

**AGREEMENT**

**BOROUGH OF MAYWOOD**

**-AND-**

**TEAMSTERS LOCAL NO. 97 OF NEW JERSEY**

**Affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

**January 1, 2024, through December 31, 2027**

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**THIS AGREEMENT** made this 14<sup>th</sup> day of May, 2024,  
between the Borough of Maywood, a municipal corporation, in the County of Bergen and State  
of New Jersey, hereinafter referred to as the "Employer" or "Borough"; and the Teamsters Local  
No. 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America, hereinafter referred to as the "Union", with offices  
located at 485 Chestnut Street, Union, New Jersey 07083

**WHEREAS**, it is the intent and purpose of the parties hereto to promote the harmonious  
relations between the Borough and the employees of the Department of Public Works and to  
establish a basic understanding relative to rates of pay, hours of work, and other conditions of  
employment consistent with the law, and to promote and improve further employee efficiency  
and productivity;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

## **ARTICLE 1**

### **UNION RECOGNITION**

The Borough recognizes the Union as the exclusive representative, as certified on April 3, 1974  
by the New Jersey Public Employment Relations Commission, for the purpose of collective  
negotiations with respect to all negotiable items of employment of the employees employed by  
the Borough of Maywood D.P.W., but excluding those classes of employees as set forth in the  
Certification Notice, Superintendent, Supervisors and as otherwise excluded by law.

## **ARTICLE 2**

### **VISITATION AND BULLETIN BOARD**

- A. The Union representative will be permitted to visit Union stewards for the purpose of discussing Union business.
- B. The Borough shall supply one (1) bulletin board for the purpose of the Union to be placed in a conspicuous location in the Borough Garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Borough Administrator (hereinafter referred to as the "Administrator") or the Mayor and Council.

## **ARTICLE 3**

### **STEWARDS**

- A. The Borough recognizes the right of the Union to designate one (1) Steward and one (1) alternate for the enforcement of this Agreement. The Union shall within seven (7) days of any change furnish the Borough with a written list of the Steward and the alternate and notify the Borough of any changes.
- B. The authority of the Steward and the alternate so designated by the Union in the absence of the Steward shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
  2. The designated Steward or the alternate, in his absence, shall be granted a reasonable period of time with pay during work hours necessary to investigate and seek

to settle grievances.

C. Investigation, presentation and attendance at grievances with pay during work hours shall be limited to one (1) Steward or the alternate in the absence of a Steward.

D. The Steward and his alternate shall be released **WITH PAY** to attend one (1) union seminar and/or conference for a maximum of three (3) days per year.

#### ARTICLE 4

#### GRIEVANCES

A. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Borough and the Union, or between the Borough and any employee within the unit with respect to the interpretations, application or violation of any of the provisions of this Agreement, other than the provisions of Article 5.

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

Step 1. Within ten (10) days of the occurrence of the grievance, as said term is defined herein above, the aggrieved employee shall discuss his problem with his Union Steward and the Superintendent of Public Works (hereinafter referred to as Superintendent), who shall attempt to settle the problem within two (2) business days from the time it was first presented.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing by the aggrieved employee, in a form approved by both the Borough and Union. The aggrieved employee or the Union shall deliver a copy of the written grievance form to the Borough Administrator, within three (3) business days of the meeting and after presentation to said Administrator. The Administrator, may, but shall not be required to, meet with the

aggrieved employee and the Union to discuss the grievance and, unless extended by the mutual consent of both the Administrator and the Union, the Administrator shall advise the aggrieved employee or the Union of his/her decision on the grievance in writing within ten (10) business days following receipt of the written grievance. The failure to render a written decision within the aforesaid time period or mutually agreed upon extension shall be deemed to constitute a denial of said grievance.

Step 3. If the grievance is not resolved in Step 2, the aggrieved employee or the Union shall deliver a copy of the written grievance to the Borough Clerk, within ten (10) business days after either the receipt of the Administrator's decision or the expiration of the time period provided in Step 2 without the Administrator rendering a decision thereon. The Clerk shall immediately forward one (1) copy to the Mayor and Council. The Mayor and Council may, at its option, either meet with a Union Official or consider the grievance on the basis of the written submissions by the Union, in an attempt to resolve the problem within twenty-one (21) days from the date the written grievance was received by the Borough Clerk. The foregoing twenty-one (21) day period may be extended by mutual agreement between the Union Official and the Mayor and Council, or good cause shown by either of them. Resolution of grievances shall be reduced to writing as well as the failure of the parties to resolve such grievance.

Step 4. In the event a satisfactory solution is not arrived at in Step 3, either party shall have the right to submit the grievance to a final binding arbitration providing a notice in writing to that effect is served by either party on the other within seven (7) days from receipt of the Borough's written decision pursuant to Step 3. The cost of the Arbitrator shall be borne by the parties equally hereto.

C. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not in violation of this Agreement.

D. If the grievance is not appealed to the next step within the specified time limit or any agreed to extension thereof, it shall be considered settled on the basis of the Borough's last answer.

E. In the event that an employee shall process his own grievance as provided for in Article 4, Paragraph C, then and in that event, during the time in which the employee is processing his own grievance, he shall not be entitled to receive compensation.

