

**AGREEMENT
BETWEEN**

**BOROUGH OF ELMWOOD PARK
Bergen County, New Jersey**

And

**DEPARTMENT OF PUBLIC WORKS
TEAMSTERS LOCAL UNION NO. 560**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2029

PREAMBLE

THIS AGREEMENT, commencing on the 1st day of January 2025 and terminating on the 31st day of December 2029, is entered into by and between the **Borough of Elmwood Park** in the County of Bergen, a Municipal Corporation of the State of New Jersey (hereinafter called the "Borough" or "Employer") and the Elmwood Park DPW employees represented by **Teamsters Local Union No. 560** (hereinafter called the "Employees" or the "Union").

WITNESSETH

Whereas, the parties have mutually agreed upon the following terms and conditions governing rates of pay and the terms and conditions of employment as follows:

ARTICLE 1

RECOGNITION

The Borough hereby recognizes Teamsters Local Union No. 560 affiliated with the International Brotherhood of Teamsters 707 Summit Avenue, Union City, New Jersey as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all the Public Works Laborers, Repairers, Mechanics, and Senior Repairers employed by the Department of Public Works of the Borough (hereinafter referred to as "Employees"), excluding the Superintendent of Public Works and the Supervisor.

ARTICLE 2

WORK WEEK AND HOURS OF EMPLOYMENT

SECTION I WORK WEEK

The work week shall consist of five (5) days, forty (40) hours, Monday to Friday.

SECTION II HOURS OF EMPLOYMENT

The hours of work shall be from 7:00 am to 3:30 pm, with one half hour (30) minute lunch from 12:00 pm to 12:30 pm.

Each Employee shall be entitled to two (2) rest periods of fifteen (15) minutes each per workday, with the first rest period to be taken between 7:00 a.m. and 9:00 a.m. and the second rest period to be taken at anytime after 1:00 p.m.

SECTION III PAY DAYS

Employees shall be compensated on a biweekly basis at the end of a normal two (2) week period or ten (10) workday periods. There shall be twenty-six (26) paydays per calendar year. Paydays shall fall on every other Thursday unless otherwise designated by the Certified Financial Officer.

SECTION IV SEASONAL REPLACEMENT WORKERS

During each year of this Agreement, the Borough shall be entitled, in its discretion, to hire a maximum of six (6) casual replacement workers, in accordance with past practice, to supplement the DPW workforce.

Seasonal replacement workers shall be employed on a temporary basis each year. The hours of employment for seasonal replacement workers shall be 7:00 a.m. to 3:30 p.m. or on an "as needed" basis, at the discretion of the Borough. Compensation to be provided to the seasonal replacement workers shall be at the discretion of the Borough. Seasonal replacement workers may also be utilized, at the discretion of the Borough, in the case of an emergency need.

Compensation paid to seasonal replacements shall not count towards pension credit. Employment as a seasonal replacement worker shall not be entitled to any of the benefits or compensation provided to the Employees under this Agreement or under Civil Service Laws. Similarly, work as a seasonal replacement worker shall not accrue as "service credit" towards ultimate employment by the DPW. Such casual workers shall not be utilized to offset overtime earning opportunities for "regular list" employees.

ARTICLE 3

OVERTIME AND REPORTING PAY

SECTION I OVERTIME

An Employee shall be compensated at the rate of one and one half (1 ½) times rate of said Employee's regular hourly rate for all hours worked in excess of eight (8) hours per workday during any five (5) day workweek and for work performed on other days not included in the Employee's regular workweek including holidays.

An Employee shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate, and shall also receive holiday pay for working on a holiday or holidays as set forth herein, which shall be included in the computation of the regular work week for overtime purposes, but sick days shall not be included.

Overtime shall be equitably assigned to Employees who are available and have the ability to perform work. Employees who have called out sick shall not be called out for overtime.

SECTION II MAN OF THE WEEK

In the event that an Employee is designated "Man of the Week", he shall receive in addition to his regular salary for that week the sum of \$350.00 together with the right to utilize, at his discretion a Borough truck for local use and a cellular telephone. The "Man of the Week" shall have the right to trade or forfeit his designated week(s) to another Employee within the Department.

The "Man of the Week" shall be contacted by the Supervisor in the event the Supervisor determines that work is required to be performed. Under circumstances calling for the work services of the "Man of the Week", the Supervisor shall not perform any work recognized as bargaining unit work.

The "Man of the Week" shall have the right to designate anyone within the Department, utilizing the seniority roster, to work if called out. Prior to any changes in this designation being made, both notice to the Supervisor and qualifications to perform the job are required. The "Man of the Week" on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall receive an additional eight (8) hours of pay in addition to his/her normal rate of pay for that day.

