

AGREEMENT

Between

BOROUGH OF RAMSEY

BERGEN COUNTY NEW JERSEY

TEAMSTER LOCAL 125

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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ARTICLE 1

PREAMBLE

THIS AGREEMENT made and entered into as of this th day of November 2023, by and between the BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey, with offices at 33 North Central Avenue, Ramsey, New Jersey, (hereinafter called the "Employer"), and the Teamster Local 125, having an office at 585 Hamburg Turnpike, Wayne, NJ 07470, (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE 2
RECOGNITION

A. The Borough recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all full-time and permanent employees of the Road Department hold the following titles: mechanic, equipment operator, and laborer.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include male and females.

ARTICLE 3
PROBATIONARY PERIOD

A. Employees hired for a job title which is within the bargaining unit shall be probationary employees for the one hundred eighty (180) days immediately succeeding the date of hire. During this period, the employee may be discharged at the will of the Employer and such discharge shall not be subject to the grievance and arbitration procedure provided in this agreement.

B. Probationary employees shall not be represented by the Union nor covered by this Agreement. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.

ARTICLE 4

SALARY SCHEDULE FOR MECHANICS AND LABORERS

Employees hired prior to 1/1/08 base salary numbers excluding mechanics:

2022 \$ 88,319

2023 \$ 90,085

2024 \$ 91,887

2025 \$ 93,725

* Senior Mechanic's base salary shall be \$5,000 above salaries indicated in this Article.

** Junior Mechanic's base salary shall be \$2,000 above salaries indicated in this Article.

ARTICLE 5

STEP INCREMENTS FOR LABORER AND EQUIPMENT OPERATORS

A. The following salary step program shall apply to all employees hired after January 1, 2008 holding the job title of Equipment Operator and Laborer and the employee shall proceed to the next step on the 12 month anniversary of employment; thereafter, employees advance a step on January 1 of each calendar year.

Annual Steps	2022	2023	2024	2025
One	\$ 43,153	\$ 44,016	\$ 44,897	\$ 45,795
Two	\$ 45,609	\$ 46,521	\$ 47,451	\$ 48,400
Three	\$ 50,515	\$ 51,525	\$ 52,556	\$ 53,607
Four	\$ 53,584	\$ 54,656	\$ 55,749	\$ 56,864
Five	\$ 56,651	\$ 57,784	\$ 58,940	\$ 60,119
Six	\$ 60,357	\$ 61,564	\$ 62,796	\$ 64,052
Seven	\$ 66,121	\$ 67,444	\$ 68,793	\$ 70,169
Eight	\$ 71,887	\$ 73,324	\$ 74,791	\$ 76,287
Nine	\$ 79,354	\$ 80,941	\$ 82,560	\$ 84,211
Ten	\$ 88,319	\$ 90,085	\$ 91,887	\$ 93,725

New hires shall be placed at Step One in the year of hire, unless the employer in its sole discretion decides to place a new hire in a different step because of prior work experience or other qualifications.

ARTICLE 6

UNIFORMS AND CLEANING ALLOWANCE

A. All employees shall be required to purchase the following uniforms: Work Pants - Navy Blue in Color, Chino Type - permanent press fabric or equivalent; Winter Work Shirts - Navy Blue Woolrich Flannel or equivalent, long sleeve with buttons and collar; Summer Work Shirt- short sleeve, t-shirt, Navy Blue in color; Winter Jacket- Chino cloth material, long sleeve, Navy Blue in color with collar and zipper; Two (2) pairs of steel tipped work shoes, Knapp work shoes or equivalent. Items of clothing shall not have any advertising statements or slogans thereon.

B. The employer shall provide each employee with an annual uniform allowance and a laundering allowance in the amounts noted below to be used toward the purchase and cleaning of such uniforms:

2022	\$1,400
2023	\$1,400
2024	\$1,400
2025	\$1,400

C. The Superintendent of the Department of Public Works shall have the right to send home without pay for that day any employee who does not report to work in full uniform or any employee that has visible tears in his uniform.

