

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF MOUNTAIN LAKES**

**AND**

**TEAMSTERS LOCAL 125**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2024**

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**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of November 2022 by and between the Borough of Mountain Lakes, in the County of Morris, New Jersey, hereinafter called the "Borough" or "Mountain Lakes" and the International Brotherhood of Teamsters Local 125, a representative of certain employees of the Borough, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Borough and the Union.

**ARTICLE I**  
**RECOGNITION AND CHECK OFF**

Section A.

The Borough hereby recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of collective negotiations for all regularly employed full-time blue-collar public works employees employed by the Borough of Mountain Lakes. Excluded from representation by the Union and excluded from the bargaining unit are Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police, causal employees; white collar employees, non-public works blue-collar employees, seasonal employees, part-time employees; and all other employees of the Borough of Mountain Lakes.

Section B.

Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Borough agrees to deduct membership dues in such amounts as shall be fixed pursuant to the by-laws and Constitution of the union during the full term of this Agreement and any extension or renewal thereof. The Borough shall promptly remit monthly all amounts so deducted with a list of such deductions to the Secretary Treasurer of the Union.

Section C.

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

Section D.

The Union will provide the necessary check off authorization form and deliver the signed forms to the Borough Manager, or his designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

Section E.

The Borough will notify the Secretary-Treasurer of the Union within fifteen (15) days of hire all employees, their address, birth date, classification, rate of pay and social security number; of all removals of employees from the Borough's payroll.

**ARTICLE II**

**TERM**

The term of this Agreement shall be for the period of January 1, 2021 to December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

**ARTICLE III**

**MANAGEMENT RIGHTS**

Section A.

The Borough 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. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and

- to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for good cause;
  4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to determine and/or assign 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;
  5. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.

Section B.

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

Section C.

Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, Title 11 and revised Statutes Title 40 and 40A or any other national, state, county or local laws or ordinances.

Section D.

The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

**ARTICLE IV**  
**UNION RIGHTS**

Section A.

Accredited representatives of the Union will be permitted to enter Borough facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjudication of grievances. When the Union decides to have its representative enter the Borough facilities or premises, visits will only be made provided there shall be no interference with normal operations of the Borough government or normal duties of employees and the Union shall provide advance notice, when possible, to the Borough Manager and/or designee.

Section B.

The Borough shall supply a bulletin board for the use of the Union, which will be placed in a conspicuous location in the Borough garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives.

Section C.

**Stewards:** The Borough recognizes the right of the Union to designate Stewards and their Alternates for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of Stewards and Alternates and notify the Borough of any changes.

Section D.

The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Unit.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its office.

Section E.

Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the Borough and the Union are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of the Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.

Section F.

Whenever the Borough hires a new employee covered by this agreement, the Union and the Shop Steward will be notified in writing as soon as practical, not later than ten (10) calendar days after the new employee is hired.

**ARTICLE V**  
**SALARY**

Each employee of Teamsters Local 125 shall have their annual salary increased each year by the following percentages and on the following dates:

January 1, 2021 = 2%  
January 1, 2022 = 2%  
January 1, 2023 = 2.5%  
January 1, 2024 = 2%

**ARTICLE VI**  
**WORK PERIOD AND SCHEDULE**

Section A.

The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week excluding a half (1/2) hour lunch period. Lunch period shall be determined by the Department Head. The work day shall be 7:00 a.m. to 3:30 p.m. The scheduled hours of work are at the discretion of the Borough Manager. One (1) fifteen (15) minute break may be allowed only when the employee has completed their job and they are not engaged in a project or assignment.

**ARTICLE VII**  
**HOLIDAYS**

Section A.

Each employee shall be entitled to thirteen (13) holidays.

The Borough of Mountain Lakes agrees to give the employees the following Holidays:

New Year's Day.  
Presidents' Day.  
Memorial Day.  
July 4th.  
Labor Day.  
Veteran's Day.  
Thanksgiving Day.  
Day after Thanksgiving.  
Christmas Eve.  
Christmas.  
Three (3) floater days.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Any employee called into work on a scheduled holiday will receive compensation at time and a half rate of pay.

**ARTICLE VIII**

**SICK LEAVE**

Section A.