F. In the interest of mutual benefit to the Union and the Borough, every effort shall be made to resolve any grievance during Step 1 of this procedure.

## **ARTICLE 5**

### **MANAGEMENT**

A. The Borough hereby retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to, the following rights:

1. To manage and administer the Borough's government and its properties, facilities, and the activities of its employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
3. To make 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 Borough after advance notice thereof to the employees to require compliance of the employees.
4. To hire, to promote, transfer, assign, and/or retain employees in positions within the Borough covered by this Agreement.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
6. To lay off or furlough employees covered by this Agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Borough reserves the right with regard to all the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

8. To determine the step at which a new employee is hired. Such determination shall reside exclusively with the Borough and shall be based on the individual's experience and/or skill level at the time of hire.

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

## **ARTICLE 6**

### **SENIORITY, PROBATION PERIOD, PROMOTIONS**

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, and assignment of schedules, vacation scheduling, furloughs, lay-offs and recalls. In all cases, however, ability to perform the specific work in a satisfactory manner will be a factor in designating the employee to be affected.

B. An employee shall be deemed probationary following his regular appointment to a permanent position during his trial period of six (6) months. The trial period may be extended an additional three (3) months at the option of the Borough, who shall give notice in writing to the Union of their intention to extend said trial period. Probationary employees are not eligible to rotate on the stand-by roster. While on probation, employees shall be subject to the same drug testing as permanent employees who are required to maintain a CDL and are thus subject to random drug testing as required by the federal government. Employees may be dismissed

without recourse during the probationary period for reasons relating to the employee qualifications and work period.

C. Seniority of any employee is defined as the length of service as a Borough employee dating back to his date of hire as a probationary full-time permanent employee within the unit provided, he has satisfactorily completed his probationary period of employment.

D. In the event of lay-offs and rehiring, the last person hired in the job classification affected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

E. When promotions to a higher labor grade or transfers to another grade or another newly created position within the unit are in order, the Borough shall make such promotions or transfers from among its full-time permanent employees within the unit; considerations for such promotions or transfers shall be based on seniority, history of work performance and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position. If a certification is required for the position, it must be obtained by the employee within twenty-four (24) months of the promotion. In the event the employee fails to obtain the required certification within that period, the Borough may fill the position from outside the bargaining unit.

F. The Borough shall prepare and forward to the Union a seniority list of employees. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employees' names, classifications and seniority dates.

G. Every employee of the Department of Public Works is required to possess a valid Class

“B” Commercial Driver’s License (“CDL”) with Air Brakes and Tanker Endorsements. If not already in possession of such CDL on the date of hire, it must be obtained within six (6) months from said date. An extension of three (3) months may be given at the discretion of the Administrator.

## **ARTICLE 7**

### **POSTING**

All new vacant positions shall be posted on the Union Bulletin Board for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Superintendent. Efforts will be made to fill vacancies from within the bargaining unit, with seniority employees given preference, providing such senior employees have the necessary qualifications for positions.

## **ARTICLE 8**

### **LOSS OF SENIORITY**

- A. Seniority shall be lost by an employee for the following reasons:
1. Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a sick leave, with or without pay, shall be deemed to constitute a voluntary quitting.
  2. Discharge for cause.
  3. Failure to report for work within twenty-four (24) hours when called back (after lay-off or furlough) after receipt of notice by certified mail or personal service unless such failure is mutually agreed between the Borough and the Union to be excusable. A

copy of the Notice of Failure to Report shall be sent to the Steward for his records.

4. Failure to be called back to work for a period of twelve (12) months after lay-off or furlough unless a greater period of time is established by agreement between the Borough and the Union.

5. In the event disciplinary action against an employee results in suspension for two (2) weeks or more in one month, the employee shall lose one (1) month of seniority.

## **ARTICLE 9**

### **DISCHARGE AND DISCIPLINE**

A. Except as otherwise provided in the Agreement, no permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Borough shall notify the Union at the time if disciplinary action is taken.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Borough Clerk in writing within five (5) business days of the disciplinary action. All proceedings thereafter shall be in accordance with Article 4.

C. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal, unless otherwise ordered by the arbitrator or the Mayor and Council, upon adjustment resulting from successful or partially successful grievance.

D. Disciplinary warnings will be issued in writing to the employee with a copy to the Union.

## ARTICLE 10

### DIVISION OF WORK

A. Employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement except as may be required:

1. To instruct employees;
2. In an emergency;
3. To assist employees;
4. In the case of temporary seasonal help; or
5. In such cases which the Borough deems necessary.

B. The job title of "mechanic" is established in the Borough. Those qualifying and classified as a mechanic will receive a tool allowance of \$1,000 per year.

## ARTICLE 11

### HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week and shall not apply to part-time work.

B. The basic work week shall consist of forty (40) hours per week from Monday through Friday, inclusive. The basic workday shall consist of eight (8) hours per day, a thirty (30) minute unpaid lunch period, and two (2) twenty (20) minute rest periods.

C. The normal starting time shall be 7:00 A.M. for road workers/field maintenance workers, who shall have a quitting time of 3:30 P.M. The Borough may at its option, adjust the normal work time to begin at 8:00 a.m. and end at 4:30 p.m. All other adjustments shall be by the

mutual consent of the Union and the Borough.

