

CONTRACTUAL AGREEMENT

BETWEEN

**LOCAL 108 PUBLIC SECTOR DIVISION
RWDSU, UFCW, AFL-CIO**

FULL AND PART TIME EMPLOYEES

AND

THE BOROUGH OF SADDLE RIVER

FROM: JANUARY 1, 2015

TO: DECEMBER 31, 2017

RAH
[Signature]
[Signature]

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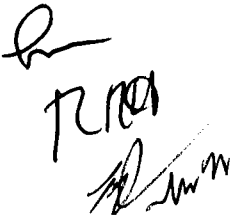
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AGREEMENT

LABOR AGREEMENT

AGREEMENT is entered into this First Day of January 2015, between Local Union No. 108, hereinafter referred to as the "UNION" and The Borough of Saddle River, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is First Day of January 2015.

The Employer and the Union agree to as follows:

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ARTICLE 1 – RECOGNITION

The Employer recognizes the Local Union No. 108 as the sole and exclusive bargaining agency for all Full and Part Time Employees employed by the Borough of Saddle River in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

EXCLUDED are all employees represented in other bargaining units, professional employees, seasonal employees, confidential employees, managerial executives, police, fire fighter, first responders, EMT's, tax collector, and tax assessor.

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ARTICLE 2 – UNION DUES AND AGENCY SHOP FEES

Section 1. The Employer agrees, for each of its Employees to do so, that it will deduct from the earnings payable to such Employee, the monthly dues and initiation fees, if any, for each such Employee's membership in the union. Deductions for the union dues shall be made from the first payroll in each month; the initiation fees shall be broken down as closely as possible into four (4) equal payments and deducted in the first four (4) payroll periods after the successful completion of the probationary period.

Section 2. All Union dues, assessments and fees, deducted from an Employee's pay will be transmitted to the Secretary Treasurer of Local 108 by check within ten (10) working days after the first pay period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by the list showing the names of all employees for whom the deductions were made.

Section 3. The Union agrees to furnish written authorization in accordance with State Statute (N.J.S.A. 52:14-15-.9) for each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4. Any employee who decides not to join the Union after the ninety (90) day probationary period shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to twenty percent (20%) of the regular union membership dues fees, and shall be in accordance with provisions of N.J.S.A. 34:13A-5.4.

Section 5. The Union agrees that it will indemnify and save harmless the Employer against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Employer at the request of the Union.

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ARTICLE 3 – MANAGEMENT AND EMPLOYEE’S RIGHTS

The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement, the Borough of Saddle River Personnel Policy Manual, and any applicable Federal or State Statutes or Regulations is vested in and retained by the Borough.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. The employees agree to abide by the provisions set forth in the Borough of Saddle River Personnel Policy Manual. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any Local, State, or Federal law.

No reprisals of any kind shall be taken by the Borough or any member of the Administration against any party interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

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ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute. The procedure for filing a grievance is set forth in the Borough of Saddle River Personnel Policy Manual.

A Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the Administrator. Employees shall have the Union Representative present during discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be settled in accordance with the procedure set forth in the Borough of Saddle River Personnel Policy Manual.

Additionally, in the event a grievance can not be resolved by complying with and completing the grievance procedure set forth, as noted above, the Union and the Employer agree to submit said grievance to N. J. Mediation for non-binding mediation.

In the event non-binding mediation does not resolve the grievance, either party may appeal to PERC to resolve the matter.

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ARTICLE 5 – DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the LOCAL UNION office, within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of occurrence upon which the complaint and warning notice are based.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge, and as soon thereafter as it is practicable to do so, a conference held between the Union and the Employer for the purpose of reviewing the matter.

A discharge or suspended employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance provisions of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

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RNA
1/1/2014

ARTICLE 6 – WORK WEEK

The work week for the employees shall consist of thirty-seven and one-half (37 ½) hours per week Monday through Friday, seven and one-half (7 ½) hours per day, from 8:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch. The staggering of lunch hours shall continue as in the past.