Sick leave is accumulated for all permanent employees on the following schedule:

- First sixty (60) calendar days of employment - No leave.
- Sixty (60) calendar days to one (1) year of service retroactive to date of employment - One (1) day per month, max of (10) days.
- After one (1) year of service - ten (10) days per year.

\*Sick leave shall not accumulate.

\*\* Sick leave shall be prorated during the last year of employment.

Section B. Use of Sick Time.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, personal injury, or exposure to contagious disease.

- Sick leave may be used in cases of the serious illness of an immediate family member living with the employee. If an employee is attending to an immediate family member, a doctor's verification of that individual is required.
- The term "immediate family" as referred to herein shall mean those members in the same household, that is under the same roof. If it shall be demonstrated to the satisfaction of the Department Head and approved by the Borough Manager that an ill member of the immediate family not residing in the same household requires the employee's presence for the care of such person, then the employee may be excused on sick leave for that purpose.

#### Section C. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitles him/her to sick leave, his/her Department Head shall be notified within fifteen (15) minutes after the employee's start time. Failure to so notify his Department Head may be cause of denial for the use of sick leave for that absence and may constitute cause for disciplinary action. Sick time shall not be used to extend time off in conjunction with a vacation day, personal day or holiday.

#### Section D. Verification of Sick Leave.

- An employee who is absent on sick leave for two (2) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. After the tenth (10<sup>th</sup>) day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences, regardless of duration.
- Where the Department Head and/or his/her designee suspects a pattern of abuse, the Borough may require proof of illness of an employee for any sick leave. Abuse of sick leave may be cause for disciplinary actions.
- In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required before the employee can return to work.

- The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall be required by the Borough with sufficient advance notice and that examination shall establish whether the employee is capable of performing his/her normal duties and must certify that his/her return will not jeopardize the health of other employees.

Section E. Patterns of Sick Time Abuse.

A pattern of sick time abuse is grounds for disciplinary action. Pattern abuse: Consistent periods of sick leave usage, for example:

- Before and/or after holidays.
- Before and/or after weekends or regular days off.
- After pay days.
- Absence following overtime worked.
- Half days.
- Continued pattern of maintaining zero or near zero leave balances.
- Excessive absenteeism - use of more sick leave than granted.

**ARTICLE IX**  
**VACATION AND ELIGIBILITY SCHEDULE**

Section A. Vacation Schedule

All permanent employees shall be granted vacation days according to the following schedule:

- Less than five (5) years of service - Ten (10) days per year, provided no vacation can be taken until completion of the employee's first ninety (90) days of service. In the first year of employment, vacation days shall be pro-rated from the date of employment until the end of the calendar year.
- Over five (5) years of service but less than ten (10) years of service - Fifteen (15) days per year. The employee shall receive the additional days in January of the anniversary year.
- Over ten (10) years of service - Fifteen (15) days per year plus one (1) additional vacation day per year (over the first

ten years) until a maximum of twenty-five (25) days. The employee shall receive the additional days in January of the anniversary year.

\* Vacation leave shall be prorated during the last year of employment (If an employee ceases to be employed by the Borough during the calendar year, the amount of vacation leave due shall be calculated pro-rata from the first of the year until the date employment ends.).

\*\*Only two (2) employees may utilize vacation leave at the same time. Vacation leave is subject to denial if the Borough of Mountain Lakes is prevented from fulfilling its staffing requirements.

\*\*\* Vacation leave may be used in half day increments.

In the event the employee has taken vacation time more than his or her allowed accrual at the time of termination, the cost of the excess vacation days taken will be deducted from the employee's final paycheck.

The amount of vacation taken in any one year may not exceed the amount earned over a year period except with the approval of the Department Head and the Borough Manager.

For purpose of computing vacation, length of service shall begin on the date of original employment with the Borough. If an employee shall voluntarily terminate employment for any reason and then be re-employed, his/her length of service shall begin on the date of re-employment.

\*Vacation must be taken in the year it is accrued. If the requirements of the Borough preclude accrued vacation leave from being taken in the year earned, an employee may request to carry over the unused portion to the following year, at a maximum of five (5) days provided that this carried over leave must be approved by the Department Head and Borough Manager and must be used within the first six (6) months of the following year. All requests must be made by December 31<sup>st</sup> of the year that the time was earned. Vacation not used in accordance with these requirements shall be forfeited.