D. Sweeper-operators shall be subject to such hourly assignments as may be designated by the Superintendent.

E. TARDINESS. It is agreed that the Borough will permit a five (5) minute grace period for lateness to the employees. However, if an employee is more than five (5) minutes late, but less than fifteen (15) minutes late, the employee shall lose pay for one-quarter (1/4) hour. If the employee is late fifteen (15) minutes or more, the employee shall lose pay for one-half (1/2) hour or the actual time late, whichever is greater, and computed in quarter-hourly intervals, as is the present bookkeeping practice, e.g. an employee who is thirty-two (32) minutes late shall not receive pay for the first forty-five (45) minutes of the workday. In the event an employee fails to notify the Superintendent of his reason for being late, the Superintendent shall have the right to disallow an employee to work on such day. If an employee is absent on any given workday, he shall, no later than thirty (30) minutes after the start of the tour time for such day, notify either the Superintendent or the Administrator of the reason for his absence. Any employee failing to notify the Borough is subject to disciplinary action.

## ARTICLE 12

### REST PERIODS - WASH UP

A. All employees shall receive two (2) rest periods each day without deduction in pay; each being twenty (20) minutes, once in the morning before lunch, and once in the afternoon, after lunch as designated by the Superintendent or other designee of the Superintendent. Employees shall spend the rest periods at the work location when suitable. If the employees spend the rest period off site, travel time shall be included within the twenty (20) minutes.

B. All employees shall receive a thirty (30) minute unpaid lunch period as designated by the Superintendent or the designee of the Superintendent. Employees are not to use Borough vehicles to go to lunch or take their lunch breaks inside Borough vehicles with the engine running.

C. All employees shall receive two (2) wash-up periods each day without deduction in pay; one ten (10) minute period before lunch period, and one ten (10) minute period immediately before quitting time.

### **ARTICLE 13**

#### **SNOW REMOVAL**

A. When the storm is at such a magnitude and in their sole discretion, the Borough may choose to hire outside contractors and /or individuals to assist in snow removal when snowfall exceeds the capability of the Borough equipment and personnel.

B. Supervisory or management personnel shall not be precluded from operating trucks or other equipment in the event that their services are required.

C. Rest period will be given during snow removal when practical and dependent upon the magnitude of the storm.

D. If the Governing Body or the Administrator declares a localized state of emergency as it pertains to snow removal, Article 24 shall apply.

E. All snow removal work performed after the end of the employee's regular shift shall be paid as double time (2x the regular hourly rate) for as long as the employee is engaged in snow removal and including time which may overlap with the employee's next regularly scheduled shift. In such instance, the double time rate will be in lieu of, and not in addition to, the

employee's regular hourly rate of pay. Once the overlap of snow removal activities is deemed finished during the regular shift, the employee would revert back to his regular rate of pay.

F. Employees required to perform snow removal work on a holiday referenced in Article 19 shall receive double-time pay in addition to their contractual eight (8) hours of holiday pay.

G. Employees required to work overtime due to snow storm related activities shall be paid a meal allowance of \$9.00 for every four (4) hours worked.

## **ARTICLE 14**

### **OVERTIME**

A. The standard work week (with the exception of seasonal help) shall commence on Monday and end after working hours on Friday, and during that time an employee shall be required to work forty (40) hours, consisting of five (5) eight (8) hour days.

B. All work performed in excess of a workday or a work week, as defined in Paragraph "A" above, shall be considered overtime and shall be compensated at the rate of time and one-half unless employee elects to receive compensatory time in lieu of overtime as described in Article 14E.

C. All work performed on holidays listed in Article 19 is automatically time and one-half plus the contractual holiday of eight (8) hours at straight time except for Sundays, Thanksgiving and Christmas Day which are to be paid at double time plus the contractual holiday of eight (8) hours at straight time.

D. All overtime pay earned shall be paid within one (1) month of the time earned, unless employee elects to receive compensatory time in lieu of overtime as described in Article 14E.

E. The employees may elect to receive compensatory time in lieu of overtime, and shall be

calculated at the rate of 1.5 hours for every hour of overtime worked. Compensatory time must be utilized, subject to the approval of the Superintendent, by December 31<sup>st</sup> of each year and may not be carried over. Any compensatory time not utilized by December 31<sup>st</sup> of each year shall be paid to the employee.

F. The Superintendent, or the designee of the Superintendent, shall designate employees to be assigned to Emergency overtime, defined as the overtime which results from unforeseen circumstances or occurrences, requiring immediate or prompt response, or Specialized overtime, defined as overtime requiring experience or expertise in a particular field. Standard overtime, defined as overtime other than Emergency overtime or Specialized overtime, shall be assigned to Employees on the basis of the rotating roster for "Stand- By" pay. In the event that an employee is unable to report for work or should the Borough be unable to contact an employee upon the first attempt, such employee shall be placed at the bottom of the rotating roster. All permanent, full-time employees regardless of title, are included in the rotating roster.

G. In the event of a state of emergency the rules contained in Article 13 of this agreement entitled "Snow Removal" shall apply.

H. This Article establishes a maximum overtime rate of double time (2x the regular hourly rate) which shall be paid only in those circumstances set forth at Article 13E, Article 14C and Article 19A(1). No unit employee shall be eligible for or paid triple time for any reason except under circumstances provided for in Article 13F and Article 14C.