OVERTIME

If an employee is required to work within a one-week period, hours in excess of forty (40), he or she shall be paid one and one-half (1 ½) times his or her salary for those hours. All overtime hours will be authorized by the Administrator prior to working said hours in excess of the standard hours established herein.

Work Schedules Part Time Employees

Electrical Sub Code	Weekly: Office Hours: 1.5 per week Tuesday/Wednesday/Thursday 8:30 am- 9:00 am Inspection Hours: 6 per week Tuesday/Wednesday/Thursday 9:00 am-11:00 am
Plumbing Sub Code	Weekly: Office/Inspection Hours: 12 per week Monday/Tuesday/Thursday 11:00 am -3:00pm
Fire Sub Code	Weekly: Office/Inspection Hours: 13 per week Tuesday 1:00 pm to 4:00 pm Thursday 8:30 am to 12:00 pm
Health Inspector	Weekly: Office/Inspection Hours: 7 per week Monday /9:30 am – 12:00 pm Thursday/ 12:00pm-2:30pm As Scheduled
Building Sub Code	Weekly: Office/Inspection Hours: 30 per week Monday/Tuesday/Wednesday/Thursday/Friday 7:30 am-1:30 pm Inspection Hours-As Scheduled
Code Enforcement	As needed and approved by the Borough Administrator



Work Schedules Part Time Employees (continued)

Fire Official

Weekly: Office Hours: 13.5 per week
Monday/Wednesday/Friday 8:30 am-4:00 pm
Tuesday/ 8:30 am – 1:00 pm
Thursday/ 12:00 pm – 4:00 pm

Deputy Court Administrator

Weekly Office Hours: 20 per week
Monday-Friday 8:00 am – 12:00pm
Except First and Third Tuesdays for Court
2:00 pm – 6:00 pm

All work schedules shall be approved by the Borough Administrator in accordance with the Borough of Saddle River Personnel Policy Manual.

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ARTICLE 7 – HOLIDAYS

Full time employees shall be entitled thirteen (13) holidays as determined by the Mayor and Council on an annual basis, in accordance with the Borough of Saddle River Personnel Policy Manual.

Part time employees shall be entitled to three (3) paid holidays as determined by the Mayor and Council on an annual basis.

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ARTICLE 8 – VACATION

The Full time employee vacation entitlement shall be based on the employee's anniversary date of employment. An employee shall be entitled to paid vacation in accordance with the Borough of Saddle River Personnel Policy Manual.

The Part time employee shall receive three (3) paid vacation days as determined by the Mayor and Council on an annual basis.

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JWH

ARTICLE 9 – SICK LEAVE

An employee shall be entitled to sick leave in accordance with the Borough of Saddle River Personnel Policy Manual.

[Handwritten signatures and initials]

ARTICLE 10 – HEALTH AND WELFARE BENEFITS

The Borough shall provide to the employee hospitalization, and medical payment plans, which plans shall include coverage not only for the employees but for their eligible dependents as well, in accordance with the Borough of Saddle River Personnel Policy Manual and the Borough of Saddle River Select Health Benefits Plan.

The current medical coverage shall be administered under the Bergen Municipal Employee Benefit Fund, for the plan entitled the “PPO Core Plan”. This change to the Health benefits plan will reduce premium costs from the “Open Access Plan” previously provided to the Local 108 employees in the Borough. This negotiated change in the plan qualifies under Chapter 78 as an alternative plan which provides greater premium savings to the taxpayers.

Additionally, Local 108 employees shall receive any improvements in medical benefits provided to other full-time professional and confidential employees of the Borough.

Part time employees may purchase dental coverage from the Borough of Saddle River Group 01. All costs to be borne by the part time employee.

As a result of the negotiated change in the Health Benefits Plan the employees shall contribute to the cost of medical insurance coverage using the alternative contribution model negotiated with Local 108. This plan and contribution model meets the requirements of the provisions established by the New Jersey State Statutes and Regulations, (P.L. 2011 c.78). This contribution shall be made through a premium only section 125 plan adopted by the Mayor and Council.

