the illness. Notwithstanding the preceding, the Employer may require the Employee to provide a doctor's note at anytime for sick leave verification where abuse exists or the Employer suspects abuse. In addition, the Employer may require any employee who has been absent because of illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

F. The Borough's policy on FLA/FMLA leave is incorporated herein, in its entirety.

G. Following exhaustion of all paid time, Employees covered by this Agreement may be granted a leave of absence without pay with the approval of the Borough Council for up to a three month period which may be extended up to a maximum of one year. Each case is considered on its merits and does not set precedent. Leaves may be requested for:

1. Temporary incapacity.
2. Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Borough or of fitting himself for promotion.
3. Because of extraordinary reasons, sufficient in the opinion of the Borough Administrator and the Borough Council, to warrant a leave of absence.

H. Upon return from leave an employee will be entitled to a position of equal status and pay to that which was held when the employee went on leave. After the expiration of the leave of absence, benefits which were not accorded the employee while on unpaid leave of absence will accrue again.

I. Unused Sick Leave earned in each year (12 days) may be paid in cash upon request by the Employee.

On or about December 1<sup>st</sup>, the Employer shall advise each Employee of their

unused Sick Leave balance as of November 30<sup>th</sup>, and should the Employee request payment in cash, the calculated amount will be issued with the first payroll check issued in the month of December.

In the event it was necessary that Sick Leave which was paid in cash is utilized in the month of December, a deduction in the next succeeding year allocation shall be made or shall be deducted from pay in the event of the employee's resignation prior to the accrual of sick pay entitlement. Any Sick Leave earned and not paid in cash shall accrue only for use by the Employee in the event it becomes necessary.

**XVI. WORKING AT DIFFERENT RATES**

Employees assigned to higher classifications caused by the absence of both the foreman and the senior maintenance workers shall receive one (\$1.00) dollar per hour in addition to their regular rate of pay.

**XVII. RATES OF PAY**

A. Employees shall be granted hourly rate increases annually as follows, which is set forth in Schedule A:

2009	\$ .70
2010	\$ .50
2011	\$ .70

B. The minimum starting salary for the Maintenance Worker classification is established at \$31,523 for 2009 and pursuant to paragraph A above shall increase by \$.50/hour in 2010, and \$.70/hour in 2011. The minimum salary shall take affect upon the satisfactory completion of the 90-Day probationary period set forth in Section IX and shall remain in effect for a period of twelve (12) months. Incremental raises for new hires shall be made on the personal anniversary date of the employee. For example, a new hire as of November 1, 2009 will be

compensated at the annual rate of \$31,523 from November 1, 2009 through October 31, 2010. The employee will thereafter be compensated at the annual rate of \$32,563 (\$31,523 + 1,040 [\$.50 per hour]) for the balance of 2010. The incremental step of \$1,456 (\$.70 per hour) shall to applied to the \$32,563 base for personal anniversary dates falling in 2011.

C. Any employee who is promoted to the next higher job classification shall receive no less than a three (3%) percent increase in his then rate of pay effective as of the promotion date for the balance of the year in which the promotion takes place.

**XVIII. SEPARATION OF EMPLOYMENT**

A. Upon discharge, the Employer shall immediately pay all monies including pro-rata vacation pay due to the employee.

B. Upon quitting, the Employer shall pay all monies due to the employee including pro-rata vacation pay on the pay day in the week following such quitting.

C. Final payment of monies owed to the Employee will be made upon the return of all Borough property.

**XIX. SPECIAL LICENSES**

A. The Employer shall pay the fee for the grant or renewal of any special licenses, except driver's licenses, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

B. The Borough agrees to meet with the Union and discuss costs should CDL holders be required to incur fees above license renewal.

**XX. JOB CLASSIFICATION SHEETS**

A. The Employer will prepare and make available to the Union Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and

any new classifications coming under this Agreement.

B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate of pay. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

**XXI. SENIORITY**

A. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

B. An employee shall lose seniority rights only for any one of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within the prescribed period upon recall as provided

in the layoff and recall provisions of this Agreement.

4. Continuous layoff beyond recall period for reemployment outlined elsewhere in this Agreement.

C. Seniority shall prevail in all provisions of this agreement where a preference may be exercised.

**XXII. PAY DAY**

Employees will be paid their annual salary in twenty-six (26) equal bi-weekly installments in accordance with the schedule prepared annually by the Borough Administrator.

**XXIII. SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with shower and toilet facilities. Employees shall keep the facility neat and

clean.

**XXIV. MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions provided in this Agreement shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement unless otherwise mutually agreed to by the parties.