D. Employee shall report to work properly groomed with a clean uniform.

ARTICLE 7
SICK LEAVE

A. Service Credit for Sick Leave

1. All full-time employees shall be entitled to sick leave with pay following six (6) full months of service.
2. All permanent part-time employees shall be entitled to sick leave with pay on a pro-rata basis in accordance with Section B of this Article.
3. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave for Employees

Following six (6) full months of service, all full-time employees shall be entitled to sick leave with pay to be used when they are unable to perform their work because of personal illness, accident, or exposure to contagious disease. Full-time employees shall accrue sick leave at the rate of .8333 days per month (10 days per year).

C. Accumulation

Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit, from year to year at 100% and may be used when needed for sick leave purposes. Benefits will not accrue while on terminal leave.

D. There will be no compensation for unused accumulated sick leave.

E. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified at least sixty (60) minutes prior to the employee's scheduled or required reporting time.

- a. Failure to so notify his supervisor may be cause for a denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for three (3) consecutive days shall constitute a resignation.

F. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for period totaling ten (10) days in one (1) calendar year consisting of period of less than three (3) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day, in which case only one (1) certificate shall be necessary for a period of six (6) months.
 - b. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances.
Abuse of sick leave shall be cause for disciplinary action.
2. In case of sick leave or leave of absence due to exposure or contagious disease, a certificate from the Department of Health shall be required as substantiation for such exposure.
3. The Borough may require an employee who has been absent because of personal illness, accident or exposure to contagious disease, as a condition of his return to work, to be examined, at the expense of the Borough, by a physician chosen by the employee from a

panel of physicians designated by the Borough. Such examination shall substantiate such illness, accident or exposure to contagious disease. In addition, such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

G. Miscellaneous

1. A full sick leave day shall be charged for a sick leave absence of four (4) or more hours. After four occurrences in a calendar year, a half (1/2) sick leave absence shall be charged for an absence of four (4) or less hours.
2. Personal illness, accident or exposure to contagious disease which occurs while on vacation time cannot be charged against the sick leave allowance.
3. An employee who makes a false claim for sick leave will be subject to discipline.

ARTICLE 8
JOB RELATED INJURIES

The Employer will continue to provide coverage for all employees covered by this Agreement under a Worker's Compensation Insurance Policy, as such coverage may be required by statute. Management/supervisors and employees will work together scheduling doctor's appointment time off, therapy, etc. Every attempt shall be made to schedule appointments on or about 2:30 p.m. whenever possible. Overtime will be paid to an employee for doctor appointments that run past 3:30 p.m., if an employee has worked a full day prior to that.

ARTICLE 9
DEATH BENEFIT

The widow of an employee who dies in the performance of his duties, other than from natural causes, shall receive a one-time payment of \$50,000, as well as an additional one-time payment of five-thousand (\$5,000.00) dollars for each unemancipated child of the deceased employee.

ARTICLE 10
UNION SECURITY

A. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Union for the purpose of presenting grievances to the Employer pursuant to Article 11. The steward may present grievances at mutually convenient times. The Union will notify the Employer of names of the steward and alternate steward.

B. The Employer will provide one (1) bulletin board at the garage for the exclusive use of the Union for the purpose of posting notices relevant to the business of the Union. Notices shall not contain partisan political material or material defamatory or degrading to the Employer or any of the Employer's employees. It shall be the duty of the Union steward to supervise the contents of the notices.

C. The Employer shall permit the Union to visit with the employees it represents. The Union will contact the Public Works Superintendent to request a right to visit the employees. Such request will not be unreasonably denied.

ARTICLE 11
GRIEVANCE PROCEDURE

A. A grievance is hereby defined as any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement and may be raised by an individual, the Union on behalf of and at the request of an individual or group of individuals, or the Borough. The Union or the individual employee shall not grieve managerial prerogatives within the meaning of the N.J. Employer-Employee Relations Act.

