

Collective Bargaining Agreement

Between

BOROUGH OF DEMAREST

and

TEAMSTERS UNION LOCAL 125

on behalf of Demarest Public Works labor employees

January 1, 2016 – December 31, 2019

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ARTICLE I PREAMBLE

This **AGREEMENT**, entered into this ____ day of March, 2017 by and between the **BOROUGH OF DEMAREST**, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "**BOROUGH**," and **LOCAL 125 TEAMSTERS**, hereinafter called the "**UNION**," represents the complete and final understanding on all bargainable issues between the **BOROUGH** and the **UNION**.

ARTICLE II MANAGEMENT RIGHTS

A. The Borough of Demarest hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time, be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department, after advance notice thereof to the employees to require compliance by the employees, is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary, probationary or seasonal employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department of Public Works (D.P.W.).

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq., or any other national, state, county or local laws or regulations.

ARTICLE III MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough, and that the Union Steward will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed To limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

ARTICLE IV GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal to an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term "grievance", as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

The aggrieved employee or the Union Steward shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days, shall be deemed to constitute an abandonment of the grievance.

Step Two

If no agreement can be reached orally within ten (10) calendar days of the initial discussion with the Supervisor, the employee or the Union Steward may present the grievance in writing within ten (10) calendar days thereafter to the Superintendent of Public Works. The written grievance of this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Superintendent of Public Works will answer the grievance in writing within ten (10) calendar days of the receipt of the written grievance.

Step Three

If the Union Steward wishes to appeal the decision of the Superintendent of Public Works, such appeal shall be presented in writing to the Mayor and Council within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond in writing to the grievance within thirty (30) days of submission.

Step Four

Within thirty (30) days after the decision of the Mayor and Council, the Union may submit any unresolved matter for arbitration, including disciplinary action that results in suspension of more than thirty (30) days or dismissal. The arbitrator shall be selected under the rules and procedures of the

New Jersey State Board of Mediation. The award of the arbitrator shall be final and binding upon the parties. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union.

E. Upon prior notice to an authorization of the Mayor and Council, the Union Steward shall be a member of the Grievance Committee to confer with employees and the Borough on specific grievances, in accordance with the grievance procedure set forth herein, during work hours of employees without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Demarest, or require the recall of off-duty employees. Such requests shall not be arbitrarily denied.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V SALARIES

A. The Parties agree to the following salary increases to all employees:

- 2016:** 2.25%, retroactive to January 1, 2016
- 2017:** 1.75%, retroactive to January 1, 2017
- 2018:** 1.75%, effective January 1, 2018
- 2019:** 2.25%, effective January 1, 2019

| | 1/1/16 | 1/1/17 | 1/1/18 | 1/1/19 |
|-------------------------|-------------------------|---------------|---------------|---------------|
| | 2.25% | 1.75% | 1.75% | 2.25% |
| Mechanic* | \$40,357.57-\$65,291.20 | | | |
| Operator Grade 1 | \$73,030.95 | \$74,308.99 | \$75,609.40 | \$77,310.61 |
| Operator Grade 2 | \$70,548.87 | \$71,783.48 | \$73,039.69 | \$74,683.08 |
| Laborer Grade 1 | \$68,064.45 | \$69,255.58 | \$70,467.55 | \$72,053.07 |
| Laborer Grade 2 | \$63,682.15 | \$64,796.59 | \$65,930.53 | \$67,413.96 |
| Laborer Grade 3 | \$43,626.94 | \$44,390.42 | \$45,167.25 | \$46,183.51 |

*If, prior to January 1, 2015, a mechanic is hired, that employee shall commence employment at an annualized salary of \$40,357.57; thereafter, at the commencement of each calendar year during the Contract term, that employee's annual salary shall increase by the annual percent as called for in the Contract. Effective January 1, 2015, the salary for a mechanic shall range from \$40,357.57 - \$65,291.20. The Borough Council reserves the right to pay a salary to any new employee at any figure between the minimum and maximum salary provided for such mechanic position and not necessarily the minimum salary. At the commencement of each calendar year during the Contract term, the salary of a mechanic hired on or after January 1, 2015 shall increase by the annual percentage provided by the Contract.

