

**CONTRACT BETWEEN**  
**BOROUGH OF WESTWOOD**  
**AND**  
**TEAMSTERS LOCAL 125**  
**JANUARY 1, 2011**  
**THROUGH**  
**DECEMBER 31, 2014**

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Borough of Westwood  
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## ARTICLE I. PREAMBLE

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **BOROUGH OF WESTWOOD**, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH"; and **TEAMSTERS LOCAL 125** 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 Westwood 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. 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 recognized.
3. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, or assign employees in positions within the Borough.
4. To set rates of pay for seasonal employees.
5. To take appropriate disciplinary action against any employees for good and just cause according to law.
6. Nothing contained herein shall prohibit the Borough from contracting out any work.
7. To lay off employees in the event of lack of funds or under conditions where the continuation of such work would be inefficient and nonproductive.

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

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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 R.S. 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, slow-down, 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 entitle the Borough to invoke any lawful alternatives; including:

1. Such activity shall be deemed grounds for disciplinary action of employee or employees including suspension or dismissal.

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 or supporting in any such activity any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

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.

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

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or 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 or the Union shall institute action under the provisions hereof within five (5) work 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 five (5) work days shall be deemed to constitute an abandonment of the grievance.

**Step Two:** If no agreement can be reached orally within five (5) work days of the initial discussion with the DPW Superintendent, or his/her designee, the employee or the Union may present the grievance in writing within five (5) work days thereafter to the DPW Superintendent, or his/her designee, or his/her designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Contract violated, and the remedy requested by the grievant. The Public Works Superintendent, or his/her designee or his/her designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

**Step Three:** If the Union wishes to appeal the decision of the DPW Superintendent, such appeal shall be presented in writing to the Borough Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

**Step Four:** If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Borough Council within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within thirty (30) days of the submission.

**Step Five - Arbitration:**

- a) If the grievance has not been resolved at Step Four, then within thirty (30) days from determination by the Borough the Union may submit the grievance to arbitration.
- b) The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedure of the Public Employment Relations Commission (P.E.R.C.) of the State of New Jersey. Simultaneously, with application to the P.E.R.C. the Union will send notice to the employer of its application for arbitration.
- c) Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to arbitration. Disciplinary actions are arbitrable provided such employee is not covered by the provisions of Article XVI.
- d) The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- e) The decision of the Arbitrator shall be binding upon the employer and the Union/employee.
- f) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- g) The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- h) Upon prior notice and authorization of the D.P.W. Superintendent, one designated Union Representative shall be permitted as 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 require the recall of off-duty employees. Such requests shall not be arbitrarily denied.
- i) 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 succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If the decision is not rendered within the time limits prescribed for 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 AND WAGES

Salaries and wages for all covered employees shall be as set forth in Schedule "B" annexed.

Annual compensation is based upon receipt of pay on a bi-weekly basis (of eighty (80) hours every two (2) weeks).

Whenever any employee shall work more than eight (8) hours in any one day, he shall be compensated at the rate of one and one-half his hourly rate for all hours in excess of eight (8) hours, after working forty (40) hours per week.

Whenever an employee shall have worked more than forty (40) hours in one week, he shall be compensated at the rate of one and one-half times his hourly rate for all hours work in excess of forty (40) hours.

Pay for overtime work shall be paid as soon as possible after the completion of such work week, and wherever possible, said payment for such work so performed will occur in the pay period following the period in which the employee has worked overtime.

Overtime shall be rotated on a seniority basis among qualified employees, and where an employee is requested to work overtime, he shall be required to do so under the provisions of this Agreement.

There shall be no compensatory time off allowed in lieu of monetary payments.

In order to avoid confusion or loss of compensation, all employees shall make application for overtime or stand-by pay no later than two (2) periods following the performance of said work or shall have waived any right to compensation therefore.

Notwithstanding the above provisions, to be eligible for overtime, an employee must have a proper license (CDL) plus endorsements.

#### ARTICLE VI. VACATIONS

A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Borough Administrator and further subject to any special

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provisions that the Borough Administrator in his/her reasonable discretion determines to be in the best interests of the Borough.