**XXV. UNIFORMS**

A. The Employer shall provide and maintain at no cost to the employee the following uniforms:

- |  |                            |
|--|----------------------------|
| 11 prs. Pants                          | 2 lightweight jackets      |
| 6 full button short sleeve shirts      | 1 summer coverall          |
| 6 2-button placket short sleeve shirts | 1 winter coverall          |
| 5 long sleeve shirts                   | 1 winter jacket            |
| 1 safety-colored sweatshirt            | 1 reflective safety jacket |
| 1 blue sweatshirt                      | 5 mock turtleneck shirts   |

B. The Employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

- |                |                  |
|----------------|------------------|
| Safety glasses | Pr. safety shoes |
| Pr. gloves     | Pr. boots        |
| Safety hat     | Rain suit        |

C. The Employer shall replace uniforms, protective clothing and other issued equipment on a fair wear and tear basis.

D. The Borough shall provide each employee with a one-time payment in January of

each year of this Agreement (retroactive to January 2009) in the amount of \$420, which is the equivalent of \$35 per month for being available for work and work-related matters via their personal cell phone.

**XXVI. SAVINGS CLAUSE**

A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.

B. If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**XXVII. PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement.

**XXVIII. TRAINING AND TUITION REIMBURSEMENT**

A. The Employer shall encourage self-improvement and shall support a training assistance program for its employees based on job related requirements.

B. Employee requests for tuition reimbursement must be submitted for approval to the Borough Engineer/Public Works Superintendent or his designee to determine job relevancy and availability of funds. All requests for training and reimbursement must be approved by the Borough Engineer/Public Works Superintendent or his designee prior to employment enrollment in any course or program.

**XXIX. VACATIONS**

A. Vacation entitlement shall be based on the employee's anniversary date of

employment.

B. Vacation pay shall be based on an employee's forty (40) hours straight time pay.

C. Employees shall earn annual vacation leave in accordance with the following schedule:

<u>TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
Completion of 1 year to 5 years	10 days
Completion of 6 years to 10 years	15 days
Completion of 10 years or more	20 days

D. For the purpose of computing vacation entitlement, eight (8) hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

E. Employees shall submit their requests for vacations on or before April 1st and the Employer shall respond to such requests on or before April 15th of each year. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit, but senior employees shall be given preference over junior employees only for two weeks (10 days) of vacation selection. After all employees have selected a minimum of two weeks (10 days) vacation, preference with respect to the selection of additional vacation will again be governed by seniority.

F. Only two (2) employees may be out on vacation at any one time.

G. Employees shall be allowed to carryover ten (10) days of vacation to the following year with approval of the Borough Engineer/Public Works Superintendent or his designee only.

H. Employees shall receive vacation pay in advance of their vacation provided they furnish the Employer with written request for same at least two weeks in advance of their scheduled



vacation.

I. In the event a holiday falls during an employee's vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time.

J. In the case of discharge, dismissal, or voluntary leaving the Borough's employment, the employee's vacation shall be prorated from the first of the year. In the event of an employee's death, unused vacation for the year shall be paid to his/her estate.

K. Employees may request a change in their vacation schedule by submitting a request to the Borough Engineer/Public Works Superintendent or his designee at least five (5) days in advance of their scheduled vacation.

L. In the event of a death in the employee's family while an employee is on vacation, the employee may reschedule their vacation.

M. Vacation may be taken in one-half (1/2) day increments up to a total of three (3) one-half (1/2) day increments.

**XXX. GROUP INSURANCE AND PENSION**

A. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

B. Pension benefits shall be based on regular wages and any other compensation entitlements.

**XXXI. HEALTH INSURANCE COVERAGE**

A. Each employee shall be enrolled in the New Jersey State Health Benefits Program. The Borough will continue to provide the State Health Benefits Plan Health Insurance to all full time employees on the payroll as of the ratification date of the contract and their dependents and pay the premium for the plan

selected.

- B. For all employees hired after September 14, 2009, the Borough will pay the premium for NJDIRECT15 for the employee and his/her dependent. New employees who select any other plan will pay the difference in the premium between the NJDIRECT15 and the plan selected. The co-pays associated with the plan selected by the employee remain the responsibility of the employee.
- C. Beginning January 1, 2010, all employees will be required to contribute to their health benefits premium equal to 5.0% of the cost of the plan selected.
- D. Any employee choosing to forego health insurance coverage provided for in this Article, and can show proof of alternative coverage, shall receive 25% of the savings based on the cost of the Plan the employee is eligible to select. The 25% savings will be paid during the month of December.
- E. Family dental coverage shall begin when the first child reaches age 4.
- F. The Employer reserves the right to change healthcare providers so long as equal to or better coverage is provided than the currently provided NJDIRECT15 plan.

**XXXII. NON-DISCRIMINATION**

A. There shall be no discrimination or interference, by the Employer or any of its agents, against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

B. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and

regulations.

**XXXIII. JURY DUTY**

A. An employee summoned to jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the employee is excused after 12:00 noon except in case of emergency.