## **ARTICLE 15**

### **STAND-BY PAY**

A. During the term of this Contract, in the event an employee is required to stand-by for an

entire weekend, he shall be entitled to the following sums:

| <b>Friday &amp;<br/>Saturdays</b> | <b>Holidays</b>    | <b>Sunday</b> | <b>Monday 12 am until<br/>the workday commences</b> |
|-----------------------------------|--------------------|---------------|-----------------------------------------------------|
| \$105 (each)                      | \$100 (additional) | \$115         | \$75                                                |

B. Employees shall be placed on stand-by on the basis of a rotating roster of employees of the Department of Public Works. When an employee has been placed on "Stand-by," he will be provided a cellphone by the Borough which must be kept on his person throughout the duration of the stand-by, and he must make himself available for work; and if called by the Superintendent or his designee, he shall report for work immediately. In the event that such employee is not able to report for work, he shall obtain a replacement to work in his stead by calling the next employee on the rotating roster. In such case, the stand-by employee who is unable to report shall not receive stand-by pay for such day, but the daily stand-by pay shall be paid to the substitute employee who reports in his stead. Management agrees that proper procedure shall be followed.

## **ARTICLE 16**

### **CALL BACK TIME**

Overtime immediately following the end of an employee's regularly scheduled shift or immediately preceding the start of an employee's regularly scheduled shift shall be paid at the rate of one and one-half times of their straight time hourly rate of pay for only those hours or part thereof worked. Any employee who is called back into work after being released from work at the end of their regularly scheduled shift, or at the end of any overtime period immediately following the end of their regularly scheduled shift, shall be paid at the rate of one and one-half times their straight time hourly rate of pay with a minimum guarantee of four hours work or four

hours pay in lieu thereof, with the right of the Employer to assign any employee who is called back to perform work for the entire minimum call back period. Any additional call back within the same calendar day of the completion of the initial call back period shall be paid at the rate of one and one-half times their straight time hourly rate of pay for only those hours or parts thereof worked. A minimum of two (2) members of the bargaining unit shall be called back for work involving safety-sensitive assignments (tree removal and cleanup, sewer work, or road and walkway salting). Refer to Article 13 for snow related activity.

## **ARTICLE 17**

### **SICK LEAVE AND BEREAVEMENT**

A. Permanent employees who have completed at least three (3) months of service shall be entitled to sick leave with pay, in accordance with the following schedule of allowances, because of sickness or disability not incurred in the line of duty:

| <u>Period of Employment</u> | <u>Sick Leave with pay</u> |
|-----------------------------|----------------------------|
| Over 3 months to 1 year     | 5 days                     |
| Over 1 year to 5 years      | 10 days                    |
| Over 5 years                | 15 days                    |

B. (1) If an employee does not use all of his sick days as enumerated above, he shall be permitted to accumulate his unused sick days to a total of not more than one hundred and twenty (120) total accumulated sick days permitted herein. Sick days which an employee has accumulated under previous agreements shall be carried over provided same does not exceed the total accumulated sick days permitted herein.

(2) At the end of each year, employees may elect to be paid for fifty (50%) of their

unused sick time earned in the calendar year, subject to a maximum of ten (10) combined sick or vacation days per year. Payment is conditioned upon legal eligibility. Employees must make such election in writing addressed to the Administrator within fourteen (14) days of the close of the calendar year. In the absence of written election to accept pay for either fifty (50%) percent of their unused sick leave for the calendar year, the employee shall be deemed to have elected to accumulate his unused sick leave as set forth in Paragraph "B (1)" above.

C. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness or injury.

D. Members of the bargaining unit are allocated up to three (3) personal days per calendar year.

E. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness or injury after three (3) days, if requested by the Superintendent.

F. In case of serious illness or death of a member of the immediate family of an employee, emergency paid leave of a maximum period of four (4) days may be granted by the Administrator, in his discretion. Employees must provide acceptable proof of death of their family member as defined in this paragraph.

A "member" of the employee's immediate family shall be defined to include wife, husband, civil-union, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother, grandfather and domestic partner.

Any action of the Administrator granting or denying such leave shall be subject to review by the Mayor and Council. The aforesaid maximum period of four (4) days of emergency leave may be extended for good cause, but only by the Mayor and Council.

G. Sick leave may be taken in increments of one-half days. Employees who leave work

after less than one-half of a day's work due to illness shall be charged one (1) full sick day.

H. Workers Compensation shall be paid at 85% of the employees pay for a period of six months. At the option of the employee, accumulated sick time may be used to offset the 15% difference in full pay.

