

**AGREEMENT
BETWEEN
BOROUGH OF NORTH CALDWELL
AND
WEST ESSEX P.B.A. LOCAL 81**

JANUARY 1, 2012 through DECEMBER 31, 2014

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PREAMBLE

THIS AGREEMENT, made and entered into at North Caldwell, New Jersey, this _____ day of _____, 2012, by and between the **BOROUGH OF NORTH CALDWELL**, in the County of Essex, hereinafter referred to as the “Borough” or “Employer”, and **WEST ESSEX POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO. 81**, hereinafter referred to as the “**P.B.A.**”.

WITNESSETH

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough Council and the Borough Administration retain basic decision-making power over fiscal and management questions; and

WHEREAS, the Borough has the obligation to negotiate with the P.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

A. The Employer hereby recognizes the P.B.A. as the exclusive bargaining representative with respect to rate of pay, hours, and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants, and Lieutenants (“Officers”), excluding all other employees of the Borough.

ARTICLE II

A. Officers shall receive wage rates set forth in Schedule A or Schedule B annexed hereto, including step guide movement, based on the officer’s date of hire, retroactive to January 1, 2012.

B. Incremental increases.

1. Upon recommendation of the Chief of Police and approval of the Borough Council, Officers will receive incremental increases on their anniversary date.

2. For all Officers who are subject to receive an incremental increase on their anniversary date, the Chief shall conduct a performance review on each such Officer in writing, and shall disclose the contents of such review to the Officer six (6) months prior to his anniversary date. Based upon the Officer’s performance to date, the Chief shall indicate preliminarily whether he will recommend that the Officer shall receive their incremental raise.

3. In the event it would be the Chief’s recommendation not to grant such increase, then the Chief shall specify the reasons for his decision, citing specific examples evidencing less than satisfactory performance. Additionally, the Chief shall specify a course of action to be taken by the Officer that, if followed, shall nullify the Chief’s preliminary unfavorable recommendation. The Officer and his or her squad

leader shall be given the opportunity to respond to the Chief's preliminary review in writing.

4. Two (2) months prior to the Officer's anniversary date, the Chief will again conduct a performance review. In the event it is his decision not to recommend an increase, he will follow the procedure outlined in Paragraph 3, setting forth a reasonable period of time in which the Officer may remedy his or her deficiencies. At the end of such remedial period, the Chief shall again conduct a written review.

5. Any disagreements concerning the performance review procedure outlined above shall be subject to the Grievance Procedure of this Agreement.

C. In addition to the above, longevity payments shall be provided to officers hired prior to January 1, 2012 as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 10 years	5% of base rate
Completion of 15 years	8% of base rate
Completion of 20 years	10% of base rate
Completion of 24 years	12% of base rate

Officers hired on or after January 1, 2012 shall be provided with longevity payments according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 10 years	\$4,000
Completion of 15 years	\$6,000
Completion of 20 years	\$9,000

D. Officers assigned to the Detective Bureau shall receive an annual stipend of One Thousand (\$1,000.00) Dollars in addition to their regular wages. If an Officer is assigned to the Detective Bureau after January 1 of any year, the stipend will be pro-rated for the year of appointment. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

E. Any Officer possessing Emergency Medical Technician certification shall receive an annual stipend of Six Hundred (\$600.00) Dollars in addition to their regular wages. Should any Officer obtain Emergency Medical Technician Certification after January 1 of any year, the stipend will be pro-rated for that year. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

F. Any officer who works in place of a Sergeant as Officer in Charge (OIC) for six (6) hours shall receive top Sergeant's pay for those six (6) hours and any additional hours worked as OIC.

ARTICLE III

A. WORK WEEK & DAY

1. The regular work week shall be three (3) consecutive work days followed by three (3) consecutive non-work days, on a continuing basis throughout the term of this agreement.

2. The work day shall consist of twelve (12) consecutive hours in any one (1) day of the work week.

3. The regular work week for personnel within the Detective Bureau shall consist of forty (40) hours, specifically five (5) work tours, each being no more than eight (8) consecutive hours in duration within each day of a seven (7) day calendar week. The scheduling of such working tours shall be determined by the Chief of Police in consultation with the Detective Bureau based upon the operational needs of the Bureau.

4. No Officer's work schedule will be involuntarily changed, altered, or modified on less than sixty (60) day's notice unless the need for such change, alteration, or modification was not known by such date or the need is occasioned by an emergency.

B. OVERTIME

1. (a) In the event an Officer is directed by a superior or reasonably required by circumstance to continue working after the completion of the twelfth (12) consecutive hour of his normal work day, any such work shall constitute overtime work which shall be compensated for at the premium rate of time and one-half his or her regular hourly rate of pay, with a minimum guarantee of two (2) hours premium pay.