Preference in the selection and assignments of vacation periods will be given to those employees of the same title longest in service of the Borough in order of their lengths of service.

Section B. Holidays Occurring During Authorized Vacation.

If a holiday occurs when an employee is on vacation or sick leave, a charge (for the day) against the vacation or sick leave is not made.

Section C. Scheduling.

Department Heads shall schedule vacation usage in a manner that will not prevent the proper discharge of the Borough's responsibilities. In doing so, the Department Head may require employees to provide vacation schedules in a timely manner so as to ensure that the available vacation time is scheduled in an equitable manner throughout the Department.

**ARTICLE X**  
**BEREAVEMENT LEAVE**

In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of the funeral, but in no event more than four (4) days. Additional bereavement leave up to a total of five (5) days may be taken, but the additional leave over four (4) days shall be charged to sick or vacation leave.

Immediate family shall be defined as the employee's husband, wife, child, step-child, mother, father, brother, sister, grandfather and grandmother or spouse's mother, father, brother, or sister, grandmother or grandfather.

Employees shall be allowed one (1) day leave for uncle, aunt, niece, nephew or cousin.

Bereavement leave may be taken for other relatives not listed above and all such bereavement leave shall be charged against the employee's sick or vacation leave.

Reasonable verification of the death may be required by the Department Head.

**ARTICLE XI**  
**OVERTIME**

Section A. Prior authorization required.

Overtime work shall be kept to a minimum and must be authorized by the department head.

Section B. Overtime compensation.

1. Overtime, when duly authorized, shall be paid at the rate of 1 ½ times the employee's hourly rate of pay for work in excess of forty (40) hours in a workweek. When the rate of pay is expressed as a yearly amount, overtime shall be computed by dividing the base salary by 2,080 to establish the hourly rate. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, however, sick time and personal time are not.

- a. Employees required to work beyond their normal work hours shall be compensated for their overtime according to the following schedule:

- 0 - 15 minutes            15 minutes compensation

- Over 15 and up to 30 minutes - One Half Hour Compensation

- Beyond 30 minutes - One Hour Compensation

- Beyond 60 minutes - 15 minutes for every 15 minutes or part there worked over the first 60 minutes.

2. A seniority rotation list will be used for assigning overtime opportunities with an exception that the Borough has the right to assign an individual to an overtime opportunity requiring special skills or in emergency situations.

Section C. Compensatory time in lieu of overtime compensation.

Employees may accumulate a maximum of seventy-five (75) hours of compensatory time, but may not carry more than ten (10) days accumulated compensatory time from one calendar year to the next. If however, due to working conditions, the employee is unable to use his/her compensatory time, the Borough Manager may waive this limitation.

1. The employee must request the excess carry over in writing to his/her Department Head prior to November 30<sup>th</sup> of the calendar year. The decision as to whether to carry the excess time over will be made by the employee's Department Head prior to December 31.

2. If the Department Head decides that said carry over is warranted then the Borough in its discretion must either pay the employee for the excess time on a straight time basis or carry over the excess time.

#### Section D. Emergency Snow Removal.

1. Employees performing emergency snow removal for more than four (4) consecutive hours immediately following or previous to their normal work schedule may take a rest period of one (1) hour with pay after the fourth consecutive hour of snow removal. In all other circumstances, after each four (4) hour period of emergency snow removal work, a fifteen (15) minute break may be taken. Snow removal is defined as plowing, sanding, shoveling and related activities. The Borough shall provide each employee performing snow removal with a meal at the end of the four (4) hour break immediately following their normal work schedule. Employees of the Department of Public Works will receive first preference for needed overtime relating to snow plowing. However, this shall not prevent the borough from contracting out snow plowing routes by public advertisement.
2. Employees will be paid half-time in compensatory time when their shift starts for the regular day but they have already been performing emergency snow removal from overnight. Compensatory time shall end when the snow removal duties end as determined by the Department Head.

### **ARTICLE XII** **GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by any employee or group of employees covered by the Agreement.

A "grievance" is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

The procedures for grievances shall be as follows:

1. Step One: In the event an employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the employee shall discuss it informally with their Department Head. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. The Department Head shall decide the grievance within five (5) working days after the grievance is first presented to him. In the event that the grievance is against the Department Head, this step may be skipped and the employee may proceed directly to Step Two.