## ARTICLE 18

### VACATIONS

A. All permanent full-time employees covered by this Agreement shall be granted an annual leave for vacation as follows:

| <u>Length of Service as of Date<br/>of Request for Vacation</u> | <u>Work Weeks of Vacation<br/>(as accrued)</u> |
|-----------------------------------------------------------------|------------------------------------------------|
| Upon completion of 6 months but less than 1 year                | 1                                              |
| Upon completion of 1 year or over but less than 5 years         | 2                                              |
| Upon completion of 5 years or over but less than 10 years       | 3                                              |
| Upon completion of 10 years but less than 20 years              | 4                                              |
| Upon completion of 20 years and over                            | 5                                              |

Eligibility for vacations shall be computed as of the first day of the month in which the employee was hired, provided that the employee has worked more than half the working days that month; otherwise, eligibility for vacations shall be computed as of the first day of the month following the month in which the employee was hired. If an employee whose length of service shall be six (6) months, but less than one (1) year, chooses to take one (1) weeks' vacation as his entitlement in the schedule aforesaid, but then shall accrue during the remaining portion of the calendar year an additional one (1) week of vacation, he shall be entitled to only two (2) weeks of vacation during the entire calendar year. Such employee shall not be permitted to take additional weeks of accrued vacation until such time as he should become eligible hereunder and apply to all

employees who shall receive entitlement to an additional week of vacation by virtue of their entering the higher category of length of service during the calendar year, but subsequent to their initial vacation period.

B. Vacation time for which an employee is eligible in any calendar year may only be taken that calendar year and cannot be carried forward. An employee may request to receive pay in lieu of unused vacation which may be granted at the discretion of the Administrator, subject to a maximum of ten (10) combined sick or vacation days per year. Payment is contingent upon legal eligibility. Such request shall be submitted in writing on or before November 1 the calendar year in which the vacation days have accrued.

C. All applications for multiple-day vacations shall be made with no less than one-hundred-twenty (120) hour notice with the Superintendent. The Superintendent shall have the discretion to identify "prime time," during which vacations shall not be permitted except for pressing cause. Any employee who requests a vacation during such "prime time" shall confer with the Superintendent at the earliest possible time to determine whether or not vacation can be reasonably given during the requested vacation period. The Superintendent shall not withhold vacation unreasonably but shall exercise the best judgment possible considering the needs of the employee and the labor requirements of the Borough.

D. No employee shall take more than two (2) weeks of vacation as single days off. Requests for single-day vacation time shall be made with no less than seventy-two (72) hour notice to the Superintendent.

## ARTICLE 19

### HOLIDAYS

A. Each full-time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without work during the following days:

|                               |                                |
|-------------------------------|--------------------------------|
| New Year's Day                | Labor Day                      |
| Martin Luther King Day        | Columbus Day                   |
| Presidents' Day               | Veteran's Day                  |
| Good Friday                   | General Election Day           |
| Memorial Day                  | Thanksgiving Day and day after |
| 1/2 day before New Year's Day | 1/2 day before Christmas Day   |
| Christmas Day                 | Independence Day               |
| Juneteenth                    |                                |

1. If an employee must work on Christmas Day or Thanksgiving Day that employee shall receive double time plus eight (8) hours of straight time.
2. At the membership's discretion, the membership can choose to work Election Day and use that day to make Christmas Eve and New Year's Eve a full day off instead of a half day. In such instance, Election Day will be paid at straight time.

## ARTICLE 20

### WORK CLOTHES

A. The Borough will provide the following work clothes for each permanent employee:

1. Gloves
2. Rain gear
3. Boots
4. Winter jackets or, at the option of the Employer, winter coveralls
5. Uniforms
6. Safety glasses
7. Hard helmets
8. Lockers

9.<sup>1</sup> Two (2) pairs of Safety shoes per year at a cost of no more than \$225 for each pair. Employees shall obtain said shoes from designated vendor at the then current price for shoes of the same quality as currently used. If employee chooses to use another vendor and obtains shoes of higher quality or increased price, the employee shall be responsible for the difference in price. Safety shoe voucher will be available no sooner than the first week of February.

Road workers shall be authorized to obtain two (2) pairs of safety shoes per year, provided that the Borough shall not reimburse employees for the purchase of safety shoes for replacement until ninety (90) days after the purchase thereof, on condition that the employee is still employed by the Borough at the time the reimbursement is sought. Employees shall give proof to the Superintendent that the above articles issued to them have been destroyed or worn out, prior to replacement, by returning the same to him, if possible.

B. Upon the execution of this Agreement, a Safety Committee shall be appointed, consisting of one (1) member of the Union, appointed by the Union members, one (1) member of the Council, and one (1) member in a supervisory capacity, both appointed by the Governing Body. The Safety Committee shall investigate whether there are any conditions which constitute a present and/or potential hazard to the safety of the employees and make recommendations for correcting any such reasonable effort to affect a decrease in the insurance rates charged to the Borough.

## ARTICLE 21

### WELFARE

- A. Longevity has been removed by negotiation and agreement among the parties.
- B. During the term of this agreement, base salaries of employees hired prior to January 1, 2017 shall be increased as follows:

January 1, 2024 - 2.0%

January 1, 2025 - 2.5%

January 1, 2026 - 2.5%

January 1, 2027 - 2.75%

C. During the term of this agreement, base salaries for employees hired after January 1, 2023 shall be increased as follows:

January 1, 2024 - 2.0%

January 1, 2025 - 2.0%

January 1, 2026 - 2.0%

January 1, 2027 - 2.0%

Such wage increase shall be retroactive in accordance with Article 30 of this agreement.

In addition to the foregoing, with the exception of the current Mechanic, who already received a salary increase prior to the execution of this Agreement, the Borough shall give a one-time increase in salary to every other member of the bargaining unit hired prior to January 1, 2017 in the amount of \$5,500.