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

Step 1 - The union or an aggrieved employee shall present the grievance to the Superintendent of the Department of Public Works within ten (10) work days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) work days of the occurrence of the incident shall be deemed waived. The Superintendent shall reply to the grievance within five (5) work days of the presentation. If the reply is unsatisfactory, or if the grievance is not replied to within five (5) work days, the grievance shall be deemed to be unsettled and the Union or the aggrieved employee may immediately proceed to Step 2. Time for presentation of and reply to grievances may be extended by express mutual consent.

Step 2 - If the grievance is not settled at Step 1, then the Union or the aggrieved employee may then present the grievance to the Borough by filing a written copy of the grievance and the reply within ten (10) work days of the completion of Step 1. The grievance shall be heard by Mayor and Council at a time convenient for all parties. A written reply shall be made by the Mayor and Council within 30 days. The grievance procedure ends at Step 2, except when a

suspension without pay of three (3) or more days is imposed in a disciplinary action. The grievance procedure set forth above shall require binding arbitration as the terminal step only with respect to disputes concerning imposition of discipline resulting in a suspension without pay of three (3) or more days. In such event, the following additional procedure shall apply:

1. If the grievance is not satisfactorily settled by the meeting between the Borough and the representative of the Union, then both parties agree that within ten (10) work days, either party may request the Public Employment Relations Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

2. The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

3. The cost of the arbitration other than the cost incurred individually by the parties in the preparation and presentation of their case to the Arbitrator, shall be shared equally by the Employer and the Union.

ARTICLE 12

HOLIDAYS

A. The thirteen (13) holidays set forth below will be recognized by the Employer:

New Year's Day	Columbus Day
Martin L King Day	Veteran's Day
Good Friday	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Memorial Day	One (1) Floating Holiday
Independence Day	Christmas
Labor Day	

*The employee shall have the right to choose any day as his floating holiday provided he gives the Superintendent of the Department of Public Works two (2) weeks notice of same and further provided that not more than two (2) employees choose the same floating holiday.

B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.

C. If full time regular hourly employees are required to work on any such holiday(except those noted herein), they shall be compensated at one and one-half (1 1/2) times the regular rate of pay for all hours worked in addition to the pay for holiday. If full time regular hourly employees are required to work on Thanksgiving, Day after Thanksgiving or Christmas Day they shall be compensated at two (2) times the regular rate of pay for all hours worked in addition to the pay for the holiday.

D. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employee shall be given another day off.

E. The employer reserves the right to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.

ARTICLE 13
VACATION LEAVE

A. Paid vacation leave shall be granted to employees based upon their regular straight time rate of pay and upon continuous years of service in accordance with the schedules noted below.

1. During the first calendar year of continuous service, or any part thereof, the employee shall be allowed one (1) vacation day for every two (2) complete months of continuous service, for a maximum of six (6) days.
2. The following schedule shall apply during the second (2nd) calendar year of service and thereafter:

<u>During the Calendar Year Of Service noted below</u>	<u>Working Days Vacation Per Year</u>
Second (2 nd)	Twelve (12)
Third (3 rd)	Thirteen (13)
Fourth & Fifth (4 th & 5 th)	Fourteen (14)
Sixth thru Tenth (6 th thru 10 th)	Fifteen (15)
Eleventh (11th)	Sixteen (16)
Twelfth (12th)	Seventeen (17)
Thirteenth (13th)	Eighteen (18)
Fourteenth (14th)	Nineteen (19)
Fifteenth and after (15 th +)	Twenty (20)

3. Employees with more than twenty (20) years of service as of January 1, 2022 shall maintain twenty-five (25) vacation days per year

B. The Employer shall fix a vacation schedule and the dates upon which each employee is to be granted vacation.

C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employees the time of his choosing, unless the Borough determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Borough may be carried forward into the next succeeding year only.