Contribution Plan:	<u>Annual Contribution %</u>
<u>Base Salary</u>	
Less than \$50,000	6.2% of Premium
Between %50,001 and \$59,999	9.3% of Premium
\$60,000 and above	10.5% of Premium

Where applicable, the 1.5% contribution base requirement on salary will determine the actual contribution made by each employee in accordance with the provisions of the appropriate New Jersey State Statutes and Regulations.



ARTICLE 11- MILITARY LEAVE

An employee shall be entitled to Military Leave in accordance with the Borough of Saddle River Personnel Policy Manual.

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ARTICLE 12 – BEREAVEMENT LEAVE

The Employer agrees to grant an employee a bereavement leave in accordance with the Borough of Saddle River Personnel Policy Manual.

for
TRH
[Signature]

ARTICLE 13 – JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

The Employer agrees to pay the employee his/her regular straight-time rate of pay for each day on Jury Duty Service in accordance with the Borough of Saddle River Personnel Policy Manual.

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RNA
Smith

ARTICLE 14 – PERSONAL DAYS AND LEAVE OF ABSENCE

Employees shall be entitled to Personal Days and Leave of Absence in accordance with the Borough of Saddle River Personnel Policy Manual.

Part time employees shall not be entitled to Personal Days or Leave of Absence unless specifically authorized by the Borough Administrator in accordance with the Borough of Saddle River Personnel Policy Manual.

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ARTICLE 15 – EMPLOYMENT

Employment shall be conducted in accordance with the provisions of the Borough of Saddle River Personnel Policy Manual – Chapter II.

RAH
[Signature]

ARTICLE 16 – BENEFITS OF TERMINATION

Any full time employee in good standing, eligible for retirement who intends to retire in a given fiscal year shall submit to the Borough Administrator on or before March 1st of the year prior to the proposed retirement, a letter to the Borough setting forth the employee’s intent to retire as of a given day in the next fiscal year.

The Borough agrees to pay to the retiring full time employee the following sums:

	<u>After Completion</u> <u>of</u> <u>20 Year’s Service</u>	<u>After Completion</u> <u>of</u> <u>25 Years of Service</u>	<u>After 30 Years</u> <u>of</u> <u>Service</u>
Service to Borough of Saddle River	Two (2) Week’s Pay	Three (3) Week’s Pay	Four (4) Week’s Pay

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ARTICLE 17 – WORK RELATED INJURIES OR SICKNESS

The employee shall be provided with Workers Compensation Insurance, as required by State Law procedures to be followed when filing and receiving this benefit, shall be in accordance with the Borough of Saddle River Personnel Policy Manual – Chapter IV.

[Handwritten signatures]

ARTICLE 18 – DISABILITY INSURANCE COVERAGE

When an insured employee becomes temporarily disabled, and is unable to work because of accident or sickness not caused by or related to employment, the Borough shall provide Temporary Disability Benefits to the employee. The employee shall participate in this program by contributing through payroll deduction, one-half the full rate toward the premium. The Borough will contribute the employer’s share, one-half the full rate towards the premium.

The procedure for processing this benefit shall be the same as the procedure for Workers Compensation as designated in the Borough of Saddle River Personnel Policy Manual.

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ARTICLE 19 – TESTS AND SPECIAL LICENSES

SPECIAL LICENSES

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

SUSPENSION OR REVOCATION OF LICENSE

In the event an employee shall suffer a suspension or revocation of his/her special license, the Borough shall have the right to terminate said employee.

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ARTICLE 20 – SAFETY AND USE OF PERSONAL VEHICLE

The Borough and the Union agree to comply with all safety regulations and standards adopted by the Bergen County Joint Insurance Fund and the New Jersey Municipal Excess Liability Fund.

Additionally, the Borough will expand its Safety Committee to include one (1) member from Local 108.

The Safety Committee shall operate as described in the Borough of Saddle River Personnel Policy Manual and the Bergen County Joint Insurance Fund Members Manual.

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ARTICLE 21 – PROMOTIONS, DEMOTIONS AND TRANSFERS

All promotions, demotions, transfers, suspensions and discharges will be in accordance with the Administrative Code of the Borough of Saddle River and with the Borough of Saddle River Personnel Policy Manual.