## B. VACATION SCHEDULING

The Superintendent, in his discretion, if manpower requirements permit, may permit an employee to take a vacation, or portion of his vacation, during the year in which the entitlement to said vacation is being earned. The employee acknowledges that any such vacation time constitutes an advance which will be repaid by the employee to the Borough if the employee for any reason leaves the Borough's employment prior to completing the entitlement period for any such vacation advance. The employee authorizes the Borough to debit employee's final paycheck or other monies due from the Borough to the employee for such vacation advance. Under no circumstances shall any employee be granted a vacation schedule which would require advance scheduling or vacation days for which entitlement will be earned during the current calendar year.

C. **Vacation Increase:** For each completed eight years of service an employee will receive one additional vacation day above and beyond the schedule. The eight years of service must have been completed prior to January 1st of the year in question.

D. Employees subject to this provision of this chapter shall be entitled to vacation on an annual basis, which annual vacation shall be determined from commencement of employment (date of hire) in accordance with the schedule attached as Schedule 'C'.

E. In the event of separation from employment, resignation, retirement or involuntary separation for reasons other than just cause, vacation days shall be prorated. Termination for cause will preclude any vacation entitlement.

F. Whereas vacation entitlement is accounted for and to be taken on a calendar year basis, requests for same require the employee to complete the Absence Request Form and obtain the Department Head's approval. The Department Head, in turn, will forward the form to the Borough Administrator for his / her final approval. Copy of said approval will be returned to the Department Head for dissemination.

G. Employees shall be requested to take the annual vacation allotted to them during the calendar year. A maximum of (10) days (80) hours may be banked for the following year, subject to Section A of this Article.

H. Vacation dates shall be allocated according to the Superintendent of the Borough. Employees with the greatest seniority shall be given preference in the assignment of vacation periods.

## ARTICLE VII. SICK LEAVE

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

B. No employee, while on sick leave from the Borough, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever for remuneration or not for remuneration.

C. All employees with more than one (1) year of service shall be eligible for 15 (fifteen) days per year, except as provided in Section G of this Article. Absences on a day immediately preceding or following regular days off or a holiday shall be charged as two days absence subject to the sole discretion of the D.P.W. Superintendent.

D. 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 appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

E. Employees are entitled to use three (3) sick days yearly as excused days (i.e., for private matters without debiting other entitled vacation time, but which is debited against sick leave); notice of said three (3) days must be given to the Borough. The Borough can refuse a request for an excused day if there is a bona fide manpower shortage, inclement weather or other such emergency. Three days notice is not required if the employee has a personal emergency.

F. Probationary employees will follow Borough Policy and Procedures as outlined in the Employee Handbook.

G. The following sick leave schedule will apply to employees hired after January 1, 2011:

Years 1- 10	Ten (10) days
Year 11	Eleven (11) days
Year 12 and beyond	Twelve (12) days

#### **ARTICLE VIII. SICK DAY INCENTIVE**

Any employee who works throughout any one of the four calendar year quarters without a sick day (or use of an "excused sick day") shall receive a bonus equal to one day's pay for each such "perfect" quarter.

#### **ARTICLE IX. FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted three working days off with pay (Resolution 02-80) to attend the funeral,

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and related matters irrespective of the location or date of service. The employee shall be granted five (5) elapsed days if Saturday and Sunday must be included.

B. The "immediate" family shall include only husband, current wife, child, mother or father, brother, sister, grandchildren, grandparents, in-laws (1 set).

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

D. An employee may make a request of the D.P.W. Superintendent or his/her designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the D.P.W. Superintendent or his/her 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.

#### ARTICLE X. INSURANCE PROVISIONS

The Borough agrees to provide the following insurance coverages for each employee covered by this Agreement: Hospital and Major Medical coverage issued by AETNA or United Health Care through the Bergen County Municipal Employees Benefits Fund, the Fund or HIF, or equivalent, effective for each employee commencing ninety (90) days following their employment, together with existing dental plan. Life Insurance providing death benefit of \$5,000.00 also effective ninety (90) days following employment. The Borough may, on notice to the Union, change coverage providers (i.e., insurance company or insurance fund) provided the actual coverage or financial cost to the employees is not altered.

Each new employee shall have the option of purchasing said coverage at his own expense for the first ninety (90) days, if available.