2. Step Two: If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days, the grievance shall be presented in writing to the Borough Manager. The Borough Manager shall render a decision within five (5) working days after the grievance was first presented to him/her and the decision shall be final.

3. Step Three: If the grievant wishes to appeal the decision of the Borough Manager, the grievant may submit the grievance to arbitration by filing with the Public Employment Relations Commission within five (5) working days from the decision of the Borough Manager and the rules of such agency shall apply. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to or subtract from anything from the Agreement between the parties. The arbitrator's decision shall be final and binding.

#### **ARTICLE XIII** **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent

jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Nothing contained in this Agreement shall preclude either of the parties from pursuing any legal remedies which they may have not otherwise provided for herein.

**ARTICLE XIV**  
**HEALTH BENEFITS**

Employees and their immediate family members are provided health insurance coverage, dental insurance coverage, prescription drug coverage. The Borough of Mountain Lakes reserves the right to change provider networks. The complete benefit plan is on file with the Benefits Coordinator and a Summary Plan Description will be provided to all employees. Employees are currently afforded health benefits through the New Jersey State Health Benefits Program and the Borough provides Direct 15 medical insurance. Any employee who selects a health insurance plan with a greater premium cost than Direct 15, will be responsible to pay the additional cost of the selected plan. All employees shall contribute towards their health benefits at the Year 4 rates set forth in Chapter 78, P.L. 2011.

Must use the active members rate charts to first determine the full cost premium for the plan and coverage selected. Then, use the chart below to determine the percentage of the full cost for which employee/retiree is responsible for.

Annual Salary Range	Single	Member/Spouse/Partner or Parent/Child	Family
Less than \$20,000	4.5%	----- -----	----- -----
Less than \$25,000	----- -----	3.5%	3%
\$20,000-\$24,999.99	5.5%	----- -----	----- -----
\$25,000-\$29,999.99	7.5%	4.5%	4%
\$30,000 - \$34,999.99	10%	6%	5%
\$35,000-	11%	7%	6%

\$39,999.99			
\$40,000- \$44,999.99	12%	8%	7%
\$45,000- \$49,999.99	14%	10%	9%
\$50,000- \$54,999.99	20%	15%	12%
\$55,000- \$59,999.99	23%	17%	14%
\$60,000- \$64,999.99	27%	21%	17%
\$65,000- \$69,999.99	29%	23%	19%
\$70,000- \$74,999.99	32%	26%	22%
\$75,000- \$79,999.99	33%	27%	23%
\$80,000- \$84,999.99	-----	28%	24%
\$80,000- \$94,999.99	34%	-----	-----
\$85,000- \$89,999.99	-----	-----	26%
\$85,000- \$99,999.99	-----	30%	-----
\$90,000- \$94,999.99	-----	-----	28%
\$95,000 and over	35%	-----	-----
\$95,000- \$99,999.99	-----	-----	29%
\$100,000 and over	-----	35%	-----
\$100,000- \$109,999.99	-----	-----	32%

\$110,000 and over			35%
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\*Member contribution is a minimum of 1.5% of base salary towards health benefits.

Employees who retire with twenty-five (25) years of service to the Borough of Mountain Lakes and twenty-five (25) years of pension service, retired on a disability pension, or retired at age 62 or older with fifteen (15) years or more service with the Borough of Mountain Lakes may continue to receive paid health insurance coverage at a rate of fifty (50%) percent of the Borough's designated health care plan premium. There is no Medicare reimbursement nor premium payment for surviving spouses. Employees receiving retiree health benefits must notify the Benefits Coordinator in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. Once retirees are eligible for such coverage, they will no longer receive this benefit from the Borough of Mountain Lakes.

**Dental Coverage:**

1. The Borough of Mountain Lakes provides dental insurance coverage for all full-time employees.
2. Employees will be eligible for participation in the dental program following the completion of (3) months continuous service with the Borough of Mountain Lakes.

**ARTICLE XV**  
**PROBATIONARY PERIOD**

All employees hired shall serve a probationary period of six (6) months from the time that such employment commences. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Any employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement. Under appropriate circumstances, the probationary period may be extended. Upon completion of the probationary period, the employee's original date of hire shall be used for determining their length of service with the Borough.