D. If a holiday recognized by this agreement is observed on a working day within an employee's scheduled vacation period, then the employee shall be entitled to an additional day of vacation.

E. Vacation entitlements are to be determined as of January 1 of each year.

F. Employees leaving the employ of the Employer after giving at least two (2) weeks notice, and before the completion of an entire given year, shall be paid for the unused vacation allowed them for that year on a prorated basis.

ARTICLE 14

PERSONAL LEAVE DAYS

A. Each full-time employee covered by this agreement hired prior to the signing of this agreement shall receive personal days at eight (8) hours straight time as follows:

1. During the first calendar year of service:

(a) employees commencing work prior to May 1st, three (3) days.

(b) employees commencing work on or after May 1 and prior to September 1st, two (2) days.

2. Three (3) days during the second (2nd) calendar year of service and thereafter

3. Employees hired before 2008, shall maintain five (5) days each calendar year.

B. Personal leave days are acknowledged to be separate and distinct from sick leave.

C. Full-time employees may be granted additional personal days based on the number of sick days utilized in the prior calendar year based on the below. This will begin with sick days utilized in 2022 and additional days granted starting in 2023 (for 2022 sick leave usage).

i. Zero to two (0-2) sick days used – 2 additional personal days granted

ii. Three to five (3-5) sick days used – 1 additional personal day granted

D. Personal days including those earned in C above, may be accumulated to December 31 of the following year only.

E. Request for such personal days will be made in writing to the employee's supervisor, not less than seven (7) calendar days in advance of the personal day requested, except in cases of extreme emergency.

ARTICLE 15

INCENTIVE DAYS

The previous contract article allowing full-time employees the opportunity to annually earn incentive days, is eliminated effective January 1, 2022. Full-time employees with current incentive day banks may maintain that bank up to 17 days total, with option for payout upon separation at employee's 2021 salary rate. Borough, at its sole discretion, may offer employees the option to sell back banked incentive days prior to separation.

ARTICLE 16

OVERTIME

- A. Overtime is defined as time worked at the direction of the Employer in excess of forty (40) hours worked per week.
- B. Overtime shall be distributed as equitably as possible, provided the employee has the ability to do the work and all employees shall be expected to work a reasonable amount of overtime when requested. Where the nature and timing of the overtime work provides for it, the Employer shall use its best efforts to provide sufficient advance notice of such work so the overtime list established may be followed.
- C. Employees working overtime will receive compensation at the rate of time and one-half their regular straight time pay for each such hour worked. Effective upon the signing of this agreement, in the event of a call back to work after the employee has left work for that particular day, there shall be a minimum of three (3) hours of overtime pay, even if the actual overtime work is less than that. No minimum shall apply if the employee is required to extend his regular work shift for a period of time.
- D. There shall be no pyramiding of overtime.
- E. In times of emergency, all employees are subject to call unless they are on sick leave.

ARTICLE 17

RETIREMENT-VACATION PAY

An employee, upon retirement from service, or his beneficiary in the event of his death, shall receive straight time pay for any unused vacation days, on a pro-rated basis, which the employee was entitled during the calendar year of retirement or death.

ARTICLE 18
BEREAVEMENT 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 or the day of funeral, but in no event shall said leave exceed three (3) consecutive days, one of which shall be the day of the death or day of the funeral. For the death of a spouse or child, fifteen (15) bereavement days shall be granted.

B. Verification of the death and the relationship of the deceased to the employee may be required by the Borough in order to obtain benefits under this Article.

C. For the purposes of this Article, the immediate family shall be defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other close relative permanently residing in the employee's household at the time of death.

ARTICLE 19
LONGEVITY PAY

A. Employees shall receive longevity compensation computed at 2% of the employee's annual compensation for each four years of service to a maximum of 10% of the employee's annual compensation.