(b) Overtime for the Detective Bureau shall accrue after the eighth (8th) consecutive hours of his or her normal work tour or on his or her regularly scheduled day off. All other terms of overtime compensation as defined herein shall apply to the Detective Bureau.

(c) Effective with the signing of this agreement, all extra duty work (performed for an outside contractor) shall be paid through the Borough payroll system at the employee's time and one-half (1 ½) rate of compensation. The Employer shall be

permitted to add a ten percent (10%) surcharge to said rate. The Borough shall take any and all lawful steps, including but not limited to classifying all extra duty work as "law enforcement work", to insure that all extra duty work shall be offered first to members of the P.B.A. employed by the Borough of North Caldwell Police Department before being offered to any other individuals, entities, or organizations.

2. (a) Any Officer who is asked or required by a superior to return to work after the completion of his or her regularly scheduled shift shall be compensated for such call-in overtime work at his or her premium rate of time and one-half his regular hourly rate of pay, with a minimum guarantee of two (2) hours of premium pay. "Work", for purposes of this subparagraph, shall mean regular police duty work and required attendance at training and departmental meetings. However, for the purposes of this subsection, "regular police duty work" shall not include a required return to work for disciplinary reasons.

(b) Any Officer who is required to appear before any Grand Jury, Juvenile Court, Municipal Court, any upper Court, or other agency which requires the Officer's presence for any judicial, administrative, or investigatory procedure at a time other than his or her regularly scheduled work shift, shall be compensated at the premium rate of time and one-half his or her regular rate for all such hours with a minimum guarantee of two (2) hours pay.

C. MANNER OF PAYMENT FOR OVERTIME

1. Officers entitled to overtime pay under this Article may be compensated in either cash payment or "compensatory time off"; all overtime hours

worked multiplied by one and one-half, at the discretion of the Officer with the approval of the Chief of Police. No Officer shall be eligible to accumulate compensation time off in excess of a maximum of sixty (60) hours total time off.

2. In the event an Officer reaches the maximum accumulation of compensatory time, any overtime hours shall compensated in cash payments until such time as the Officer's accumulation of compensatory time is less than the maximum. When it is again permissible, the Borough may again allocate overtime hours to be paid in the form of compensatory time.

D. The provisions of Sections B and C of this Article shall not apply to any Officer who voluntarily switches shifts at the request of another Officer or who voluntarily remains on shift for an Officer reporting late to work.

E. Officers shall have an equal opportunity to work overtime when occasioned by fellow Officers being on sick leave, vacation or attendance at police-related functions.

ARTICLE IV

PENSION AND INSURANCE

A. The Employer shall provide to each Officer and his or her dependents the following insurance protection:

1. New Jersey State Health Benefits Program
2. Life Insurance in the amount of the Officer's base annual salary (rounded off to the next highest Five Hundred (\$500.00) Dollars, with two times the basic coverage in the event of accidental death.
3. Dental coverage with \$1,000.00 maximum yearly coverage 50/50 co-insurance factor, and no deductible; Ortho III - \$1,500.00 maximum.

4. False Arrest Insurance, in amounts not less than that which existed on January 1, 1974.
5. General liability coverage.
 - B. Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary, as per State statute.
 - C. Beginning on January 1, 2011, all newly hired officers will be required to enroll in NJDIRECT15 Plan offered by the State Health Benefits Plan or pay the difference in premiums between the plan selected and the NJDIRECT15 Plan. Co-Pays shall remain the responsibility of the Officer.
 - D. Pension and retirement benefits shall be provided in accordance with the Statutes of New Jersey.
 - E. The Employer shall present each newly hired Officer with a Summary Plan Description explaining his or her insurance benefits, consistent with the requirements of ERISA, as detailed in U.S. Labor Department Regulations, not later than sixty (60) days after his employment becomes permanent.

ARTICLE V

VACATION, HOLIDAY AND SCHEDULE TIME BANK

A. 1. The following paid vacation schedule shall apply to Officers covered by this Agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
Less than one (1) year	Eight hours per month of service (not to exceed 96 hours)
Two through five years	96 hours
Six through ten years	120 hours
Over ten years	180 hours

2. Subject to the reasonable approval of the Chief, up to thirty six (36) hours of the paid vacation time in the above schedule due to an Officer in any contract year shall be reserved for personal use by the Officer as "Administrative Leave" on occasions when an Officer requests such time to attend to a personal matter.

3. Subject to the reasonable approval of the Chief, Officers will be permitted, but shall not be required, to take at least two (2) weeks of their vacation time consecutively. Officers will be further permitted, but shall not be required, to take such consecutive vacation weeks during the period between the last week in June and Labor Day.