It shall be the obligation of the Union and the individual employees to acquaint themselves with the coverages available to them and to notify the Borough in writing of the designated beneficiaries and related information under the several policies.

The Union consents, subject to a good faith review of the plan document language, to the following changes in the insurance coverage plan:

- Hospital Pre-certification

This provision requires that all non-emergency hospital stays be certified in advance.

- Mandatory Second Surgical Opinion

This provision requires that for certain types of elective surgery a second opinion approving the surgery is necessary. The fee for the second opinion is paid for by the Fund.

Large Case Management and Continued Stay Review

The Fund documents will be modified to give the claims administrator authority to monitor and evaluate the necessity and expense of treatment options in connection with serious or long-term illnesses.

High Risk Pregnancy Management Plan

Plan participants who are identified as high-risk pregnancy patients will be required to participate in (at no additional expense to the participant) a plan that provides intensive and specialized care to minimize or avoid complications in the high-risk pregnancy, especially during the first through seventh months.

Wellness Program

In conjunction with the foregoing options, the plan may provide a Wellness Program consisting of annual physicals and similar preventive measures at no cost to participants.

The Borough may include some, all, or none of these provisions in the insurance fund document and there is no specific timetable for action.

In addition to the above, the Department of Public Works employees will participate in the Borough's Health Reimbursement Account (HRA). As with prior health insurance coverage, the HRA is administrated through the BMED. If, after implementation and analysis of the HRA plan, the borough determines that the same is not viable, the borough reserves the right at a future date to revert back to the type of plan offered by the BMED through Aetna as of December 31, 2010.

The Department of Public Works employees will also have the option to participate in an Opt-Out Program. They will be entitled, upon completing the program requirements, to an annual payment equal to twenty percent (20%) of the Borough's health insurance premium up to a maximum of \$3,500. The Opt-Out payment is a quarterly payment to the employee.

#### ARTICLE XI. HOLIDAYS

A. All employees shall receive credit for a day off for the following thirteen (13) holidays:

1. New Year's Day
2. Martin Luther King Day \*
3. Presidents' Day
4. Lincoln's Birthday \*\*
5. Good Friday
6. Memorial Day

7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Day

\* Martin Luther King Day may be treated as a floating holiday, where 1 personal day is permitted in lieu of receiving time off for the holiday itself.

\*\* Beginning 2012, Lincoln's Birthday will become a floating holiday, similar to Martin Luther King's birthday.

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

C. If an employee is on a leave of absence or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay. Any holidays that occur during a vacation will not be debited against an employee's vacation entitlement. The employee must work the day before and the day after in order to be paid except if the employee is on sick or vacation leave.

D. If an employee performs any work on a Sunday, he/she shall be paid double time for each hour worked with a minimum of two hours of paid duty; work on a holiday shall be paid at time and one-half.

## ARTICLE XII. JURY LEAVE

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

1. The employee must notify his D.P.W. Superintendent immediately upon receipt of a Summons for jury.
2. The employee has not voluntarily sought jury duty service.
3. The employee is attending jury duty during vacation and/or other time off from Borough employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock p.m., that employee will be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

### ARTICLE XIII. MILITARY LEAVE

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

### ARTICLE XIV. LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed 30 continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor who will append his recommendations and forward request to the Borough Council. The Borough 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 Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence are part of the absence if the employee is not available for work.

B. If leave is granted, employee will be entitled to his old position provided he is capable of performing the work.

### ARTICLE XV. 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. (R.S.) 52: 14-15 9(e) as amended.

B. A check-off shall commence for each employee upon completion of his/her probation period 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 change and shall furnish the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deductions.

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

E. Any such written authorization may be withdrawn at any time by filing notice of such withdrawal with the Borough Clerk or his/her designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15 as amended.

F. 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 and submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union, and signed by the president of the Union advising of such changed deduction.

G. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE 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 other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check and the total amount deducted along with the name and social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll plan.

#### **ARTICLE XVI. 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 XVII. PROBATIONARY PERIOD**

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year. 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.