B. Longevity pay is eliminated for employees hired after January 1, 2008. For employees hired before January 1, 2008, the longevity pay will be the lesser of the current formula or the longevity cap for that employee. The longevity cap represents 10% of employee's base salary as of January 1, 2009 and for all full time employees other than R. Schottke is \$6,783, and for R. Schottke is \$7,283.

ARTICLE 20

RETIREE INSURANCE BENEFITS

A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield major medical insurance benefits and dental insurance benefits shall be continued for retired employees and their immediate families, if applicable for a maximum of five years, or until the retired employee qualifies for Medicare, or until the retired employee is again employed by any source, whichever shall first occur, provided, however, that if an employee shall remain in the employ of the Employer for thirty years or more before retirement, all of his insurance coverages as stated above shall be continued until he qualifies for Medicare.

B. Employees who are not eligible for the benefits set forth in paragraph A above and who terminate service by virtue of retirement or have a vested pension rights, shall have the option of continued enrollment in the Employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the Employer for a period of at least ten (10) years.

C. Retired employees eligible to receive medical and dental benefits in retirement under this Article shall receive the same level of medical and dental insurance benefits afforded to non-retired employees under this contract or as modified in future contracts and shall be subject to 54.5% of the contribution requirements as non-retired employees.

ARTICLE 21

DENTAL INSURANCE

- A. The current group dental insurance benefits shall be as provided in Schedule A which is attached hereto and made a part hereof. The current Delta Dental Plan (Group No. 1572) maximum amount payable for services in any calendar year shall be Two Thousand Five Hundred (\$2,500.00) dollar the employer may elect to continue same dental insurance policy now in effect and provide enhanced coverage through a self-insured program.
- B. The Board may, at its option, change insurance plans or programs or carriers or self-insure, so long as substantially similar benefits are provided.
- C. The Board shall provide an HMO / NJ Dental Plan if there are at least five to seven Borough employees who wish to participate in same.

ARTICLE 22

HEALTH AND WELFARE BENEFITS

A. The Borough shall provide medical benefits for full-time employees covered by this agreement. The Borough has elected to participate in the NJ State Health Benefits Plans, and employees will have an option to choose from one of those plans offered. While the Borough participates in the NJ State Health Benefits Plan, it may elect to change providers subject to section C of this article. Employees shall be given a booklet from Horizon BC/BS defining exact the terms of the Plans.

B. Employees health insurance contributions for active employees shall be those previously established under Chapter 78 P.L. 2011

C. The employer reserves the right, solely at the employer's option, to change the New Jersey State Health Benefits Program at any time without renegotiation, or to any other health insurance provider program offering substantially similar benefits to the employee.

D. Employees who have a spouse also employed by (or retired from employment with) a public entity in New Jersey that provides health insurance benefits, shall decide, in conjunction with their spouses, whether they will opt out of health insurance benefits with the Employer and advise the Borough Administrator accordingly in writing. Employees shall have a continuing responsibility to promptly inform the Borough Administrator whenever they have a spouse who is entitled to receive health insurance benefits by virtue of employment with (or retirement from) another public entity in New Jersey and promptly advise the Borough Administrator of their decision with regard to opting out of the Employer's health insurance plan, as set forth hereinabove. It is expressly understood by the parties hereto that the objective

of this provision is to avoid duplicate coverage for a family by public entities in New Jersey employing spouses in that family in furtherance of sound public policy, and is not intended to be punitive or detrimental to employees.

ARTICLE 23
HOURS OF WORK

A. The work week shall begin at 12:00 a.m. on Monday and end at midnight on the next succeeding Sunday. Full-time employees shall be scheduled to work forty (40) hours during the work week.

B. Full-time employees shall work five (5) consecutive days Monday through Friday during the week. The work day shall consist of eight (8) hours of work. During the work day, employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten (10) minute rest period with pay after the meal period. The meal period shall be one half (1/2) hour and employees shall not be paid for the duration thereof. Rest periods and meal periods shall be scheduled by the Employer.