4. All unused vacation, whether or not same has been set aside as "Administrative Leave", shall be accumulated or paid consistent with past practice with respect to accumulated vacation time.

5. Vacation selection shall be done in order of seniority within the department, shift assignment by rank.

B. HOLIDAYS

1. All Officers shall be provided with fourteen (14) paid holidays per year (112 hours), which payment shall be included in the employee's periodic paycheck as part of annual compensation.

2. In the event the Employer shall declare, grant or create paid holiday(s) in excess of the number set forth in this Agreement for other Borough employees, such additional holiday(s) shall be extended to the Officers without the need for further negotiations. This provision shall also apply in cases where the Employer shall voluntarily provide paid time off for other groups of Borough employees.

3. Whenever an employee is ordered into work on any of the following listed premium holidays, then said employee shall receive compensation at the double time rate of payment. Premium holidays covered by this paragraph are as follows: New Year's Day, Easter, Independence Day, Thanksgiving, and Christmas. The holiday definition for call in purposes shall be the entire 24 hour holiday day. The entire 24 hour holiday day shall be covered.

4. New Year's Eve and Christmas Eve shall be added to the coverage of paragraph 3 effective January 1, 2003. Bargaining unit members work on two shifts (6:30 a.m. to 6:30 p.m., day shift, and a 6:30 p.m. to 6:30 a.m., night shift). The Borough agrees to pay double time to an Officer called in for the night shift on New Year's Eve and Christmas Eve for the hours worked on December 31 and December 24, respectively.

This agreement does not extend double pay to Officers called in to work on day shift on those specific dates (December 24 and 31).

C. SCHEDULE TIME BANK: Each Officer working a twelve hour shift shall be credited with one hundred-ten (110) hours in a "schedule time bank" on each successive January 1st for the current year. The one hundred-ten (110) hours in the Officer's schedule time bank shall be used at the Officer's sole discretion as vacation time, subject to the Department's approval pursuant to the procedures for taking vacation. In the event that an officer leaves the Department for any reason during the course of the year, the time in the schedule bank shall be prorated as said time was carried prior to the Officer leaving the Department. All time earned must be used in the year it is earned and shall not accumulate or be carried over except upon the approval of the Chief of Police.

ARTICLE VI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference, or dispute between the employer and any employee or the employee organization with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or any administrative decision affecting any employee(s) covered by this Agreement.

The procedure for settlement of a grievance shall be as follows:

STEP ONE – In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence.

STEP TWO – If the Association wishes to appeal the decision of the Chief of Police (or the Officer in Charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days of the day the decision is rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative shall give the Association the opportunity to be heard and will render its decision in writing within twenty (20) days of receipt of the written grievance or within ten (10) days of the hearing date, whichever is later.

STEP THREE – (1) If no resolution satisfactory to the grievant is reached at Step Two, then within five (5) working days of the issuance of the written decision in Step Two, the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without a representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each shall be responsible for such other costs as each may incur.

ARTICLE VII

LEGAL REFERENCE

Nothing contained in this Agreement shall in any way diminish the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority, and the Borough reserves the full right and authority to make any additions and modifications of the foregoing as it may deem necessary and advisable from time to time. This Agreement shall be construed as requiring the Borough Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the powers conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Officer such rights as they may have under any other applicable Laws and Regulations.

ARTICLE VIII

MANAGEMENT RIGHTS

A. Except as modified by provisions of this Agreement, the Borough of North Caldwell reserves and retains solely and exclusively all of its statutory, common law, and administrative rights to manage the operation of the Police Department of the Borough of North Caldwell, and such shall include, but shall not be limited to, its rights to determine the existence or non-existence of facts which are essential to the proper operation of the Borough Police Department and/or management decisions, to establish or continue policies, practices or procedures for the conduct of the Police Department and its services

to the citizens of North Caldwell, and from time to time, to change or abolish such practices or procedures, the right to determine and, from time to time, redetermine the number, locations and relocations and types of its Officers and employees or to require it to discontinue any performance by Officers and employees; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select such Officers in accordance with the requirements determined by the Department of Police and Borough Authorities; to establish training programs and upgrading requirements for Officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote, or demote Officers or employees for just cause, or to lay off, terminate or otherwise relieve Officers or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline Officers and/or employees for just cause and otherwise to take such measures as the Borough may determine necessary for the orderly and efficient operation of the Department of Police for the Borough of North Caldwell, New Jersey, provided however, nothing herein shall prevent an Officer from presenting his grievance for the alleged violation of any article or specific terms of this Agreement under the provisions of this Grievance Procedure.

ARTICLE IX

RULES AND REGULATIONS

1. The Borough of North Caldwell has promulgated Rules and Regulations for the operation of the Police Department. Before any modification of said Ordinances or Rules and Regulations which affect working conditions are promulgated, the Employer

or its designee shall negotiate such changes prior to implementation with the P.B.A. as exclusive bargaining representative.