B. 1. The Union members shall be divided into the following classifications:

- Mechanic
- Operator - Grade 1
- Operator - Grade 2
- Laborer - Grade 1
- Laborer - Grade 2
- Laborer - Grade 3 (entry level)

2. Employees shall move from Laborer-Grade 3 through Laborer-Grade 2, Laborer-Grade 1, Operator-Grade 2 and finally Operator-Grade 1 based upon years of service as set forth hereinafter; the Mechanics classification is not included in the step process.

a. All employees hired prior to January 1, 1994 shall advance one step for each four (4) years of service to the Borough counted from the employee's date of hire as a Department of Public Works employee, said determination to be made as if the Laborer - Grade 3 (entry level) step did not, does not and will not be applicable as to said employees. In this manner, each employee with twelve (12) or more years of service with the Demarest Department of Public Works as of the date of the agreement, shall, if not already at Operator - Grade 1, advance to Operator - Grade 1; all other employees hired prior to January 1, 1994, shall reach Operator - Grade 1 upon the employee's twelve (12) year anniversary of his or her date of hire with the Demarest Department of Public Works.

b. Laborer - Grade 3 (entry level) shall continue to be applicable to employees hired on or after January 1, 1994. Employees at the Laborer - Grade 3 step shall receive increases in addition to the salary set forth in Article V(A) above as follows:

| | |
|--------------------------------|---------------------------|
| Completion of One (1) year - | Additional \$1,500.00 |
| Completion of Two (2) years - | Additional \$2,000.00 |
| Completion of Three (3) years- | Additional \$2,500.00 |
| | Total increase \$6,000.00 |

ARTICLE VI OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard forty (40) hour week, at the rate of one and one-half (1-1/2) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above. Overtime other than overtime during an employee's weekly call time, shall be assigned on the basis of rotating seniority to the extent that the employee next in rotation has the qualifications deemed necessary by the Superintendent to perform the task(s) at hand. It is intended that as much as reasonably possible, all employees should receive equal offers of overtime. If an employee is passed over for overtime because he is deemed unqualified for the task(s) required, he shall remain first on the rotating seniority list until his services are utilized for overtime work.

B. Overtime work will be kept to a minimum, except in cases of emergency and must be authorized in advance by the Department Head.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. However, this will not reduce the employee's obligation to work overtime when assigned. The superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

D. Double (2x) time shall be paid for Sundays, holidays, Christmas Eve and New Year's Eve.

E. Standby schedule will be rotated so that duty during holidays will be distributed equitably.

F. If an employee is called in to work overtime, that employee will be paid a minimum of four (4) hours at the rate of one and one half (1-1/2) times the regular rate of pay, provided the employee responds within one hour (60 minutes) of the call and works the full four (4) hours. The employee shall be assigned additional duties by the DPW Superintendent, Assistant DPW Superintendent, DPW Foreman or Police Department personnel for the completion of the four (4) hours of work.

An employee who is called in and reports to work within four (4) hours of his regular start time, during regular work days, will be paid the overtime rate only for that time from when they report to work to their regular start time.

ARTICLE VII VACATIONS

The following vacation schedule is applicable to all employees in the Unit:

A. Full-Time Employees:

1. It is the responsibility of the department head to schedule employees to use all of their vacation time for which they are eligible. The only exception should be cases where, because of unusual operating requirements, management is unable to arrange for time off. In such cases vacation carry-over should be authorized.

New Employees

2. All new employees on the payroll as of January 1, will receive credit for one (1) vacation day for each full calendar month of employment prior to January 1, not to exceed ten (10) vacation days.

3. Employees with more than one (1) year of service shall be granted vacation with pay as follows:

| | |
|----------------------------------|---------|
| 1 year, but less than 5 years | 10 days |
| 5 years, but less than 10 years | 15 days |
| 10 years, but less than 15 years | 20 days |
| 15 years | 22 days |

Date of employment shall be used to compute vacation time.

B. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head, and further subject to any special provision that the Department Head, in his reasonable discretion, determined to be in the best interest of the Borough. Vacation pay will be pro-rated for those employees who retire prior to the completion of their anniversary day.