Vacation Policy

	<u>No. of Days</u>
During 1 <sup>st</sup> six months	0
During 2 <sup>nd</sup> six months	5 (40 hours)

B. Upon completion of the probation period, the employee may complete the Union authorization cards in accordance with all laws and codes covered by the Public Employees Relations Commission, and present same to the Union representative or his/her designee.

**ARTICLE XVIII. UNIFORMS**

Employees shall receive a uniform and shoe allowance of \$600.00 per annum payable on September 1 of each year. Any employee with less than one (1) year of completed service will receive \$150.00 for every three (3) months of completed service. The employees shall be responsible to make purchases from designated manufacturers and to be properly equipped with clothing meeting appearance and safety requirements of the Borough.

The employee shall wear safety work shoes, either a summer or winter shoe as the employee's needs dictate. Safety shoes shall be of sufficient quality so as to be suitable for the nature of the work performed by each employee. The Borough will consider safety shoe replacement on a case-by-case basis the following: Wear or damage directly attributable to work performed, shoes replaced on an exchange basis. Employees are responsible to maintain shoes with reasonable care and to use them only for work related purposes.

**ARTICLE XIX. MEAL ALLOWANCE**

If an employee works eight (8) hours of overtime, they are entitled to a Ten (\$10.00) Dollar meal allowance. This will be a one-time allowance per storm or event.

**ARTICLE XX. STANDBY**

Employees on stand-by shall receive weekly stand-by pay with a two-hour minimum call in pay at the weekly stand-by pay which shall be as follows: \$100.00. Stand-by will be one employee.

The parties agree that this clause may be renegotiated at any time and the Borough will not be bound by past practice.

**ARTICLE XXI. LONGEVITY**

For employees hired prior to January 1, 2011, in addition to salaries, members shall receive longevity pay as follows:

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Upon Completion of:	Percent:
4 years	1% of base annual salary
8 years	2% of base annual salary
12 years	3% of base annual salary
16 years	4% of base annual salary
20 years	5% of base annual salary
24 years	6% of base annual salary

For employees hired after January 1, 2011, the following longevity schedule will apply:

Upon Completion of:	Percent:
15 years	1% of base annual salary
20 years	2% of base annual salary
25 years	4% of base annual salary

#### **ARTICLE XXII. 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 notices with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the Borough Administrator with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization.

#### **ARTICLE XXIII. PERSONNEL FILES**

A. Established personnel files are confidential records that shall be maintained under the direction of the Borough Clerk, or his/her designee.

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

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. No grievance may be filed concerning the content of any such reprimand.

D. The Borough shall supply to each employee on or about July 1 and December 31 of each year a written statement of accumulated and used sick leave and vacation time and any disciplinary actions taken during the period.

#### **ARTICLE XXIV. HEALTH AND SAFETY**

A. Any D.P.W. employees who are to pick up dead animals will be provided with a safety mask, throwaway gloves, plastic bags and disinfectant. They will not be required to enter a resident's home as all dead animals must be wrapped by the resident in box or bag and placed on the curb.

B. A safety committee shall be established, as soon as possible within the first year in this contract.

#### **ARTICLE XXV. MISCELLANEOUS**

A. The Union Steward shall receive copies of all bulletins sent to members of the bargaining unit. The Union will inform the Borough of the identity of the Union Steward after each Shop Steward election.

B. All references to years in this Agreement shall mean anniversary year.

C. The Rules and Regulations annexed shall be posted in the locker room and adhered to by all parties.

#### **ARTICLE XXVI. WORK RESPONSIBILITIES**

A. The employer recognizes that certain kinds of work are normally performed by members of the bargaining unit.

B. The Supervisor shall not ordinarily perform bargaining unit work except for purposes of training, supervising, emergency or for minor, infrequent occurrences, which shall not normally deprive unit members of overtime opportunities. This provision shall be limited in application only to prevent the Borough from utilizing the Supervisor as a direct means of eliminating a job.

#### **ARTICLE XXVII. WORK IN HIGHER GRADE**

If an employee in the bargaining unit is assigned to the position of acting foreman and the assignment is made in writing by an authorized person on behalf of the Borough, then after ten (10) consecutive working days in the position the employee shall be paid at the foreman's rate thereafter and retroactive to the first day of the assignment.