In order to be eligible to be designated "Man of the Week", an employee shall be required to possess a Commercial Driver's License.

The "Man of the Week" pay shall increase in accordance with the following schedule:

- | | |
|------|---|
| 2026 | \$50.00 increase of "Man of the Week" pay to \$400.00 |
| 2027 | \$50.00 increase of "Man of the Week" pay to \$450.00 |
| 2028 | \$50.00 increase of "Man of the Week" pay to \$500.00 |
| 2029 | \$50.00 increase of "Man of the Week" pay to \$550.00 |

SECTION III REPORTING PAY

Employees called out in an emergency situation shall be credited with a minimum of four (4) hours compensation at the rate set forth in Article 3, Section 1 herein, but in no event shall an Employee receive compensation at said rate for less than the actual hours worked. This section shall apply to any Employee in agency situations including the "Man of the Week".

In the event that a second emergency occurs within the first four (4) hours of any emergency for which an Employee is called to respond, the Employee shall not be entitled to receive an additional four (4) hours overtime compensation for the second emergency. If the subsequent emergency causes Employee to work in excess of four (4) hours from the beginning of the initial emergency, the Employee shall be paid for the actual hours worked over the initial four (4) hours at the standard overtime rate. The parties agree that there is to be no "double counting" of overtime.

ARTICLE 4

SALARIES

SECTION I RATES OF PAY

Effective January 1, 2025, the starting salary shall be \$42,000.00 per year. Effective January 1, 2025, current employees earning less than \$42,000.00 per year shall have their salary increased to \$42,000.00 per year.

Effective January 1, 2025, employees shall be placed on the following salary guide closest to their current salary, but with such salary being not less than the employee's 2024 salary.

Step	Salary Guide
1	\$42,000
2	\$46,000
3	\$50,000
4	\$54,000
5	\$58,000
6	\$62,000
7	\$66,000
8	\$70,000
9	\$74,000
10	\$78,000

Salaries for employees off-guide (i.e. those above \$78,000), and those who move off-guide during the term of this Agreement shall have their base salary increased as follows:

January 1, 2025	\$3,100
January 1, 2026	\$3,100
January 1, 2027	\$3,100

January 1, 2028 \$3,100

January 1, 2029 \$3,100

Upon promotion from the position of Laborer to the position of Public Works Repairer, the Employee shall be granted a salary increase of \$2,200.00 which shall be added to the promoted Employee's base salary.

Upon promotion from the position of Public Works Repairer to the position of Senior Public Works Repairer, the Employee shall be granted a salary increase of \$2,500.00 which shall be added to the promoted Employee's base salary.

Upon a promotion from the position of Senior Public Works Repairer to the position of Assistant Supervisor of Public Works, the Employee shall be granted a salary increase of \$5,200.00 which shall be added to the promoted Employee's base salary.

An Employee who is assigned as a Mechanics helper shall receive a stipend of \$6,500.00 annually.

STIPEND AND EDUCATIONAL INCENTIVE

1. Upon an Employee's three (3) year anniversary, said Employee shall receive Five Hundred Dollars (\$500.00).
2. Upon an Employee's four (4) year anniversary, said Employee shall receive Five Hundred Dollars (\$500.00).
3. Upon an Employee's five (5) year anniversary, said Employee shall receive Five Hundred Dollars (\$500.00).
4. Upon an Employee's six (6) year anniversary, said Employee shall receive Five Hundred Dollars (\$500.00).
5. Upon an Employee's ten (10) year anniversary, said Employee shall receive Five Hundred Dollars (\$500.00).
6. Upon an Employee's fifteen (15) year anniversary, said Employee shall receive Seven Hundred Fifty Dollars (\$750.00).
7. Upon an Employee's twenty (20) year anniversary, said Employee shall receive One Thousand Dollars (\$1,000.00).
8. Upon an Employee's twenty-five (25) year anniversary, said Employee shall receive Twelve Hundred Dollars (\$1,200.00).
9. Upon an Employee's thirty-five (35) year anniversary, said Employee shall receive Twenty-Five Hundred Dollars (\$2,500.00).
10. Upon an Employee's forty (40) year anniversary, said Employee shall receive Twenty-Five Hundred Dollars (\$2,500.00).