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ARTICLE 22 – SALARIES AND COMPENSATION

The employee will be paid all earnings by check or direct deposit bi-weekly and will be paid during working hours.

The Borough shall have the right to hire employees within each title at such salary as the Borough deems appropriate, in accordance with the title contained in the Salary Ordinance of the Borough of Saddle River.

The Borough shall provide for the following salary base increases in each of the years so designated to all listed employees represented by Local 108.

<u>2015</u>	<u>2016</u>	<u>2017</u>
2%	2%	2%

See Appendix A for details

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ARTICLE 23 – SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Sections should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

In the event that any Article of Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected hereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or employee for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

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ARTICLE 24 – ITEMS SPECIFIC TO CERTAIN POSITIONS

Communication Officers:

The borough shall provide uniforms and shoes, as needed, subject to the approval of the Chief of Police.

Step Guide for Communication Officers (CO):

CO Base Salary	\$20,500.00
Upon Completion of Probationary Period Per Borough Personnel Policy Manual (Contract percentage increase apply thereafter attaining this step)	\$27,000.00
Senior Communication Officer Base Salary (Contract percentage increase apply thereafter attaining this step)	\$31,500.00

Property Maintenance Workers:

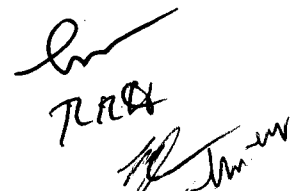
Property Maintenance Supervisor and property maintenance workers shall receive a minimum of four (4) hours of overtime when called back to work after completing their regularly scheduled shift.

Step guide for property maintenance workers:

Property Maintenance Worker Base Salary	\$34,000.00-\$37,000.00
Upon Completion of Probationary Period Per Borough Personnel Policy Manual (Contract percentage increase apply thereafter attaining this step)	\$35,000.00-\$38,000.00
Upon Completion of the second full year of employment (Contract percentage increase apply thereafter attaining this step)	\$40,000.00-\$43,000.00
Property Maintenance Worker/Lead Man (Contract percentage increase apply thereafter attaining this step)	\$44,000.00-\$50,000.00

Construction Code Office

Administrative Clerk	\$17.34/hr - \$18.04/hr
Upon completion of certification and approval of Construction Code Official	\$20.34/hr – \$21.16/hr



ARTICLE 24 – ITEMS SPECIFIC TO CERTAIN POSITIONS (continued)

CODE OFFICIALS:

**Electrical Sub-code
Plumbing Sub-code
Fire Sub-code
Fire Official
Health Inspector
Building Sub-Code Official**

Shall receive one thousand dollars (\$1,000.00) car allowance each year. Said payment of \$1,000.00 shall be paid by the Borough to the employee each February.

If terminated prior to December 31 of any year, monies paid to the employee will be prorated by month.

Communication Officers:

Shall receive \$200.00/ per year as a cell phone allowance. Each Communications Officer shall be required to have and maintain a personal cell phone. Personal cell phones shall be used to reach a Communications Officer in cases of emergency whenever the need arises.

It is the responsibility of the Communications officer to carry and maintain a viable working cell phone at all times. All Communication Officer Cell phone numbers shall be on file at the Police desk. The Police Department Lieutenant shall be notified of any changes or adjustments to said phone service immediately.

DPW Employees:

Shall receive 200.00/per year as a cell phone allowance. Each DPW employee shall be required to have and maintain a personal cell phone. Personal cell phones shall be used to reach a DPW employee in cases of emergency whenever the need arises.

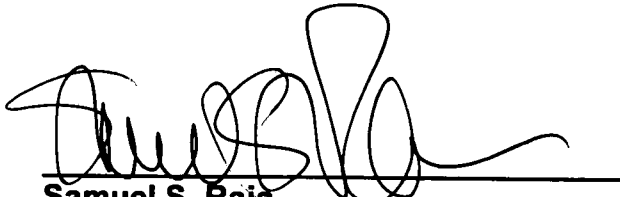
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TERMINATION CLAUSE


This Agreement shall be in full force and effect from January 1, 2015 to and including December 31, 2017 and shall continue from year-to-year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____, to be effective as of 1/1/2015.