**ARTICLE XXVIII. SENIORITY**

1. Seniority shall be defined as the employee's length of continuous service with the Department of Public Works (D.P.W.). A leave of absence pursuant to Article XIII shall not be deemed to be an interruption of service.

2. Vacation and overtime selection shall be determined by D.P.W. seniority, skill and job capability.

3. To be eligible for overtime, the employee must be qualified to perform the work in the opinion of the Borough of Westwood. Additionally, to be eligible for overtime, an employee must have a proper license (CDL) plus endorsements.

4. Layoffs shall take place by inverse order of seniority and job capability within the Division. Laid off employees shall have the right to bump across lines by exercising D.P.W. seniority provided they are qualified to perform the work of the bumped employee.

5. The laid off employee may exercise the D.P.W. seniority against only the junior employee in another Division.

6. Recalls shall be made by D.P.W. seniority, the most senior qualified employee being recalled first.

**ARTICLE XXIX. SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXX. FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining 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 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 XXXI. PENSION**

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Pension provisions shall be in accordance with the provisions of State law applicable to the Public Employees Retirement System.

#### **ARTICLE XXXII. TERMINAL LEAVE**

At the time an employee retires or leaves his employment, having been employed ten (10) years, he shall be paid in cash for any unused and unpaid sick days on the basis of the following schedule: For the first forty (40) days of such unused and unpaid sick days, he shall receive 25% of the amount due; for all days beyond forty (40) and up to eighty (80), he shall receive 50% of the unpaid amount due; beyond eighty (80) days an additional 50% up to a maximum of twenty (20) days. Unpaid sick pay accumulated during all continuous employment with the Borough shall be used for the required computation. In the year 2003 employees shall be entitled to a cap of twenty-five (25) days or accumulated days over eighty (80) days. In the year 2004, and thereafter, employees shall be entitled to a cap of up to thirty (30) days at 50% of accumulated days over eighty (80).

As additional benefit for employees who are retiring, there shall be a further benefit in the form of cash payment equal to 25% of the value of all accumulated sick days over eighty (80) and up to one hundred (100) accumulated days. The maximum payout will be sixty-five (65) days. To reach a payout of sixty five (65) days, the employee must have a minimum of one hundred and forty (140) days banked.

Terminal leave for employees hired after January 1, 2011 is eliminated.

#### **ARTICLE XXXIII. TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect to and including December 31, 2014 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

#### **ARTICLE XXXIV. USE OF PART TIME EMPLOYEES**

The Borough may utilize part-time employees as needed for Saturday recycling. A full-time employee will be on detail during any period that a part-time employee is utilized.

#### **ARTICLE XXXV. CHANGE IN WORK SCHEDULE**

The Borough may implement a work schedule of Tuesday through Saturday as deemed necessary by the Superintendent. The schedule will be prepared by the Superintendent of Public


Works. Every effort will be made to provide a minimum of thirty (30) days notice for the scheduling of employees. Schedule changes resulting in overtime will not be permitted unless approved by the Superintendent.


**ARTICLE XXXVI. EMERGENCY CALL OUT RESPONSE TIME**

For emergency call outs, up to forty-five (45) minutes will be allowable as the response time.

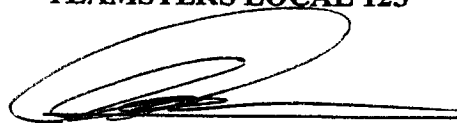
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Westwood, New Jersey on this 1<sup>st</sup> day of November, 2011.

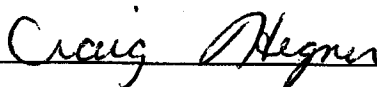
**BOROUGH OF WESTWOOD**

  
By: John Birkner Jr., Mayor

  
By: Robert S. Hoffmann  
Borough Administrator

**TEAMSTERS LOCAL 125**

  
By: \_\_\_\_\_

  
By: Craig Hegner



**SCHEDULE "A"**  
**BOROUGH OF WESTWOOD/DEPARTMENT OF PUBLIC WORKS**  
**RULES AND REGULATIONS**

**Class "A" Violations**

The following is a representative but non-exclusive list of infractions for which employees may suffer immediate termination of their employment.