C. The usual starting time of the work day shall be 7:00a.m. In the event that the Employer changes the usual starting time, then the Union will receive twenty (20) days prior notice of the change.

ARTICLE 24
MEAL ALLOWANCE

- A. During emergency situations, such as snow clearing and water main breaks, by way of example and not limitation, when full-time employees are required to work more than eight (8) consecutive hours, they shall receive a meal allowance after three consecutive hours of overtime, and an additional meal allowance after the next eight consecutive hours of overtime.

- B. The meal allowance shall be paid directly to the eating establishment if such establishment has not been paid by the employee and if the employee presents a receipt from the eating establishment.

- C. The meal allowance shall be \$20.00 effective from the date of the agreement execution.

ARTICLE 25
RATES OF PAY

- A. Each employee shall be assigned a job title.

- B. All work performed on Saturday and Sunday shall be compensated at one and one-half (1 1/2) times the employee's straight time hourly rate of pay unless otherwise noted in Article 12 Section C.

- C. The hourly rate of pay shall be determined by dividing the annual base salary as set forth in the base salary above by 2,080.

ARTICLE 26

COFFEE-SNOW EMERGENCY

The Borough shall provide coffee and beverages to the employees at the Department of Public Works building during emergencies, such as by way of example and not limitation, snow removal.

ARTICLE 27

ROAD DEPARTMENT DIVISION OF DEPARTMENT OF PUBLIC WORKS

The Road Department is a Division of the Department of Public Works and employees shall also perform various Water Department duties described and assigned by the Superintendent of the Department of Public Works.

ARTICLE 28

TUITION REIMBURSEMENT

The Borough shall reimburse an employee for the cost of tuition paid by the employee during the term of this Agreements for any courses taken by the employee toward obtaining a New Jersey State Electrical, plumbing, pesticide, water or sewer license or public works related activities provided, however, that such reimbursement shall only be made after successful completion of the course. Prior to taking the course, the employee must present his request to the Superintendent who will forward it to the Business Administrator for his final approval.

If an employee leaves employment with the Board within eighteen (18) months of receiving Borough payment for these courses, employee shall reimburse the Borough.

ARTICLE 29

UNPAID LEAVE OF ABSENCE

- A. A permanent full-time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Superintendent of the Ramsey Road Department and at the discretion of the Mayor and Council and subject to the needs of the Borough.
- B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council.
- C. The Employer reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.
- D. All decisions of the Employer regarding leaves of absence shall be discretionary.
- E. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for title. However, there shall be no retroactive pay back pay resulting from this Article.
- F. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence and upon the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.
- G. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this agreement.
- H. All employees shall be entitled to Federal and State family medical leaves.

ARTICLE 30

COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

A. The Borough shall reimburse an employee for the cost of a commercial driver's license issued by a State Division of Motor Vehicles. Employees renewing such commercial driver's license shall do so during normal work hours.

B. Possession of a valid CDL is required for the employee to fulfill all the essential job functions of the position. Any employee who loses his right to operate a motor vehicle in the State of New Jersey must report that fact to his supervisor on the next working day after losing his license. If loss of license is for a period of two years or more, the Employer may at its sole discretion, terminate the employee's employment.

ARTICLE 31

LEAVE FOR JURY DUTY

- A. Employees summoned for petit jury will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay, less the amount of money received by them for serving on jury duty.
- B. Employees shall notify the Employer within one (1) working day of the receipt of the summons of jury duty. Employees must produce the summons for jury notice in order to receive benefits under this Article.
- C. If employees are dismissed from jury duty and can reasonably return to the Employer's garage prior to 1:30 p.m., they shall return to work.

ARTICLE 32

SENIORITY

A. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Employer will forward to the Union within ten (10) days of the date of this agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January and sent to the union each January.