2. Every employee covered by this contract shall be provided with a full and complete copy of the entire rules and regulations book manual as well as any amendments that may exist thereto. All future updates or modifications shall be provided in writing to each employee.

ARTICLE X

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the P.B.A. shall discriminate against any Police Officer because of race, color, age, sex, or national origin.

ARTICLE XI

LAW AND ORDER

A. It is recognized that the prevention of crime, the preservation of Law and Order, and the protection of life and property is the responsibility of the Borough and the members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, there shall not be and the P.B.A., its Officers,

members, agents or principals, will not engage in, encourage, sanction or suggest strikes, slow downs, mass resignations, mass absenteeism or other suspension of, or interference with, normal work operations.

ARTICLE XII

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and together with the Rules and Regulations and applicable existing ordinances of the Borough embodies all the terms and conditions governing the employment of Officers in the Police Department. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which are (or may be) subject to collective bargaining. Any reference to "employee, Officer or Patrolman" shall mean the Officers covered by the conditions of this Agreement.

ARTICLE XIII

SICK LEAVE

A. All Officers shall receive one hundred fifty (150) hours of sick leave per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation or for illness of household dependants. New Officers shall earn, during their first year, sick leave at the rate of twelve point five (12.5) hours per month of service to a maximum of one hundred fifty (150) hours per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation or for illness of household dependants. As used in this Article, household dependants mean an employee's spouse, child or other blood relative residing with the

employee.

B. Unused sick leave will be accumulated and no more than one thousand four hundred (1,400) hours of accumulated sick leave shall be paid to the Officers at 100% percent of the Officers' then existing rate of pay as terminal leave at the time of retirement, or by selling back accumulated sick time as described herein, or by virtue of work-connected disability causing separation. The accumulation above 1,400 hours may be used by an Officer in the event of catastrophic illness, but the Officer will be restricted to a career maximum 1,400 hours of sick leave for purposes of payment as terminal leave at the time of retirement, or by selling back accumulated sick time as described herein, or by virtue of work-connected disability causing separation.

1. Beginning January 1, 2012, officers shall be eligible to sell back a career maximum of 1,400 hours of accumulated unused sick time, which can be sold back yearly, subject to the requirements and limitations of this Article, or used as terminal leave at the time of retirement. Any amounts sold back from January 1, 2012 forward shall be deducted against the 1,400 hour lifetime maximum.
2. The sellback of accumulated and unused sick leave shall be limited as follows:
 - a. In 2012, (payable in 2013) officers must have a minimum of 250 accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of 350 hours.
 - b. In 2013, (payable in 2014) officers must have a minimum of 250 accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of 100 hours.

c. In 2014, (payable in 2015) officers must have a minimum of 250 accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of 100 hours.

3. The minimum number of hours to sell back sick time and the yearly maximum of sell back accumulated sick time hours set forth in paragraph B.2.a., B.2.b. and B.2.c above shall sunset upon expiration of this collective negotiations agreement. This sunset provision does not affect the 1400 hour lifetime maximum, which shall survive expiration of this collective negotiations agreement. The Parties also agree and acknowledge that the terms and conditions set forth in this section regarding the annual limit on hours that may be sold back shall not constitute a past practice, binding precedent, nor shall they be utilized as evidence in any future negotiations, interest arbitration proceeding(s), impasse procedure(s) or any other procedure utilized to establish the terms and conditions of employment of the Association, except grievance arbitration or litigation over the terms of the collective negotiations agreement during its effective dates. The inclusion of the terms and conditions of this section regarding the annual limit on hours that may be sold back in any future successor Agreement shall be subject to future negotiations between the Parties.

4. Officers hired after May 21, 2010 are not eligible for sick leave sell back provided for in this Article and can only be paid at the time of retirement from PFRS for accumulated unused sick leave not to exceed \$15,000 per P.L. 2010, Ch.3.

C. Subject to the maximum sell back limits set forth in B.1. and B.2. above, and the exclusion set forth in B.4. above, each employee covered by this Contract shall have an annual opportunity, in the Officer's sole discretion, to cash in accumulated sick leave up to the career maximum of fourteen hundred (1,400) hours, or put the unused sick leave into the sick leave bank, even if this results in an accumulation above 1,400 hours. The sell back option shall be exercised by December 1 of each year and said opting employee shall be paid at one hundred percent (100%) of the officers' daily rate for all hours so cashed in up to the limitations set forth in paragraph B. Payment for any hours cashed in at the end of the year shall be made in January of the following year. Such request shall be made in writing to the Chief of Police.