1. Willful or malicious destruction of Borough property of any nature.
2. Removal of Borough property from Borough premises, without specific authorization.
3. Theft of property of the Borough, its employees or visitors.
4. Fighting, or participation in fights on Borough property.
5. Use or possession of dangerous weapons, during working hours.
6. Working or reporting for work, under the influence of intoxicating beverages or of drugs. Bringing in, possession, consumption or use of intoxicating beverages or drugs on Borough property.
7. Gambling, participation in games of chance, solicitation or acceptance of bets on Borough property.
8. Refusal of reasonable job assignments, orders or instructions of foreman, or other supervisory personnel.
9. Threats, intimidation, coercion or interference with Borough employees or others on Borough premises.
10. Punching any other employee's time clock card.
11. Commission of traffic violation while operating Borough vehicle.
12. Commission of a misdemeanor or crime while on duty.

13. Leaving assigned work area without just work related cause for any reason other than authorized Borough business except at a meal time or quitting time without specific prior authorization of foreman or other authorized person.
14. Unauthorized use of Borough vehicles, tools, machines, or any other equipment.

Class "B" Violations

The following is a representative but non-exclusive list of a lesser nature for which an employee may suffer the following penalties:

- |                 |  |
|-----------------|--|
| First Offense:  | For any twelve-month period, written warning;  |
| Second Offense: | Suspension without pay not to exceed ten days; |
| Third Offense:  | Termination of employment.                     |

Any Class "B" violation counts as a separate offense so that it is not necessary to repeat the same specific misconduct in order to suffer the penalty herein provided for:

1. Sleeping on the job.
2. Abuse of the property of the Borough, of its employees, or others on Borough premises.
3. Use of vile, obscene or abusive language in the presence of women, children or non-employees.
4. Creating or contributing to unsanitary conditions on the job.
5. Horseplay, scuffling, throwing of any objects with Borough employees or others on Borough premises.
6. Violations of safety rules and practices, including careless or unsafe conduct while working.
7. Failure to meet reasonable standards on assignments.
8. Repeated or frequent tardiness or absence.
9. Unauthorized absence from assigned work place at starting or stopping times, or any other time, except for personal reasons.
10. Loitering in locker room or toilet during working hours.
11. Use of telephone during working hours without specific authorization.

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12. Leaving assigned work area by Shop Steward on Union business without notifying foreman.
13. Presentation of complaints or grievances in any other manner than provided by the grievance procedure of the Union Contract.
14. Absence or tardiness exceeding one hour without advance arrangements or notification within the first hour to the foreman.
15. Distribution of literature, solicitation of contributions for any purpose of membership in any organization, unless sanctioned by the Borough.

NOTIFICATION OF INFRACTIONS:

Written notification shall be given to the Shop Steward of any warnings, suspensions or terminations.

**SCHEDULE "B"**

**SALARIES**

1. The rates of pay for the various positions listed below have been increased from the previous contract at the following rates: (1.75%) for 2011; (1.75%) for 2012; (2%) for 2013; and (2%) for 2014.

<u>Position</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Laborers	29.85	30.37	30.98	31.60
Laborer / Mechanic	31.18	31.72	32.36	33.00
Education Step 1	plus .50 more than Laborers rate			
Education Step 2	plus an additional .50 over Step 1 totaling 1.00			
Education Step 3	plus an additional .50 over Step 2 totaling 1.50			
Crew Chief B	plus 1.00 more than Laborers rate			
Crew Chief A	plus 2.00 more than Laborers rate, maximum rate is 3.50 over Laborers rate			

2. Steps In Grade: New employees will have their wages phased in according to a Step System as set forth below:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Hire Rate .....	14.06	14.31	14.59	14.88
Upon completion of:				
3 months				
6 months	16.87	17.16	17.51	17.86
9 months				
12 months	18.84	19.17	19.56	19.95
15 months				
24 months	20.81	21.17	21.59	22.03
36 months	22.50	22.89	23.35	23.82
48 months	25.86	26.32	26.84	27.38
60 months	27.56	28.05	28.61	29.18
72 months (Laborer)	29.75	30.27	30.88	31.50

The Borough reserves the right to hire persons from outside of the Department for skilled positions and to place them at a compensation level commensurate with their experience notwithstanding the above Schedule.