D. Workers assigned to sweeper duty shall receive a ten (10%) percent increase in hourly wage for the hours worked prior to the normal starting time.

E. Workers assigned to bucket duty as tree trimmers shall receive a ten (10%) percent increase in hourly wages for the time actually spent in the bucket.

F. Workers who join the Maywood Fire Department will receive a \$1,500 stipend annually. In order to qualify for the payment, the worker has to be considered in good standing with the Maywood Fire Department and needs to respond to a minimum of 25% of calls during the year. If the worker responds to calls after his regular working hours, those calls will count towards the 25% aggregate.

G. The Borough will pay/reimburse the cost for the worker to attend state mandated classes

to obtain a CDL. The worker must remain employed with the Borough for a minimum term of three (3) years from the date the Borough makes the payment. If the worker voluntarily leaves employment before the end of the third year, he/she will be required to reimburse the Borough for the full amount paid for the classes.

H. At the discretion of the Borough, an employee may voluntarily attend classes or seminars that the Superintendent determines to be beneficial to the department, and the Borough will pay/reimburse the cost of same. The worker must remain employed with the Borough for a minimum term of three (3) years from the date the Borough makes the payment. If the worker voluntarily leaves employment before the end of the third year, he/she will be required to reimburse the Borough for the full amount paid for the class. Nothing contained in this section shall be construed as a guarantee that the employee will be permitted to attend classes or seminars.

I. During the term of this Agreement, the Borough shall furnish medical coverage for the benefit of the employees and their covered dependents through the State Health Benefits Plan, or a comparable plan as may be designated by the Employer. In such event the medical coverage shall not be less than the coverage provided by the State Health Benefits Plan, Direct 10 Program, for the duration of this collective bargaining agreement. Unit members shall contribute for said benefits at the rates set forth in the Health Benefit Reform Law (Chapter 78, P/L/ 2011) and its progeny.

J. Vision, dental and prescription medication coverage shall be provided to the employees by the Borough under the Borough's most current insurance plan.

K. The Borough shall also provide Disability Insurance coverage for the benefit of the employees, the cost of which shall be paid 50% by the Borough and 50% by each employee.

Coverage for employees shall be for base salary only. Notwithstanding any further increases in premium, the cost shall be borne, as set forth above, 50% by the Borough and 50% by the employee. Employees are required to use ten (10) vacation and/or sick days prior to going on disability.

L. An employee may elect to "opt-out" of the municipal benefit plan and receive in return a payment amount to be determined by the Borough in Chapter 52-56(f) of the Borough Code.

## **ARTICLE 22**

### **STRIKES AND WORK STOPPAGE**

Recognizing that the Borough is a municipal corporation charged with the duty of protecting the health, safety and welfare of the people of the community and that the purpose of this Agreement is to provide for a mutually satisfactory understanding between the Borough, as employer, and the employees and to establish and maintain greater efficiency and productivity on the part of the employees at a fair rate of compensation as well as satisfactory working conditions of the employees, it is hereby understood and agreed that the employees are not entitled to strike, slow down or to take any other collective action in the nature of the strike, work stoppage, job action or slow down to disable or hinder the Borough, as employer, in the discharge of its statutory and governmental duties. The Union and the employees represented hereby agree that such action or actions would constitute a material breach of this Agreement. 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 injunctive relief or for damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any employee represented by the Union shall constitute sufficient grounds for

termination of the employment of such employee or employees. The Borough agrees that it will not, during the term of this Agreement, engage in any unlawful lockout or shutdown.

## **ARTICLE 23**

### **DEDUCTION OF UNION DUES**

The rights of the Union with respect to employees who declined to join the union, as well as the rights of said employees, shall be as established by State and federal law, including but not limited to the Public Employer-Employee Relations Act, the Workplace Democracy Enhancement Act, and the Responsible Collective Negotiations Act.

## **ARTICLE 24**

### **EMERGENCY WORKING CONDITIONS**

It is understood and agreed that when the Mayor, Acting Mayor, Governing body or the Administrator declares an emergency, all of the employees of the Department of Public Works, when notified by phone, text, email or in person shall respond for emergency work as may be required for emergency conditions or circumstances.

## **ARTICLE 25**

### **AGREEMENT TERMINATION**

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until the 31st day of December 2027. The Union shall notify the Borough in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations between the parties shall begin no later than sixty (60) days prior to

the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until the termination date hereof.

## **ARTICLE 26**

### **COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and includes 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. After this Agreement has been duly distributed to each employee of the Department of Public Works.

## **ARTICLE 27**

### **PROBATION PERIOD-REFERENCE TO OTHER DOCUMENTS**

A. Wages to be received by each employee of the Department of Public Works shall be as set forth on the Schedules attached hereto. The employees, through their Union representatives and the Borough, acknowledge that each employee's rate of pay was bargained for, both individually and collectively, and shall be binding conclusively upon all employees and all parties for the period of this Agreement.

B. All other rights and obligations set forth in the Administrative Manual shall be and are hereby made part of this agreement and shall accrue to the benefit of and be binding upon the employees, except where inconsistent with this Agreement, in which case, this Agreement shall supersede said Manual.