**ARTICLE XVI**  
**MISCELLANEOUS**

Sick and vacation leave shall be required to be used concurrently

with FMLA.

In the event there is any matter or subject which is not specifically covered in this Agreement, then the Borough's Employee Handbook shall govern these issues.

**ARTICLE XVII**  
**SENIORITY/LAYOFFS**

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

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

C. Seniority shall prevail in all instances.

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

E. Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employee's latest address in the Borough's files, a copy of which shall be mailed to the Union. The employee must be qualified for the position in order to be subject to a recall.

F. For call in, seniority shall be used but it shall be based on a rotating list.

**ARTICLE XVIII**  
**RETENTION OF BENEFITS**

A. Except as otherwise provided herein, all mandatory negotiable working conditions under which the Employees are presently operating shall be maintained and continued by the Borough during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has

expired until a new agreement is in effect. The Borough may only change these working conditions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.

B. The provisions of all municipal ordinances and resolutions pertaining to the Employees, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length. Should a Borough ordinance or resolution contain a richer benefit than provided for in this agreement the Employees covered by this agreement shall enjoy the richer benefit.

#### **ARTICLE XIX** **JOB POSTING/BIDDING**

A. When in the sole judgment of the Borough, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of fourteen (14) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.

B. Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Borough. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis. This is not an automatic opportunity for the position. Employee must have all qualifications and certifications/licenses/training in order to be eligible for the position.

C. If he/she qualifies in the opinion of the Borough for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period. If he/she is unable to perform and/or unable to satisfactorily do the job during the trial period, they are subject to removal not demotion.

#### **ARTICLE XX** **MAINTENANCE OF WORK OPERATIONS**

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, sit-

down, stay-in, boycott, picketing, or any other type of organized interference, coercive or otherwise with the Borough's business. Further the Union will take every reasonable step to prevent its members from participating in any such activity and to cease and desist from same immediately and return to work. If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

B. No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

**ARTICLE XXI**  
**WORK RESPONSIBILITIES**

A. The Borough recognizes that certain kinds of work are performed by members of the bargaining unit. Department foreman/carpenter is not excluded from performing the kinds of work performed by the members of the bargaining unit.

B. Non-bargaining unit employees shall not ordinarily perform bargaining unit work except for purposes of training, supervising, emergency which shall not deprive bargaining unit members of overtime opportunities. This provision shall be intended to prevent the Borough from utilizing non-bargaining unit employees as a direct means of eliminating a job.

**ARTICLE XXII**  
**SUBCONTRACTING**

A. The Borough, in non-emergent situations, prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work which does or may result in layoff of members of the unit, agrees to notify the Union ninety (90) calendar days in advance of the advertising for such contract for purposes of full and complete discussion of the Borough's proposal so that the Union may present suggestions for discussions to try to avoid layoff.

**ARTICLE XXIII**  
**HEALTH AND SAFETY**

A. The Borough shall provide safe and healthy working conditions and will provide employees with the safety equipment and devices it determines are required to ensure the safety and health of the employees. Employees will abide by all applicable safety

rules and will wear protective apparel that is provided by the Borough.

B. A safety committee will be established consisting of one representative from the bargaining unit and one representative from the Borough to meet as needed for the sole purpose of discussing health and safety issues in the workplace.

**ARTICLE XXIV**  
**EMERGENCY RESPONSE**

A. No employee will be prevented, precluded, discouraged, or in any other way interfered with by the Borough from responding, upon the request of a formal assistance request for mutual aid, to any emergency service, fire or emergency medical, of the Borough of Mountain Lakes, or any Mountain Lakes Mutual Aid community, of which the employee is a duly enrolled member, appearing on the roster of members filed with the clerk of the municipality served by the employee.

B. Training or certification classes shall be performed outside of the members usual work hours except by advanced written approval of the Superintendent of Public Works. Time spent in such training or certification classes shall both be compensated as regular or overtime by the Borough, unless attended during regular work hours on advance approval of the Superintendent of Public Works. No employee will be caused to suffer any adverse employment action, including, but not limited to withholding of pay forfeiture of sick or personal days or other action, as the result of such emergency response. All employees responding to emergency services call as set forth hereunder shall leave the job site then in progress in a safe and secured manner, including securing of all vehicles and/or equipment in use at the time of the emergency call.