SECTION II LONGEVITY

In addition to an Employee's annual salary, an Employee hired prior to January 1, 2014 shall be entitled to a longevity pay in accordance with the following table:

Upon completion of 3 rd year to completion of the 5 th year	1%
Beginning of the 6 th year to the completion of the 8 th year	2%
Beginning of the 9 th year to the completion of the 11 th year	3%
Beginning of the 12 th year to the completion of the 14 th year	4%
Beginning of the 15 th year to the completion of the 20 th year	5%
Beginning of the 21 st year to the completion of the 23 rd year	6%
Beginning of the 24 th year and over	8%

Any Employee hired after January 1, 2014 is not eligible for longevity pay.

SECTION III RESERVED

SECTION IV PERSONAL DAYS

An Employee shall be entitled to designate one (1) day per year as a personal day for which he/she shall not be required to work and shall be compensated at a regular rate of pay; said days shall be the equivalent of a holiday. An Employee shall give Forty-Eight (48) hours notice to the Borough of his/her designation of a day as a personal day. Provided an Employee gives such requisite notice to the Borough, he/she shall be permitted to use that day as such.

SECTION V CLOTHING ALLOWANCE

An Employee shall receive a clothing allowance of \$1,000.00 for 2025. Said clothing allowance shall increase by \$50.00 in each subsequent year of this Agreement, which shall be paid on or before May 1st of each calendar year. Each Employee shall be required to wear the official DPW uniform during all work hours, including during overtime and holiday work hours.

SECTION VI TEMPORARY TRANSFER

The Borough shall have the right to assign an Employee to work at another classification on a temporary basis without changing the Employee's permanent classification. Any Employee who is transferred temporarily under this section to a higher classification for ten (10) consecutive workdays shall be compensated at the rate of pay for said higher classification while working under the higher classification. An Employee who is transferred temporarily to a lower classification continues to be compensated at the rate of pay for his permanent higher classification.

ARTICLE 5

HOLIDAYS

SECTION I DAYS OBSERVED AS HOLIDAYS

DPW Employees shall receive as "Holiday Pay" eight (8) hours pay at their regular rate of pay for all holidays listed below. The following days shall be the official observed holidays:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day – FLOATER
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

(Eliminated as duplicative of Article 4, Section IV)

SECTION II SUBSTITUTION HOLIDAY OBSERVANCE

In the event that any of the above holidays fall on a Sunday, it shall be observed the following Monday. In the event that any of the above holidays fall on a Saturday, it shall be observed on the preceding Friday. Holidays observed on a Friday or Monday shall be compensated as set forth herein.

ARTICLE 6

VACATION

SECTION I QUALIFICATIONS FOR VACATION

Employees hired prior to December 31, 2011:

Years of Service	Vacation Days Due
1 to 5	12
6	13
7	14
8	15
9	16
Upon completion of 10 th year	21
Upon completion of 11 th year	21
Upon completion of 12 th year	22
Upon completion of 13 th year	22
Upon completion of 14 th year	23
Upon completion of 15 th year	23
Upon completion of 16 th year	24
Upon completion of 17 th year	24
Upon completion of 18 th year	25
Upon completion of 19 th year	25
Upon completion of 20 th year and thereafter	30

The following vacation schedule shall apply to all Employees hired after January 1, 2012:

Years of Service	Vacation Days
1	1 day worked per month
2	12 working days
3	12 working days
4	12 working days
5	12 working days
6	13 working days

7	14 working days
8	15 working days
9	16 working days
10	17 working days
11 or more	20 working days

SECTION II VACATION SCHEDULES

The present practice of qualifying for vacation shall continue. A vacation "bid list" shall be posted by January 2nd of each year. The bid shall be taken down at 3:30 p.m. on March 31st of that year. From January 2nd through March 31st, all Employees may bid for vacation time in order of seniority. If any Employee fails to do so, or fails to specify desired vacation time prior to the removal of the list, seniority shall no longer apply to Employee's selected vacation days of choice.

A maximum of three (3) Employees shall be permitted to take their respective vacation time during the same period of time, during the period from April 1st through October 31st. A maximum of two (2) Employees shall be permitted to take their respective vacation time during the same period of time during the period from November 1st through March 31st.

Prior approval for any deviation from the schedule herein shall be obtained from the Superintendent. Notice to the Superintendent of two (2) weeks shall also be required if the Employee requests more than five (5) consecutive days of vacation. An Employee shall be entitled to vacation schedules provided the same does not conflict with the work schedule and is approved by the Superintendent of Public Works. No more than ten percent (10%) of the DPW workforce may be permitted to be on vacation during the same time, except as may otherwise be set forth herein.

Vacation may be accumulated from one (1) year to the next, but no Employee shall be permitted to carry over more than one (1) year's allotment of vacation days.