## **ARTICLE 28**

### **RETIREMENT**

A. It is agreed that the retirement age for employees covered by this Agreement shall be the retirement age permitted under the New Jersey P.E.R.S. system after 25 years of service.

It is further agreed that for employees hired before January 1, 2017, upon an employee's retirement after 25 years of service with the Borough, the Borough will provide said retiree and his spouse with such medical insurance currently held by active employees under current agreements until the death of the retiree. Employees hired before January 1, 2017 will continue to contribute for said benefits, in retirement, at the rates set forth in the Health Benefit Reform Law (Chapter 78, P/L/ 2011) and its progeny.

B. Upon either the retiree or his spouse becoming eligible for Medicare coverage, the insurance coverage provided hereunder shall become secondary to Medicare coverage. The retiree and the retiree's spouse shall be responsible for the payment of the contribution required for Medicare coverage established by law.

C. Employees hired after January 1, 2017, their spouses and/or dependents shall not enjoy lifetime health benefits contained in section B above. It shall be the responsibility of employees hired after January 1, 2017, their spouses and/or dependents to obtain health benefits after retiring from or otherwise ending active employment with the Borough.

## **ARTICLE 29**

### **MUNICIPAL SANITATION CONTINGENCY**

In the event the Borough determines that it shall return to municipal sanitation collection, it is agreed that employees of the sanitation branch shall fall under the jurisdiction of the Department

of Public Works and, therefore, shall become a part of the bargaining unit covered under this Agreement. In such event, except for starting salaries and benefits shall become a part and parcel of the contract with the bargaining unit and shall be negotiated with representatives of said unit.

### **ARTICLE 30**

#### **SALARIES RETROACTIVE**

A. Salaries, during the terms of this contract, are set forth in the Schedules attached hereto and made a part hereof, and shall be paid retroactive to January 1, 2024, as to all employees remaining in the employ of the Borough upon the signing of this Agreement. Such retroactive pay shall be paid within forty-five (45) days following the signing hereof, and adoption of a salary ordinance authorizing salaries.

### **ARTICLE 31**

#### **MISCELLANEOUS**

A. If any provisions of this Agreement shall be declared invalid by any Court of competent jurisdiction, such judgment shall not affect any other provisions of this Agreement. The provisions of this Agreement shall be severable for such purpose.

B. In all references herein to any persons, the use of the male gender is intended to and shall include the female gender.

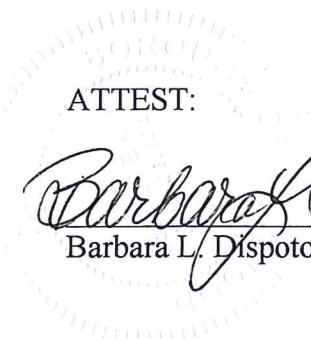
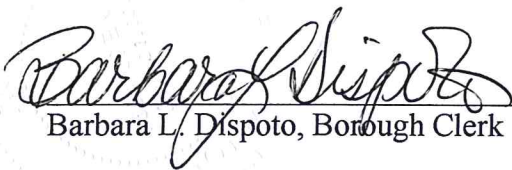
C. Employees are required to install the Borough's payroll software application on their cellphone, and once trained on the use of the application, they will be required to utilize it to log in and out, as well as submit time-off requests such as vacation, personal, sick, etc. Other than

when being used for logging in and logging out of work, the software application is NOT to be used for tracking the employee's movements or location.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and/or corporate officers, seals affixed hereto, the month and year first above written.

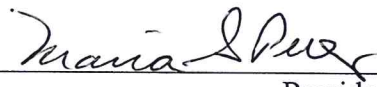
ATTEST:

  
  
Barbara L. Dispoto, Borough Clerk

By:   
Richard Bolan, Mayor  
BOROUGH OF MAYWOOD

ATTEST:



By:   
President  
TEAMSTERS LOCAL NO. 97  
OF NEW JERSEY

ATTEST:



By:   
Patrick Guaschino, Vice President  
TEAMSTERS LOCAL NO. 97  
OF NEW JERSEY

ATTEST:



By:   
Janil De Los Santos  
Shop Steward

| <b>Employee</b>      | <b>January 1,<br/>2024<br/>2%</b> | <b>January 1,<br/>2024<br/>+\$5,500</b> | <b>January 1,<br/>2025<br/>2.5%</b> | <b>January 1,<br/>2026<br/>2.5%</b> | <b>January 1,<br/>2027<br/>2.75%</b> |
|----------------------|-----------------------------------|-----------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| Jammil De Los Santos | \$79,514.07                       | \$85,014.07                             | \$87,139.42                         | \$89,317.90                         | \$91,774.14                          |
| Engin Fejzula        | \$78,553.34                       | \$84,053.34                             | \$86,154.67                         | \$88,308.54                         | \$90,737.02                          |
| Charles Weite        | \$78,532.94                       | \$84,032.94                             | \$86,133.76                         | \$88,287.10                         | \$90,715.00                          |