FOR THE BOROUGH:



Samuel S. Raia
Mayor

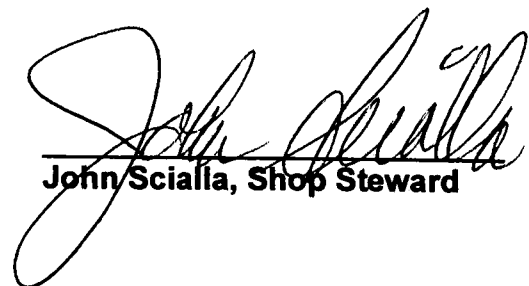


Maria Elena Macari
Borough Clerk

FOR THE EMPLOYEES:



Bruce Mautz, Shop Steward



John Scialla, Shop Steward



Jasper Patnell, Local 108



APPENDIX A

SALARY SCHEDULE

DEPT ASSIGNMENT NAME	TITLE	2015 SALARY	2016 SALARY	2017 SALARY
<u>Dept of Operations:</u>				
MAUTZ, BRUCE	Public Works Manager	\$ 96,144.18	\$98,067.06	\$100,028.40
	Property Maint. Worker-Lead			
Man		\$ 50,747.04	\$51,761.98	\$52,797.22
AVERNA, DONALD	Property Maintenance -Worker	\$37,740.00	\$38,494.80	\$39,264.70
KONIG, KENNETH	Bldg Maintenance Worker	\$18.36/hr	\$18.73	\$19.10
AVERNA, DONALD	(15 hrs/wk)			
<u>Police Department:</u>				
BORCHERT, FRED	Police Secretary	\$50,607.30	\$51,619.45	\$52,651.83
MULLER, RYAN	SR Communications Officer	\$46,561.98	\$47,493.22	\$48,443.08
BARATTA, DOMENIC	SR Communications Officer	\$27,540.00	\$28,090.80	\$28,652.62
RUPERT, CHRISTOPHER	SR Communications Officer	\$28,090.80	\$28,652.62	\$29,225.67
FRASCIELLO, CHRISTOPHER	SR Communications Officer	\$31,722.00	\$32,356.44	\$33,003.57
PART-TIME DISPATCHERS		\$17.09/hr	\$17.43	\$17.78
<u>Fire Department:</u>				
SILVIA, RICHARD	Fire Official/Fire Prevention Officer	\$35,543.94	\$36,254.82	\$36,979.92
<u>Construction Code Office:</u>				
SCIALLA, JOHN	Construction Code Official	\$71,379.60	\$72,807.19	\$74,263.34
SCIALLA, JOHN	Zoning Officer	\$38,802.84	\$39,578.90	\$40,370.47
SCIALLA, JOHN	Code Enforcement Officer	\$16,921.80	\$17,260.24	\$17,605.44
		\$127,104.24	\$129,646.32	\$132,239.25
LIPNICK, JULIE	Control Person	\$46,549.74	\$47,480.73	\$48,430.35
DEPERI, JILL	Administrative Clerk	\$17.34/hr	\$17.69	\$18.04
WOOD, MICHELLE	Building Sub-Code Official	\$43.20/hr	\$44.06	\$44.94
ZACCONE, THOMAS	Plumbing Sub-Code Official	\$15,997.68	\$16,317.63	\$16,643.99
WALTHOUR, CHRIS	Electrical Sub-Code Official	\$24,267.84	\$24,753.20	\$25,248.26
SILVIA, RICHARD	Fire Sub-Code Official	\$13,523.16	\$13,793.62	\$14,069.50
<u>Board of Health</u>				
MANDEVILLE, DARLENE	Health Inspector	\$9,657.36	\$9,850.51	\$10,047.52
SPENCE, MARTIN	Sanitarian	\$27,601.20	\$28,153.22	\$28,716.29
<u>Municipal Court</u>				
BENDIX, JANINE	Court Administrator	\$52,020.00	\$53,060.40	\$54,121.61

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