B. Any payment received for jury duty shall be retained by the employee. Employee must present Employer with proof of jury service.

**XXXIV. SAFETY**

A. The Employer shall not require, direct, or assign any employee(s) to work under unsafe or hazardous conditions. As determined by the Borough Engineer/Public Works Superintendent or his designee, no less than two (2) employees shall be on assignment where the engineer determines reasons of safety require such an assignment. The employee(s) upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. If the supervisor takes the responsibility and directs the work to continue, the employee(s) shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

B. The Employer shall provide all tools and safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of two Union and two management members. The purpose of the safety committee shall be to establish and

enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

**XXXV. LIE DETECTOR TEST**

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**XXXVI. MILITARY LEAVE**

Military leave will be provided to all Employees covered by this Agreement in accordance with State law.

**XXXVII. COMPENSATION CLAIMS**

A. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

B. In the event that an employee is injured on the job and is required to lose time from work that day because of such injury, the Employer shall pay such employee his day's pay for that day or portion thereof lost because of such injury. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

C. Any job related injury must be reported to the Borough Engineer/Public Works Superintendent or his designee immediately. Authorized report forms must be completed by the employee. If prompt notification is not possible, a written report must be filed on the following day. The Borough must file a written report with its insurance carrier within forty-eight (48)

hours of the incident.

D. Employees hurt on the job will receive 30 days of pay at full pay for all worker's compensation claims. All monies from the worker's compensation carrier must be turned over to the Borough. After 30 days, if the employee remains out on worker's compensation, he/she shall only be entitled to that amount paid by worker's compensation.

E. Time lost due to on the job injury shall not be charged against employees' vacation, sick or personal time.

### **XXXVIII. LAYOFFS AND RECALL**

Whenever the Employer reduces the work force, the following procedure shall apply:

A. Employees shall be laid off in the order of least total employment seniority, provided the remaining employees are then qualified or can qualify within the two week notice period to perform the work to be done.

B. Notice of such layoffs will be given at least two weeks before the scheduled layoff.

C. A laid off employee shall have preference for reemployment for a period of one year.

D. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re-employment who is ready, willing, and able to be reemployed as provided under the provisions of this Article of the Agreement.

E. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee.

**XXXIX. SUB-CONTRACTING**

The Employer may continue to let subcontracts for the work or service presently performed by or hereafter assigned to employees covered by this Agreement provided:

- A. No employees are on layoff with unexpired recall rights.
- B. Employees shall not be laid off while contractors are performing work.
- C. The letting of subcontracts shall not be used to avoid the terms and conditions of this Agreement.

**XL. PERSONAL DAYS**

- A. Each employee covered by this Agreement may receive two (2) days leave with pay for personal business during each calendar year of this Agreement, at any time during the calendar year, if approved in advance by the Borough Engineer/Public Works Superintendent or his designee except in case of emergency, which leave shall not be cumulative from year to year.
- B. Personal days may be taken in one-half (1/2) day increments.

**XLI. DEATH IN THE FAMILY**

Wages up to three (3) consecutive days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse or significant other, civil union partner, children, step children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and grandparents, or any person related by blood or marriage residing in an employee's household, up to and including the date of burial.

**XLII. TERMINATION CLAUSE**

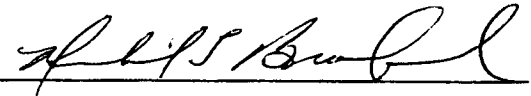
This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011 and shall continue from year to year thereafter unless written notice of desire to

cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

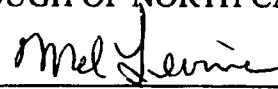
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by the appropriate officer of each party.

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA, LOCAL 469

Dated: 10-3-09

By: 

Dated: October 13, 2009

BOROUGH OF NORTH CALDWELL  
By: 

SACML\North Caldwell\LABOR AGMT 2009-2011.doc

ATTEST:

  
Susan Best, Borough Clerk

**SCHEDULE A**

**TO**

**LABOR AGREEMENT BETWEEN INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 469 AND THE BOROUGH OF NORTH CALDWELL**

<b>JOB CLASSIFICATION</b>	<b>RATE OF PAY</b>		
	<b>2009</b>	<b>2010</b>	<b>2011</b>
MAINTENANCE FOREMAN	\$49,272 to \$57,675	\$50,312 to \$58,715	\$51,768 to \$60,171
SENIOR MAINTENANCE WORKER I	\$57,104	\$58,144	\$59,600
SENIOR MAINTENANCE WORKER II	\$57,558	\$58,598	\$60,054
MAINTENANCE WORKER	\$36,395 to \$43,821	\$37,435 to \$44,861	\$38,891 to \$46,317
MAINTENANCE WORKER Start Rate	\$31,523	\$32,563	\$34,019

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