**ARTICLE XXV**  
**PERSONNEL FILES**

The Borough Manager will ensure that adequate personnel records are maintained for each employee in accordance with applicable federal and state requirements. These records shall include: dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance

records.

A new employee's employment application, letters of reference verification and other supporting documents will be included in the personnel file. Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee (with the employee's written consent), and the human resources official. Personnel records may also be available to the Borough Manager, other members of management, the Borough of Mountain Lakes' legal counsel. Additionally, the Borough of Mountain Lakes will make records available as required by law.

Employees are entitled to review the contents of their personnel folder, except for reference checks and other information provided to the Borough of Mountain Lakes in the hiring process, but may not review the contents of other employees' personnel file. Employees who want to review their own personnel folder should request an appointment with the human resources official. Employees should provide the Borough of Mountain Lakes with at least twenty-four (24) hours advance notice of his or her need for an appointment to review his or her personnel file. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the human resources official or his/her designee. Employees will not be permitted to photocopy the contents of their folder, take personnel folders outside of the human resources office or remove any documents from the folder.

**ARTICLE XXVI**  
**RULES AND REGULATIONS**

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. Any new policies or changes to existing policies shall be posted on the bulletin board in addition to being provided to the Union in writing.

C. All policies and directives determined by the Borough's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

D. All written rules and regulations shall be provided to the Union immediately upon promulgation.

**ARTICLE XXVII**  
**NON-DISCRIMINATION**

A. Under no circumstances will the Borough of Mountain Lakes discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee.

B. There shall not be discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

**ARTICLE XXVIII**  
**DISCIPLINE**

A. In the Administration of this Article, the parties agree that the principle of progressive discipline shall be followed and it shall be understood by the parties that discipline is meant to be corrective rather than punitive. When a supervisor believes that an Employee is not conforming to the Borough policies and rules, following instructions or acting improperly, the Supervisor shall first have a conversation with the Employee and take no disciplinary action. If disciplinary charges are to be served in person, the Shop Steward shall be present.

B. The Borough has the right to discipline Employees by advising, counseling, verbal or written warnings, suspension or termination for just cause.

C. The Borough shall issue any written notice to the employee of disciplinary action within six (6) weeks of when the offense was committed or when the Township became aware of the

offense. The Borough shall also furnish a copy of the written notice to the Shop Steward and Union Representative.

D. The written notice of discipline shall have a place for the employee to sign that he/she received a copy thereof and is aware that such notice is being placed in his/her file.

E. The employee must have Union representation for all disciplinary actions.

**ARTICLE XXIX**  
**VETERANS RIGHTS AND BENEFITS**

It is the policy of the borough to grant employees military leaves of absence in accordance with all applicable federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994, ("USERRA"), 38 U.S.C. §4301 et seq. and N.J.S.A. Titles 38:23-4 and 38A:4-4.

**ARTICLE XXX**  
**UNPAID LEAVE OF ABSENCE**

A. A permanent full-time employee may request a personal leave of absence without pay not to exceed six (6) months. Leave is subject to the approval of the Borough Manager.

B. All decisions of the Borough Manager regarding leaves of absence shall be final.

C. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence. Upon return to work, the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

D. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this agreement.

**ARTICLE XXXI**  
**DISABILITY**

The Borough shall provide a Short-Term Disability Benefit, through a private insurer. The cost of this insurance policy shall be paid by the Borough in its entirety.

**ARTICLE XXXII**  
**ON THE JOB INJURY/WORKERS COMPENSATION**

A. In the event an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his duties, he/she shall be entitled to Workmen's Compensation benefits.

B. During the period of time in which the employee has been certified to be unable to work due to work related injuries, the Borough shall pay the employee the difference between his/her regular pay and the worker's compensation payments for a period of up to one year. At the Borough's option, the Borough may pay the employee his/her regular salary and require the employee to surrender the worker's compensation payment to the Borough or the Borough may pay the difference between the workmen's compensation payment and the employee's regular salary. After one year on workers' compensation, the compensation shall be reduced to the statutory rate.

C. The Borough shall follow the transitional duty policy set forth in the Borough Personnel Policies and Procedures Manual.

D. Any willful misrepresentation by the employee as to the nature and/or origin of the injury sustained shall result in disciplinary measures by the Borough up to and including termination.