C. A vacation period of one (1) work week must be taken at one time. However, employees with three (3) or more weeks of earned vacation may take one (1) week of vacation time as five (5) individual days with the approval of the Superintendent, such approval based upon department operations and complying with Article VII, Section E. Vacation periods of more than one (1) week may be taken in consecutive weeks upon approval by the supervisor, or, in the case of the absence of the supervisor, upon the approval of the Council member in charge of the Department. However, vacation periods of two, three or four work weeks may, at the option of the employee, be divided into weekly periods.

D. The time of the year of the vacation shall be determined by the Department Head with due regard for the wishes of the employees, and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.

E. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interests of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the Department. All requests shall be submitted in writing by March 15th of the calendar year in which the vacation is to be taken. No more than two (2) employees, during the period between the second Monday in April and the second Monday in October, shall be permitted to be on vacation at one time. No more than one (1) employee, during the period between the second Monday in October and the second Monday in April, shall be permitted to be on vacation at one time.

F. No refund of vacation time shall be allowed to illness incurred while on vacation leave.

ARTICLE VIII SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty because of illness, accident or exposure to a contagious disease requiring isolation.

B. Only full-time permanent employees shall be entitled to sick leave with pay as follows: A maximum of fifteen (15) days per year, per man.

C. An employee who has been absent on sick leave for three (3) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The Superintendent of the Department of Public Works may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send for a medical physician to examine the employee and to report on the condition to the Department Head and/or Borough Clerk.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the employee at weekly or bi-weekly periods from the attending physician and/or a Borough medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The rules that follow apply to the payment of salaries during periods of illness or disability of regular, permanent full-time employees. Permanent part-time and/or seasonal temporary employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well-being of other employees, and if the employee's condition warrants, the employee may be directed to take sick leave. The Superintendent may direct the employee to the Borough physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes.

3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough physician.

5. When the supervisor is unable to contact the employee, unless the employee has notified his supervisor in advance of medical appointments scheduled for and kept by the employee.

H. The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness, or of the fitness of the employee to return to duty, shall be considered by the Superintendent of Public Works. The Superintendent of Public Works reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

K. If any employee is absent from work for reasons that entitle him to sick leave the Superintendent, or his designated representative, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify his Department Head or some other responsible representative of the Borough on any of the first two (2) days, will be subject to dismissal, absent extenuating circumstances.

L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

ARTICLE IX FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) days.

B. The "immediate family" shall include only mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, stepparents and grandparents of employee.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Superintendent or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the Superintendent or his designated representative for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off, or against any unused vacation leave.

ARTICLE X INSURANCE

A. The Borough will provide hospitalization and major medical and dental insurance coverage. All newly hired employees will receive medical insurance, sixty (60) days after date of hire.

B. The Borough has the right to change insurance carriers or institute a self-insurance program so long as in the aggregate substantially equivalent type benefits are provided as an overall package.

ARTICLE XI DISABILITY

Bargaining unit members shall be entitled to receive disability payments pursuant to and limited by the established practices of the Borough from first day of hire.

ARTICLE XII DENTAL

A. All full-time employees shall be entitled to participate in the Borough Plan on employee-only basis sixty (60) days after the day of hire.

B. The employees shall have the option to purchase the "Husband/Wife" or "Family" dental plan offered by the Borough. The employee shall be required to pay the difference in cost between the Borough's "Single" plan and the aforementioned "Husband/Wife" or "Family" Dental Plan. The payroll deductions for this expense shall be made in equal installments each pay period based on the yearly cost divided by the number of pay periods per year.

E.G. Annual Cost Difference = \$780.00
Pay periods/year = 26
 $\$780.00 \div 26 = \$30.00/\text{pay period}$

ARTICLE XIII HOLIDAYS

A. All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate of daily compensation in each calendar year. The holiday schedule shall include the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday

6. Memorial Day (last Monday in May)
7. Independence Day (July 4th)
8. Labor Day (first Monday in September)
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day (fourth Thursday of November)
12. Friday after Thanksgiving
13. Christmas Day

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

C. In order to be entitled to the above paid holidays, the employee must work the regular work day before and after the holiday, except that if a holiday falls within an employee's vacation, the employee will receive an additional day of vacation.

D. Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.

E. Should an official holiday occur when an employee is on sick leave, he shall not have that holiday charged against his sick leave.

F. Standby - See Article VI, Item "E."

ARTICLE XIV MILITARY LEAVE

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes. Any full-time employee who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the periods of such training.