D. The Employer, through its duly authorized representative, shall certify in writing to each employee covered by this Agreement as of December 31 of each calendar year said employee's accumulated sick leave as of that date.

E. An employee may receive a cash payment of no more than one thousand four hundred (1,400) hours of accumulated sick leave referenced in Section A above on the date of retirement or time off prior to the effective date of retirement at his or her option as terminal leave, less all hours sold back beginning on January 1, 2012 through retirement. In the event cash is requested, notice must be given by February 1 of the year in which the employee is to retire. Failure to provide such notice by the employee may result in payment being made in the first payroll of January following the effective date.

F. In the case where all time for sick leave is exhausted, including the employee's accumulated bank referenced in Section A above, then the Officer may apply

to the Employer through the Public Safety Commission for a "loan" of next year's sick leave under Section A, which application shall be decided on a "case-by-case" basis.

G. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officers so affected shall have the right to exercise the provisions of the Grievance Procedure.

H. Any Officer who sustains a job connected illness or injury will receive full pay from the Borough for a period not to exceed 12 months or the commencement of payment of a disability pension, whichever shall occur first. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officer so affected shall have the right to exercise the provisions of the Grievance Procedure.

I. An Officer who is absent in excess of a total of ten (10) work days due to illness during the calendar year will be required to present proof of illness for subsequent illnesses. Any Officer who is absent due to illness for three (3) consecutive work days will be required to present proof of illness satisfactory to the Borough.

J. Officers receiving sick leave pay shall receive only the difference between any sums received from Workmen's Compensation or disability benefits and their regular salary.

K. Any Officer with five or less years of service, not utilizing any hours of sick leave as provided herein during the calendar period of January 1, through June 30, shall be credited with eighteen (18) hours of additional time in his unused sick leave account.

L. Any Officer with five or less years of service, not utilizing any hours of sick leave as provided herein during the calendar period of July 1, through December 31, shall be credited with eighteen (18) hours of additional time in his unused sick leave account.

M. In the event that sick leave is utilized by any Officer with five years of service or less beyond thirty-six (36) hours during the period July 1 through December 31, credit earned as provided in paragraph J, if any, shall be forfeited.

ARTICLE XIV

GENERAL AND MISCELLANEOUS

A. Uniforms and Equipment

1. Each new Officer of the Police Department covered by this Agreement will be provided with the following issue of uniform:

3 Short Sleeve Shirts	3 Long Sleeve Shirts
1 Short Sleeve TDU Shirt	1 Long Sleeve TDU Shirt
2 Uniform Pants	1 Pair TDU Pants
1 Uniform Hat	1 Dress Blouse
	1 Tie
1 Winter Coat	1 Polo 511 Type Embroidered
1 Rain Cover	1 Belt
1 Rain Coat	1 Approved weapon and holster
1 Pair Boots/Shoes	1 Handcuffs
1 PR-24	1 OC Spray and Riot Gear

New Officers shall receive substantially all of the above items upon reporting to duty after successful completion of their courses of study at the Police Academy. They shall receive all of the above items not later than upon being promoted to permanent status on the force.

2. (a) Each Patrolman will be provided with an annual uniform and replacement and maintenance allowance of seven hundred (\$700.00) dollars for the contract year, which allowance shall be paid in a single lump sum upon presentation of an executed claim voucher by the Patrolman.

(b) Each Sergeant and Lieutenant shall receive a uniform replacement and maintenance allowance of seven hundred (\$700.00) dollars payable in the same manner as Patrolmen.

(c) Probationary Patrolmen shall be provided with an annual uniform maintenance allowance of three hundred (\$300.00) dollars which shall be paid in full mid-way (six months) through the probationary period. Upon successful completion of the probationary period, the Patrolman shall thereafter receive, for the balance of the contract year, his or her pro-rata portion of the uniform allowance for permanent officers. Thereafter, said employee shall receive his or her clothing allowance payable in the same manner as the permanent employees covered by this Agreement.

(d) The uniform allowance referenced in paragraphs A.2.(a), (b) and (c) of this Article shall not be paid to any officer in 2013 or 2014. The Parties agree that the waiver of uniform allowance in 2013 and 2014 shall sunset upon and not survive the expiration of this collective negotiations agreement, and that the uniform allowance paid in 2012 shall be automatically reinstated January 1, 2015 without negotiations. The Parties also agree and acknowledge that the terms and conditions set forth in this section shall not constitute a past practice, binding precedent, nor shall they be utilized as evidence in any future negotiations, interest arbitration proceeding(s), impasse procedure(s) or any other procedure utilized to establish the terms and conditions of

employment of the Association, except grievance arbitration or litigation over the terms of this provision of the collective negotiations agreement during its effective dates. The inclusion or non-inclusion of uniform allowance and amount, if any, shall be subject to future negotiations between the Parties for a successor collective negotiations agreement.