RSH  


3. The mechanic shall receive an annual tool allowance of \$200.00 to compensate him/her for the occasional use of personal tools, payable on September 1st of each year.

4. Employee promotion resulting in a change of grade will result in a base salary adjustment to the grade to which promoted only after serving a ninety (90) day probationary period in the new position. Should job performance not meet acceptable standards as deemed by the Borough, employee will be returned to former grade and position.

### **LABORER C**

To be eligible for Laborer C classification and the \$.50 per hour additional compensation related thereto, an employee must have ten (10) or more years of employment with the Borough of Westwood, Department of Public Works and must meet the applicable educational/credit service criteria.

### **LABORER B**

To be eligible for Laborer B classification and the \$1.00 per hour additional compensation related thereto, an employee must have fifteen (15) or more years of employment with the Borough of Westwood, Department of Public Works and must meet the applicable educational/credit service criteria.

### **LABORER A**

To be eligible for Laborer A classification and the \$1.50 per hour additional compensation related thereto, an employee must have twenty (20) or more years of employment with the Borough of Westwood, Department of Public Works and must meet the applicable educational/credit service criteria.

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The criteria developed by the Borough Administrator and Superintendent of the Department of Public Works was approved by Teamsters Local 125. It is agreed that the following classes or seminars will make qualified members of the Department of Public Works eligible for the educational steps listed in the contract.

#### **Possible DPW Training (This is not an all-inclusive list)**

Plowing  
Wire Safety  
Traffic Safety  
Park Equipment Safety

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Garbage Truck Safety  
All Safety Classes  
Tree Removal  
Chain Saw Safety  
Sewer Maintenance  
Pump Station Classes  
Defensive Driving  
Ball Field Maintenance  
Understanding Synthetic Fields  
Introduction to Small Engine Repair  
New Technology Classes  
Supervisory Classes  
Any and all classes for Public Works  
Any and all classes that protect the residents, such as a First Responder class

All classes are subject to the approval of the Superintendent of Public Works or the Borough Administrator.

Employees will not receive overtime or have time given back for classes attended on their own time. The Borough will pay for classes, when funds are available.

To be eligible for the education steps, the following educational hours and time in service must be completed:

- First ten (10) years – complete 75 hours
- Years eleven (11) to fifteen (15) – complete an additional twenty (20) educational hours
- Years sixteen (16) to twenty (20) – complete an additional twenty (20) educational hours

All educational hours will be credited on an hour-for-hour basis.

### **CREW CHIEF B**

To be eligible for Crew Chief B classification and the \$1.00 per hour additional compensation related thereto, an employee must, at a minimum, meet the eligibility criteria for Education Step 1.

### **CREW CHIEF A**

To be eligible for Crew Chief A classification and the \$2.00 per hour additional compensation related thereto, an employee must, at a minimum, meet the eligibility criteria for Education Step 1.

**SCHEDULE "C"**

**Borough of Westwood  
Department of Public Works  
Vacation Schedule  
Prepared June 21, 2011**

During:	
6 months –	0 Days
6 months – 2 Years	5 Days
2 Years	10 Days
3 Years	10 Days
4 Years	10 Days
5 Years	10 Days
6 Years	15 Days
7 Years	15 Days
8 Years	15 Days
9 Years ***	16 Days
10 Years	16 Days
11 Years	16 Days
12 Years	16 Days
13 Years	16 Days
14 Years	16 Days
15 Years	16 Days
16 Years	21 Days
17 Years ***	22 Days
18 Years	22 Days
19 Years	22 Days
20 Years	22 Days
21 Years	22 Days
22 Years	22 Days
23 Years	22 Days
24 Years	22 Days
25 Years ***	23 Days
26 Years	23 Days
27 Years	23 Days
28 Years	23 Days
29 Years	23 Days
30 Years	23 Days
31 Years	23 Days
32 Years	23 Days
33 Years ***	24 Days
34 Years	24 Days
35 Years	24 Days
36 Years	24 Days

\*\*\*Denotes one (1) additional day for each eight (8) years of service completed.

Note: This schedule conforms to Article VI of the Contract that expired on December 31, 2010.

RSH  