| <b>Employee</b>  | <b>January 1,<br/>2024<br/>2%</b> | <b>January 1,<br/>2024<br/>+\$9,500</b> | <b>January 1,<br/>2025<br/>2.5%</b> | <b>January 1,<br/>2026<br/>2.5%</b> | <b>January 1,<br/>2027<br/>2.75%</b> |
|------------------|-----------------------------------|-----------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| Nicholas Ranieri | \$74,029.71                       | \$83,529.71                             | \$85,617.95                         | \$87,758.40                         | \$89,952.36                          |

| <b>Step</b> | <b>Position</b> | <b>January 1,<br/>2024<br/>2%</b> | <b>January 1,<br/>2025<br/>2%</b> | <b>January 1,<br/>2026<br/>2%</b> | <b>January 1,<br/>2027<br/>2%</b> |
|-------------|-----------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 6           | Laborer         | \$74,824.76                       | \$76,321.25                       | \$77,847.67                       | \$79,404.62                       |
| 5           | Laborer         | \$71,154.12                       | \$72,577.20                       | \$74,028.74                       | \$75,509.31                       |
| 4           | Laborer         | \$67,483.47                       | \$68,833.13                       | \$70,209.79                       | \$71,613.98                       |
| 3           | Laborer         | \$63,812.82                       | \$65,089.07                       | \$66,390.85                       | \$67,718.66                       |
| 2           | Laborer         | \$52,800.87                       | \$53,856.88                       | \$54,934.01                       | \$56,032.69                       |
| 1 With CDL  | Laborer         | \$45,500                          | \$46,410                          | \$47,338.20                       | \$48,284.96                       |
| 1 No CDL    | Laborer         | \$40,500                          | \$41,310                          | \$42,136.20                       | \$42,978.92                       |

| <b>Step</b> | <b>Position</b> | <b>January 1,<br/>2024<br/>2%</b> | <b>January 1,<br/>2025<br/>2%</b> | <b>January 1,<br/>2026<br/>2%</b> | <b>January 1,<br/>2027<br/>2%</b> |
|-------------|-----------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 6           | Mechanic        | \$109,000                         | \$111,180                         | \$113,403.60                      | \$115,671.67                      |
| 5           | Mechanic        | \$102,000                         | \$104,040                         | \$106,120.80                      | \$108,243.21                      |
| 4           | Mechanic        | \$97,000                          | \$98,940                          | \$100,918.80                      | \$102,937.17                      |
| 3           | Mechanic        | \$93,000                          | \$94,860                          | \$96,757.20                       | \$98,692.34                       |
| 2           | Mechanic        | \$87,000                          | \$88,740                          | \$90,514.80                       | \$92,325.10                       |
| 1           | Mechanic        | \$78,000                          | \$79,560                          | \$81,151.20                       | \$82,774.22                       |

**BOROUGH CLERK**  
Barbara L. Dispoto, RMC/CMC

**ADMINISTRATOR**  
Adrian Febre, CPM



**MAYOR**  
Richard Bolan

**COUNCIL  
PRESIDENT**  
Jacqueline DeMuro

**COUNCIL  
MEMBERS**  
Danyl Cicarelli  
Samuel Conoscenti  
Jacqueline Flynn  
Claire A. Padovano  
Ryan P. Ullman

**BOROUGH OF MAYWOOD**  
**15 Park Avenue, Maywood, NJ 07607**

**RESOLUTION #110-24**

**A RESOLUTION APPROVING AGREEMENT WITH TEAMSTERS LOCAL 97**

**WHEREAS**, the Borough of Maywood and Teamsters Local No. 97 desire to enter in an Agreement in order to promote a harmonious relationship between the Borough and the employees of the Department of Public Works; and

**WHEREAS**, the Agreement, a copy of which is attached hereto and incorporated herein by reference sets forth all terms and conditions for the term January 1, 2024 through December 31, 2027; and

**WHEREAS**, the Borough Administrator and Borough Attorney have reviewed the attached Agreement between the Borough and Teamster Local No. 97 and recommend the approval of same.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Maywood, County of Bergen and State of New Jersey, that the Agreement between the Borough of Maywood and Teamsters Local No. 97, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Mayor be and is hereby authorized and directed to execute the attached Agreement on behalf of the Borough; and

**BE IT FURTHER RESOLVED**, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution together with the signed Agreement to Teamsters Local No. 97 upon its passage.

Date: May 8, 2024

APPROVED: Richard Bolan  
Richard Bolan  
Mayor

ATTEST: Barbara Dispoto  
Barbara L. Dispoto, RMC/CMC  
Borough Clerk

|                          | Moved | Seconded | Ayes | Nays | Abstain | Absent | Recuse |
|--------------------------|-------|----------|------|------|---------|--------|--------|
| Mayor Bolan              |       |          |      |      |         |        |        |
| Councilmember Cicarelli  |       |          | X    |      |         |        |        |
| Councilmember Conoscenti |       |          | X    |      |         |        |        |
| Councilmember Flynn      | X     |          | X    |      |         |        |        |
| Councilmember Padovano   |       | X        | X    |      |         |        |        |
| Councilmember Ullman     |       |          |      |      |         | X      |        |
| Council President DeMuro |       |          | X    |      |         |        |        |

**CERTIFICATION**

I, Barbara L. Dispoto, Municipal Clerk of the Borough of Maywood in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of May 8, 2024.

Date: May 9, 2024

  
 Barbara L. Dispoto, RMC/CMC  
 Borough Clerk