3. Any uniform items damaged in the line of duty that are not reparable shall be replaced by the Borough.
4. In the event the Employer orders a change in the standard uniform or equipment to be worn by all Officers, the Employer shall issue such item or items to all present Officers and such item or items shall become part of the standard issue to new Officers under this Section.

5. At all times while on duty, all officers on a shift must wear the same uniform style.

B. Expense Reimbursement

Officers required to use their own cars for work-related reasons or for training shall be reimbursed for mileage between the police department and the destination at the IRS mileage rate then in effect. Meal allowance reimbursement at actual cost upon presentation of voucher and receipts will be paid when the Officer is required to perform duties outside the Borough.

ARTICLE XV

BEREAVEMENT PAY AND MILITARY SERVICE LEAVE

- A. Death in the Immediate Family: An Officer covered by this Agreement, on application to his or her Commanding Officer, shall be granted up to three (3) consecutive days of absence and shall suffer no loss of regular pay on the death of wife,

husband, father, mother, grandparent, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, step-brother, step-sister, or other member of his or her household not herein described. In special or unusual circumstances, the Chief of Police may grant additional time off, in his discretion; such additional time shall be granted against current sick leave credits.

B. Leave Allowance in Special Cases

1. In special or unusual cases, a Commanding Officer may allow an Officer to attend funeral or memorial services for someone other than those persons enumerated in Section A. The intent of this provision to cover the situation in which someone other than the immediate kin has raised the Police Officer, or had a very close relationship with him or her. Such leave granted shall be charged against current year sick leave credits.

C. Application for Bereavement Leave

1. Application for a bereavement leave shall be executed by employees on the form provided in which shall be stated the specific relationship between the deceased and the Officer and the days in which they request to be absent. It shall be incumbent upon the Commanding Officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

D. Military Service Leave

1. An Officer who is a member of a reserve force of the United States or any State and who is ordered by appropriate authorities to attend a training program or perform other duties under the United States or any State shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed thirty

(30) days per calendar year, except in case of emergency, provided such orders are substantiated.

2. The Officer shall provide the Chief with a copy of his or her orders and drill schedules as far in advance as possible.

ARTICLE XVI

LEGAL AID

The Employer will provide legal representation to employees covered by this Agreement in accordance with N.J.S.A. 40A:14-155.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body, or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relation to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, *et seq.*; however, all other provisions and application contained herein shall continue in full force and effect, and not be affected thereby.

ARTICLE XVII

SENIORITY

A. Purpose: Each Officer shall be granted seniority upon his or her total length of continuous service with the Borough including any service which must be

credited under applicable State law. Seniority shall only prevail for purposes of lay-offs and recall except as provided in Section D of this Article.

The Borough shall not hire additional Officers nor assign any other Borough personnel to perform duties normally performed by an Officer while any Officer is on lay-off status. When a lay-off occurs, the least senior Officer in the Department shall be laid off first.

B. Continuation: Seniority shall be broken under the following circumstances:

1. Voluntary termination
2. Discharge for just cause without subsequent reinstatement
3. Failure to report back to work within five (5) work days after receipt of notification of recall.

C. Recall:

1. Officers on lay-off status shall be recalled in the inverse order of lay-off.
2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested, upon the P.B.A. and the Officer affected, directing such Officer to report back to work within five (5) work days after receipt.

ARTICLE XIX

EDUCATION CREDITS

A. Attainment of formal education credits shall be recognized and compensated for Officers hired prior to January 1, 2012 as follows:

1. Upon the attainment of an Associate's Degree, Officers covered by this Agreement will receive annually Five Hundred (\$500.00) Dollars in addition to their base annual salary.
 2. Upon the attainment of a Bachelor's Degree, Officers covered by this Agreement will receive annually One Thousand (\$1,000.00) Dollars in addition to their base annual salary.
 3. The aforementioned degree(s) shall be those granted by a recognized college or university and shall have been granted for completion of a course of study directly related to law enforcement.
- B. Payments pursuant to Section A shall be made in one lump sum on the first pay period occurring in November of each year.
- C. Officers hired after January 1, 2012 shall not be eligible for the payments referenced in this Article.

ARTICLE XX

REPRESENTATION FEE IN LIEU OF DUES FOR
NON-MEMBER BARGAINING UNIT EMPLOYEES

Section 1.

The Association having made membership available for all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any new employee in the bargaining unit who does not join the Association within thirty (30) days from the Police Academy graduation, any existing permanent non-member employee who does not join the Association within thirty (30) days from the execution of this current amendment, and any permanent employee

previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments, as permitted under the New Jersey Employer Employee Relations Act, as amended, P.L. 1979 c. 477 (N.J.S.A. 34:3A-5.5). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A:5.5 and 5.6.