**ARTICLE XXXIII**  
**PENSION**

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

**ARTICLE XXIV**  
**PERSONAL LEAVE**

Each regular full-time employee shall be entitled to two (2) personal days per year. Unused personal days are not cumulative from one year to the next nor are they eligible for any payout. Personal days may be used in 4-hour increments. For use of personal leave, all personal leave days require forty-eight (48)

hour notice to the DPW Supervisor. Only one employee may use personal leave at a time. New hires, hired prior to June 30 will be afforded two (2) personal days during the first year. New hires, hired on or after July 1 shall be afforded one (1) personal day during the first year. New hires shall not be afforded the ability to use personal leave during the first ninety (90) days of employment.

One (1) of the personal days may be used for an emergency and will not require the forty-eight (48) hour notice. However, the employee shall provide notice to their supervisor of their absence within fifteen (15) minutes of the start of the work day and that they are using a personal day for an emergency.

**ARTICLE XXXV**  
**UNIFORMS**

Effective January 1, 2023, the Borough shall afford employees a \$500 non-pensionable stipend uniform allowance at the beginning of the calendar year.

**ARTICLE XXXVI**  
**TUITION REIMBURSEMENT**

A. Employees who are required by the Township to attend training classes or courses related to their position at the Township shall be compensated for travel at the current IRS rate per mile if the employee uses his own vehicle. All requests for training must be in writing to the Borough Manager and the decision of the Borough Manager shall be final and binding and not subject to the grievance procedure. Training must be related to the job and the class and/or course must be passed.

B. The Borough may pay all costs associated with such training courses, including tuition and required textbooks and/or lab fees.

**ARTICLE XXXVII**  
**JURY DUTY**

A. Any full-time employee shall be excused from employment

at all times they are required to be present for jury service in any court of the state of New Jersey, any court of another state, or any federal district court or in the United States District Court for New Jersey, and shall be entitled to receive from the employer the person's usual compensation for each day the person is present for jury service in lieu of any payment for juror services in accordance with N.J.S.A. 2B:20-16.

The notice of jury selection must be given to the Borough Manager as soon as it is received by the Employee. When employees have completed their jury duty, they are expected to return to work. When an Employee fails to return to work after completion of jury duty, that time only shall be unpaid.

B. Employees who are subpoenaed for Township matters will be granted leave with pay.

#### **ARTICLE XXXVIII** **CALL-IN PAY**

A. Employees called back to work after the conclusion of the normal shift (not contingent with workday) or on a weekend, shall be entitled to a minimum of three (3) hours call in pay at the overtime rate of one and one-half (1 ½) times the regular hourly rate. Employees called into work prior to the start of the shift shall be entitled to a minimum of three (3) hours call in pay at the overtime rate of one and one-half (1 ½) times the regular hourly rate. Employees shall be paid from the time they are called for the call-in.

B. The parties agree that when an employee is injured while traveling in response to, or as a result of recall, and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement. However, any injury sustained while returning to their home shall not be considered an injury on duty.

#### **ARTICLE XXXIX** **TEMPORARY WORK ASSIGNMENTS**

An employee temporarily assigned to a higher hourly paid

position rate for a period of three (3) full shifts or more in a workweek, shall receive the higher rate of pay for the work days that he/she performs the higher-rate job.

**ARTICLE XXXX**  
**EMERGENCY DISMISSAL**

Essential personnel who are required to report for or remain on duty, during a period of time when non-essential personnel have been dismissed with pay and not charged paid time off, shall receive hour for hour compensatory time for all such hours worked.

The compensatory time earned must be used prior to the end of the calendar year unless provided permission to extend by the Borough Manager. Any time not used will be forfeited.

Any time that is afforded in November or December, the employee will get hour for hour in payment in lieu of compensatory time.

**ARTICLE XXXXI**  
**FULLY BARGAINED CLAUSE**

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

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

**BOROUGH OF MOUNTAIN LAKES**

Cara Fox  
Name: Cara Fox

By: [Signature]  
Name: Mitchell Stern  
Title: Borough manager

**TEAMSTERS LOCAL 125**

\_\_\_\_\_  
Name:

By: [Signature]  
Name: David Ruman  
Title: Secretary

\_\_\_\_\_  
Name:

By: [Signature]  
Name: Corey Mazzucco  
Title: Shop Steward