B. The seniority of an employee as defined in this Article will be a factor for consideration in cases of lay-offs, recalls, and seniority. Other facts for consideration will be employee's training, experience, and ability to perform the work required by the Employer.

C. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back from work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause; failure to be called back to work for a period of twelve (12) months after a lay-off.

D. That time during which an employee is on a leave of absence or on lay-off status shall not be considered as continuous service time for the purpose of calculating seniority under this provision. Therefore, if an employee is called back to work after being laid-off or returns from a leave of absence, his seniority shall be no greater than that which he had on the date of his lay-off or the date he commenced his leave of absence.

ARTICLE 33

PERSONAL ADVANCEMENT

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if, in the Borough's sole discretion, such employee is qualified.

Those employees who have successfully completed the required courses, passed the examination and received certification as a Certified Public Works Manager shall receive an annual stipend of \$1,000.

ARTICLE 34
NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin or membership or non-membership in the Union.

ARTICLE 35
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested on it prior to the signing of this contract 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 right to:

1. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
2. Manage employees, to hire, promote, transfer, assign or retain employees in that regard, establish work rules, in accordance with statutes.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause or to lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and 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 the State of New Jersey and of the United States, and ordinances of the Borough of Ramsey.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

ARTICLE 36

NO STRIKE - NO LOCKOUT

A. The Union 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 concerted willful absence of an employee covered under hereunder from his duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

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

C. In the event of a strike, slowdown, walkout or job action, the Union shall take all steps which are necessary to insure that the employees covered under this Agreement return to work promptly, including a public disavowal of the actions of such employees and directing such employees to report to work promptly.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be grounds for disciplinary action including possible termination of employment of such employee or employees.

E. 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 by the Union or its members.

ARTICLE 37

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 38

DUES DEDUCTION AND INITIATION FEE

A. The Borough agrees to deduct from the salaries of its employees, dues and initiation for the Union.

B. If during the life of this Agreement there shall be any change in the rate of initiation and/or dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change.

C. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.

D. All new employees who have worked thirty one (31) days will become a member of the Union. The initiation fee shall be deducted by the Borough. The Union shall advise as to the number of pay periods from which the initiation fee shall be deducted.

E. The Borough agrees to remit to said Union all such deductions monthly for which such deductions are made. The Borough shall deduct dues from the employees vacation payments for employees who are on vacation during the week in which the Union dues deduction would otherwise be made.

F. Where an employee is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the Borough shall deduct dues and initiation fees from the next earning check of the employee.

The Borough shall submit with each dues remittance, a report, listing all employees alphabetically and the amount of dues and initiation, if any, deducted for each employee.

G. Seasonal and part time employees can work no more than sixty (60) days in one calendar year and are exempt from dues and initiation fees. After sixty (60) days, seasonal and part time employees shall pay dues and initiation fees. No seasonal or part-time employee shall work if a regular full time employee is a lay off.

H. Representation Fee. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Union. That fee is eighty-five (85%) of union dues and initiation fees or the highest amount permitted by law.

I. Payment of Fee. Payment of the fee shall be made in the same manner and at the same time as the payment of union dues and initiation fee.

J. D.R.I.V.E. The employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted, along with the name of each employee on whose behalf a deduction is made. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which applicable law prohibits. The Borough agrees to check-off voluntary contributions with appropriate confidentiality safeguards.

ARTICLE 39

ENTIRE AGREEMENT

A. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and including and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

B. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE 40

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2025, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eight (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey, on this day of November 2023.


TEAMSTER LOCAL 125

BY: 

Paxton Ryan, President

BY: 

Brian Gullace, Business Agent

BY: 

William Ackerson, Shop Steward

ATTEST: _____

BOROUGH OF RAMSEY

BY: 

Deirdre Dillon, Mayor

BY: 

Bruce Vozeh, Borough Administrator

ATTEST: 