Section 2.

The Employer shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deduction are made.

Section 3.

The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association 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 Association and the Employer.

Section 4.

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

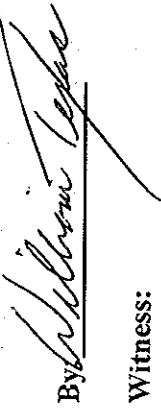
ARTICLE XXI

DURATION

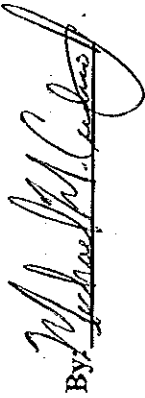
- A. This Agreement shall be effective January 1, 2012 through December 31, 2014, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this Agreement.
- B. Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless it is mutually agree to extend the number of days.
- C. If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

IN WITNESS WHEREOF, that parties hereto have hereunder affixed their signatures.

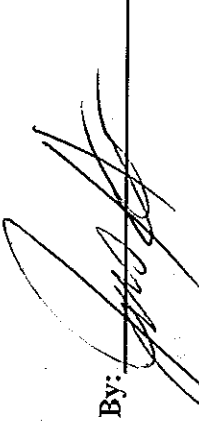
P.B.A. LOCAL 81
(North Caldwell Unit)

By: 

Witness:

By: 

BOROUGH OF NORTH CALDWELL

By: 

By: 

Nancy A. Praveata

SCHEDULE A

WAGE RATES

	<u>Eff. 1/1/12</u>	<u>Eff. 1/1/13</u>	<u>Eff. 5/1/14</u>
Lieutenants	\$105,589.26	\$107,701.04	\$110,932.07
Sergeants (After 12 months in rank)	\$98,869.51	\$100,846.90	\$103,872.30
1 st Year	\$ 89,887.94	\$91,685.70	\$94,436.27
Patrolmen			
1 st Class	\$ 88,141.69	\$89,904.52	\$92,601.66
2 nd Class	\$ 77,811.73	\$79,367.96	\$81,748.99
3 rd Class	\$ 67,481.76	\$68,831.40	\$70,896.34
4 th Class	\$ 57,151.80	\$58,294.84	\$60,043.69
5 th Class	\$ 46,821.83	\$47,758.27	\$49,191.02
Probationary	\$35,429.00	\$36,137.58	\$37,221.71

SCHEDULE B

WAGE RATES

For Police Officers Hired After 1/1/12

	<u>Eff. 1/1/12</u>	<u>Eff. 1/1/13</u>	<u>Eff. 5/1/14</u>
Lieutenants	\$105,589.26	\$107,701.04	\$110,932.07
Sergeants (After 12 months in rank)	\$98,869.51	\$100,846.90	\$103,872.30
1 st Year	\$ 89,887.94	\$91,685.70	\$94,436.27
Patrolmen			
1 st Class	\$88,141.69	\$89,904.52	\$92,601.66
2 nd Class	\$81,552.63	\$83,183.68	\$85,679.19
3 rd Class	\$74,963.54	\$76,462.81	\$78,756.69
4 th Class	\$68,374.45	\$69,741.94	\$71,834.20
5 th Class	\$61,785.36	\$63,021.07	\$64,911.70
6 th Class	\$55,196.27	\$56,300.20	\$57,989.21
7 th Class	\$48,607.18	\$49,579.32	\$51,066.70
8 th Class	\$42,018.09	\$42,858.45	\$44,144.20
Probationary	\$35,429.00	\$36,137.58	\$37,221.71

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: Borough of North Caldwell County: Essex
 Employee Organization: Teamsters Local# 469 Employees in Unit: 6
 Base Year Contract Term: 1/1/2009 12/31/2011 New Contract Term: 1/1/2012 12/31/2014
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

Section II: Economic		Column A Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	Column B New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Item 1	Salary	\$307,060	\$313,198
Item 2	Increment		
Item 3	Longevity		
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			
Item 11			
Item 12			
Any additional items list on separate sheet			
Additional Items			
Section III: Totals - Sum of costs in each column		(Total) \$307,060	(Total) \$313,198

Section IV: Analysis of new successor agreement

Total Base Year (previous agreement) \$307,060

NEW AGREEMENT ANALYSIS

Effective Date (m/d/yyyy)	1/1/2012	1/1/2013	1/1/2014
Percent Increase	2.00	1.96	1.92
Total cost of increase	\$6,138	\$6,138	\$6,138
Total base salary (successor agreement)	\$313,198	\$325,474	

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 1.96
 Dollar Impact (average per year over term of agreement) \$6,138.00