The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service.

When an employee has been called to active duty, or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence, without pay, for the duration of such active service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military or naval service.

ARTICLE XV LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting, in writing, all acts bearing on the request to his supervisor, who will append his recommendations and forward said request to the Mayor and Council. The Mayor and Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Mayor and Council. Such leave of absence shall not be deemed to be a part of the absence. Holidays occurring at the beginning of or end of an excused leave of absence are part of the absence if the employee is not available for work.

ARTICLE XVI CHECK OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union, and verified by the Borough Clerk or his designee, during the month following the filing of such card with the Borough.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such changes and shall furnish to the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk or his/her designee.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk or his/her designees. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

ARTICLE XVII DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVIII PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of seven (7) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement. A newly hired employee will become a Union member after completing thirty-one (31) days of employment. If the employee leaves the Employer for any reason prior to the date that they have become a member of the Union, whatever deductions have been made will be returned to them upon written notice to the Union.

ARTICLE XIX SENIORITY

A. Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

B. A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail only in matters of economic layoff, recall, vacation choices and overtime selection. The persons or person last hired shall have the last preference.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

ARTICLE XX JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Borough the eight (8) hours and the daily jury fee, up to a maximum difference between this daily base rate of pay (up to a maximum of five (5) days per year) subject to the following conditions:

1. The employee must notify his D.P.W. Commissioner immediately upon receipt of a Summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or other time off from the Borough employment.

4. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

B. If on any given day an employee, attending jury duty is released by the Court prior to twelve o'clock noon, he/she must return to work that day in order to receive pay for that day.

ARTICLE XXI WORK BREAKS

Employees shall be permitted two (2) work breaks per work day of fifteen (15) minutes. The Superintendent shall determine the time.

ARTICLE XXII SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application shall be deemed invalid by a court of competent jurisdiction, such invalidity shall not be deemed to affect the validity of any other provisions of the agreement.

ARTICLE XXIII FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV LONGEVITY

All full-time, permanent employees hired prior to January 1st, 1994 shall be entitled to longevity payments as set forth in the following Schedule:

| | |
|---------------------------|----|
| After 3 years of service | 1% |
| After 6 years of service | 2% |
| After 9 years of service | 3% |
| After 12 years of service | 4% |
| After 15 years of service | 5% |
| After 18 years of service | 6% |
| After 21 years of service | 7% |

No employees of the union hired after December 31, 1993 shall be entitled to or receive longevity payment.

ARTICLE XXV TERM OF CONTRACT

This Agreement shall be effective from January 1, 2016 and shall terminate on December 31, 2019. This Agreement shall continue in full force and effect after its termination date until the execution of a successor Agreement between the parties.

ARTICLE XXVI BULLETIN BOARDS

The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notice with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the D.P.W. Commissioner with a covering letter authorizing the post of such notice, and signed by the steward over the seal of the Union organization.

ARTICLE XXVII PERSONNEL FILES

A. Established personnel files are confidential records that shall be maintained under the direction of the D.P.W. Commissioner or his designee.

B. Employees covered under this Agreement may review any written evaluation reports or written complaints that may be contained in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same, in writing, if he so desires.

D. Access to personnel files shall be limited to the employee concerned (or his designee), the Mayor, Council, legal counsel, Superintendent of the Department, Foreman of the Department, and the Borough Clerk.

ARTICLE XXVIII MISCELLANEOUS PROVISIONS

A. **Personal Days:** Each employee in this unit will be allowed three (3) personal days per year. Personal days will be permitted in half-day increments. It will not be necessary to give a reason for the use of a personal day if five (5) days or more notice that a personal day will be used is given. It is agreed that if less than five (5) days is given, a specific and adequate reason must be given for the use of that personal day and approval of the Head of the Department must be obtained.

B. Two (2) employees shall remain on "weekly call" when requested by the Superintendent, and shall be paid the following:

| | |
|------|-------------------|
| 2016 | \$275.00 per week |
| 2017 | \$300.00 per week |
| 2018 | \$325.00 per week |
| 2019 | \$350.00 per week |

C. There shall be an annual clothing and shoe allowance of the following given to each member of the unit:

| | |
|------|----------|
| 2016 | \$625.00 |
| 2017 | \$650.00 |
| 2018 | \$675.00 |
| 2019 | \$700.00 |

Notwithstanding the foregoing, each member shall wear the appropriate clothing for work, clean and presentable, each and every day of work, as well as safety boots, all such attire to be in compliance with OSHA requirements and applicable work rules. Payment for the clothing/shoe allowance shall be made the first week of June of each year.