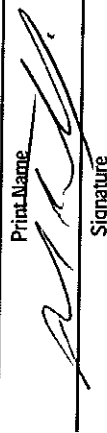
Section VI

Health Insurance: (Indicate costs associated on each line)

	Base Year	Year 1
Cost of Health Plan	\$94,176	\$103,904
Employee Contributions	\$4,453	\$5,457
Prescription		
Dental	\$4,920	\$5,098
Vision		

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Richard T. Mondell Title: CFO/Tax Collector
 Signature:  Date: 3/21/2013

LABOR AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469

AND

THE BOROUGH OF NORTH CALDWELL

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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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 13th day of December, 2011 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, refusals 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, and such reprimand or discharge shall not be subject to grievance or arbitration 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 \$20.00 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, except as required by paragraph K.

K. A guarantee of a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate will be paid whenever an employee is called to return to work after midnight and before 7:00 a.m.

L. The Employer agrees to guarantee an employee a minimum of three (3) 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.

M. 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.

N. 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.

O. 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 1st, the Employer shall advise each Employee of their unused Sick Leave balance as of November 30th, 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 paid salaries, which include annual increases, as set forth in Schedule A. The salaries shall be reflective of a \$1,023.00 increase in 2012; a \$1,023.00 increase in 2013; and a \$1,023.00 increase in 2014.

B. The minimum starting salary for the Maintenance Worker classification is established at \$35,042 for 2012, \$36,065 for 2013 and \$37,088 for 2014. 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, 2012 will be compensated at the annual rate of \$35,042 from November 1, 2012 through October 31, 2013. The employee will thereafter be compensated at the annual rate of \$36,065 (\$35,042 + \$1,023) for the balance of 2013. The incremental step of \$1,023 in 2014 shall be applied to the \$36,065 base rate on the employee's anniversary hire date in 2014 .

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 sweatshirts

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 2012) in the amount of \$600, which is the equivalent of \$50 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.
- C. Animal Control Officer. The Borough has created the position of Animal Control Officer, which duties will be performed on an as needed basis together with an employee's

other job duties. Employees selected for the Animal Control Officer position will be registered for a training class given by the State, and the fees for that class will be paid for by the Borough.

Upon licensure by the State, the employees will begin to perform the duties, as needed and directed by the Borough, as Animal Control Officers. Employees will receive an additional one dollar (\$1.00) per hour added to their regular hourly rate of pay for performing the duties of Animal Control Officer. The additional dollar per hour will begin once the employees are licensed by the State of New Jersey to perform such duties and actually begin performing said duties of an Animal Control Officer, which the Borough anticipates will be April 1, 2012. The Borough will review the operations of the Animal Control Officer and the employees' performance one (1) year after beginning the duties. Following this review, the Borough will meet with the Union about a potential increase to the hourly wage for these duties. The Borough, in its sole discretion, however, may determine to eliminate the Animal Control duties in the Borough at any time, in which instance the additional one dollar (\$1.00) per hour wage will end, and such a decision shall not be subject to negotiations, grievance or arbitration.

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. 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.

I. 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.

J. 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.

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

L. 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. Effective January 1, 2012, all employees will be required to contribute to their health benefits premium as required by P.L. 2011, Ch. 78, or 5.0% of the cost of

the health plan selected, whichever is greater.

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, or \$5,000 whichever is lesser, as permitted by P.L. 2010, Ch. 2. The amount 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, 2012 to and including December 31, 2014 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.

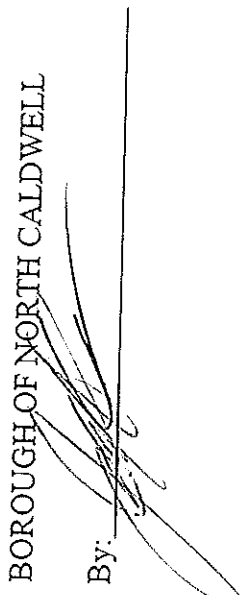
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the appropriate officer of each party.

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

Dated: 7/17/12

By: 

Dated: 7/31/12

BOROUGH OF NORTH CALDWELL
By: 

SCHEDULE A

TO

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

JOB CLASSIFICATION	RATE OF PAY		
	2012	2013	2014
MAINTENANCE FOREMAN	\$52,791 to \$61,194	\$55,814 to \$62,217	\$54,837 to \$63,240
SENIOR MAINTENANCE WORKER I	\$60,623	\$61,646	\$62,669
SENIOR MAINTENANCE WORKER II	\$61,077	\$62,100	\$63,123
MAINTENANCE WORKER	\$39,914 to \$47,340	\$40,937 to \$48,363	\$41,960 to \$49,386
MAINTENANCE WORKER Start Rate	\$35,042	\$36,065	\$37,088