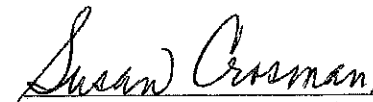
D. The Borough will pay up to a \$20.00 meal allowance, provided the employee submits receipts, if the employee works in excess of (consecutively) six (6) hours overtime.

E. The Borough will allow permanent installation of AM-FM radios in D.P.W. vehicles if there is no cost factor to the town.

F. No employee will be prevented, precluded, discouraged, or in any other way interfered with by the Borough from responding to any emergency service, fire or emergency medical, of the Borough of Demarest or any Demarest Mutual Aid community, of which the employee is a duly enrolled member, appearing on the roster of members filed with the clerk of the municipality served by the employee. Training or certification classes shall be performed outside of the members usual work hours, except by advanced written authority of the Superintendent of Public Works. Time spent in such training or certification classes shall not be compensated as regular or overtime by the Borough, unless attended during regular work hours on advance authority of the Superintendent of Public Works. No employee will be caused to suffer any adverse employment action, including, but not limited to withholding of pay, forfeiture of sick or personal days, or other action, as the result of such emergency response. All employees responding to an emergency services call as set forth hereunder shall leave the job site then in progress in a safe and secured manner, including securing of all vehicles and/or equipment in use at the time of the emergency call.

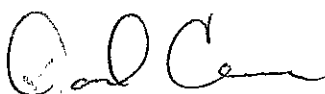
IN WITNESS WHEREOF, the Borough has caused this Agreement to be signed by its Mayor, attested to by its Borough Clerk and its municipal seal to be here unto affixed; and the Union has likewise signed and sealed this agreement on the day and year first above written.

Attest:


Susan Crosman, Borough Clerk

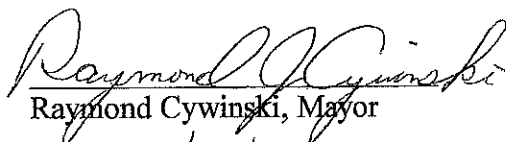
Dated: 3-15-17

Attest:

 3/12/17
Shop Steward, Secretary


Dated:

Borough of Demarest


Raymond Cywinski, Mayor

Dated: 3/15/17

Teamsters Local 125


David Baumer, Vice, President

Dated: 3/12/17

**BOROUGH OF DEMAREST
COUNTY OF BERGEN**

**RESOLUTION APPROVING THE TERMS OF A SUCCESSOR COLLECTIVE
NEGOTIATIONS AGREEMENT BETWEEN THE BOROUGH AND
TEAMSTERS LOCAL 125 FOR THE PERIOD FROM JANUARY 1, 2016
THROUGH DECEMBER 31, 2019**

WHEREAS, the Borough and the Teamsters Local No. 125 ("Union") engaged in negotiations for successor Collective Negotiations Agreement ("Agreement"); and

WHEREAS, the Borough and the Union have agreed to the terms and conditions to be included in the Agreement; and

WHEREAS, the Union has ratified those terms;

WHEREAS, the Parties have prepared a draft successor collective negotiations agreement incorporating those agreed-upon terms; and


WHEREAS, the Borough wishes to approve the successor collective negotiations agreement.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Demarest, County of Bergen, State of New Jersey, as follows:

- (a) The Borough hereby accepts and approves the successor collective negotiations agreement with the Union in substantially the form attached hereto and incorporated herein by reference;
- (b) The Mayor is authorized to execute the successor collective negotiations agreement on behalf of the Borough;
- (c) This Resolution shall take effect immediately.

| | YES | NO | ABSTAIN/ABSENT |
|-----------|-------------------------------------|--------------------------|-------------------------------------|
| Paster: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Carroll: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Davis: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Fox: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Iannuzzi: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LaPira: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I, Susan Crosman, Borough Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and council at a meeting held on March 13, 2017.


Susan Crosman, RMC
Borough Clerk/Coordinator