Employees shall be given the right to buy back up to; but not to exceed ten (10) days of vacation time at regular salary for each year of the contract term, subject to the approval of the Borough Administrator.

ARTICLE 7

LEAVE OF ABSENCE AND SICK LEAVE

SECTION I DEATH IN IMMEDIATE FAMILY

The Borough shall grant straight time paid leave for the length of a funeral, up to a maximum of three (3) days, for the purpose of attending the funeral and burial of a member of an Employee's immediate family, unless the Employee is granted additional time by the Borough Administrator due to extenuating circumstances. An Employee's immediate family shall include his/her:

1. Only Spouse
2. Child
3. Parent
4. Brother
5. Sister
6. Mother-in-Law
7. Father-in-Law
8. Grandparent
9. Stepchild
10. Brother-in-Law
11. Sister-in-Law
12. Other such relative residing with the Employee at the time of their death.

SECTION II GENERAL LEAVE OF ABSENCE WITHOUT PAY

A DPW Employee may apply to the Mayor and Council in writing for a leave of absence period not to exceed six (6) months (which may be extended thereafter for an additional six (6) month period at the discretion of the Mayor and Council) for convalescent purposes resulting from illness where the Employee has exhausted his/her accumulated sick and vacation time, or for other good and sufficient personal reasons requiring such leave other than illness. The Mayor and Council shall act promptly upon the request and provide an explanation for any denial.

SECTION III TIME OF APPLICATION

All applications for leave shall be made whenever possible, well in advance of the time tended to commence so that the Borough may make arrangements with respect to the performance of the Employee's job operation during the leave. Except for sick leave or leave for a death in an Employee's immediate family, applications for leave of absence shall be made in the form prescribed by the Borough.

SECTION IV SICK LEAVE

An Employee shall be entitled to fifteen (15) days off with pay during each calendar year of his/her employment with the Borough for sick leave. The sick leave provided shall solely be utilized when the Employee becomes so incapacitated by sickness or injury or he/she is unable to perform the functions of his/her classification or is quarantined by a physician as the result of exposure to a contagious disease. Sick leave benefits that are not used during a calendar year may be accumulated for actual use of sick leave during employment without limitation. The Employee shall receive accumulated sick benefits up to a maximum of one hundred (100) days upon separation from employment for retirement by payment in one (1) lump sum immediately after the Employee's termination or retirement. Employees hired on or after May 21, 2010 shall be paid for their accumulated unused sick leave upon retirement only, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

Should an Employee call out sick on the day immediately prior or immediately following a holiday or scheduled vacation (including Fridays and Mondays), a Doctor's note must be provided excusing the Employee due to illness or injury.

ARTICLE 8

TERMINAL LEAVE

All Employees that desire to enter into retirement shall receive terminal leave immediately prior to said retirement, provided the Employee notifies the Borough prior to February 15th of the year the Employee intends to retire. P.E.R.S. shall then be notified and the application shall be processed. Such leave shall be compensated at the following rate:

The following shall apply to Employees hired before December 31, 2011:

Years	Terminal Time Due
1 to 7 years	1 month
8 to 14 years	2 months
15 to 21 years	3 months
22 years and over	4 months

The following shall apply to Employees hired after January 1, 2012

Years	Terminal Time Due
1	No Payment
2	No Payment
3	No Payment
4	No Payment
5	No Payment
6	No Payment
7	No Payment
8	No Payment
9	No Payment
10	1 month's pay
11	1 month's pay
12	1 month's pay
13	1 month's pay
14	1 month's pay
15	1 month's pay
16	1 month's pay
17	1 month's pay
18	1 month's pay
19	1 month's pay
20 or more	2 month's pay

In addition to the leave granted above, each Employee shall receive remuneration for all accumulated sick days immediately prior to the retirement, to a maximum of one hundred (100) working days, to be paid in one (1) lump sum payment. Employees hired on or after May 21, 2010 shall be paid for their accumulated unused sick leave following retirement only, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

ARTICLE 9

HEALTH AND SAFETY

SECTION I SAFETY AND HEALTH COMMITTEE

The parties hereto recognize the importance of safety provisions for the welfare of the Public Works Department Employee, as well as the protection of the Borough property and do hereby establish for the duration of this Agreement a "Safety and Health Committee" (the "Committee"). The Committee shall consist of one (1) Borough Employee, who is not a member of the Bargaining Unit, appointed by the Mayor and Council and approved by the Bargaining Unit, and one (1) DPW Employee. The Committee shall investigate, discuss and submit recommendations to management, calculate to relieve any unsafe or unhealthy conditions that may exist and to promote the effective maintenance and protection of the Borough property. Upon submission of the recommendations to the Mayor and Council, the Borough agrees to give fair and reasonable consideration to the same and to make a reasonable effort to improve any dangerous and unhealthy conditions

which it may find to exist. The Committee shall also make recommendations to management concerning the adoption of safety rules, which when adopted by the Borough, shall be observed by the Public Works Employees. The parties further agree to the following:

(A) No Employee shall be required or permitted to work in excess of sixteen (16) hours in any given twenty-four (24) hour period without taking a mandatory eight (8) hour rest period. The aforementioned eight (8) hour rest period shall be required to be taken off site and not on premises owned by the Borough. The parties hereto agree to cooperate in connection with the drafting and promulgation of a Policy relating to this provision.

(B) There shall be no less than two (2) Employees assigned to a large sander truck and to tandem and Roll off trucks at any given time.

(C) All newly hired Employees shall be required to possess a valid driver's license and shall be required to maintain the same in full force and effect and good standing throughout their employment. All current Employees possessing a Commercial Driver's License ("CDL") shall be required to maintain the same in full force and effect and good standing throughout their employment. New Employees will be reimbursed the cost of school to obtain a CDL. If an Employee terminates his/her employment within five (5) years of obtaining the CDL, the Employee shall reimburse the Employer for the full cost of the schooling to obtain the CDL.

(D) All Employees are to be trained in the operation of all equipment.

(E) All Employees are to be provided with proper personal protection/safety equipment. Any Employee not wearing or utilizing such safety equipment under circumstances calling for the use of the same equipment shall be subject to penalty.

SECTION II PHYSICAL EXAM

All new Employees hired by the Borough shall receive a complete examination at no cost to them.

SECTION III MEDICAL COVERAGE

The Borough shall contract with an insurance carrier to provide Medical Coverage under the State Health Benefits Plan. The Borough agrees that when an Employee retires, pursuant to the present retirement schedule as established by the Borough, the Borough shall continue to provide such coverage under the State Health Benefits Plan for said retiree and his/her spouse and dependents for life, providing he/she has twenty-five (25) years of service in the P.E.R.S. in accordance with Chapter 11 of the State of New Jersey. Employees who retire from P.E.R.S. as required in this Section, shall receive the dental and vision benefits set forth in Sections V and VII for themselves and eligible dependents.

All Employees shall contribute to their Borough-provided health and prescription benefits for themselves and eligible dependents in accordance with the percentage set forth in the Tier IV grid provided in P.L. 2011, Ch. 78.

Except for Employees who have twenty (20) years of service in the pension system as of June 28, 2011, all eligible retirees shall contribute to their Borough-provided health and prescription benefits for themselves and their eligible dependents in accordance with the percentage set forth in the Tier IV grid provided in P.L. 2011, Ch. 78.

Employees who retire from PERS as required in this Section will receive the dental and vision benefits set forth in Sections V and VIII for themselves and eligible dependents.

SECTION IV INSURANCE

All Insurance policies or their equivalent, which existed on December 31, 2002, shall be continued in full force and in effect during the full terms of this Agreement. If an Insurance policy equal or better is presented, Employees shall have an option to buy into said policy. Under this Agreement, the Borough shall provide a full paid Family Dental and Prescription Plan to cover Employees, their Spouse and their dependent children up to the age twenty-six (26). All parties agree to maintain enrollment in a Drug Prescription Insurance Program, the premiums for which shall be paid by the Borough.

SECTION V DENTAL PLAN

Dependents are the Employee's lawful spouse and any unmarried children from age two (2) until the end of the calendar year in which age nineteen (19) is attained or until the end of the calendar year in which age twenty-six (26) is attained if enrolled as a full time student in an accredited school, university, or college. Children include stepchildren, adopted children and foster children, provided such children are dependent upon the Employee for support and maintenance. Coverage under said Dental Plan shall provide a calendar year maximum benefit, per patient, of \$2,000.00 for preventive and Diagnostic, Basic Crowns, and Prosthodontic services, and a maximum lifetime benefit, per patient, of \$750.00 for Orthodontic services. The Borough shall have the right to change insurance carriers so long as equivalent benefits are provided to Employee and his/her family.

SECTION VII PRESCRIPTION DRUG PLAN

The Borough shall, at its sole cost and expense, provide each Employee with a full family Prescription Plan. The Borough may elect to participate in the Local Prescription Drug Program provided by the New Jersey State Health Benefits Act of the State of New Jersey.

The copayment for prescriptions shall coincide with the copayment schedule provided under the New Jersey State Health Benefits Plan Prescription Coverage Schedule.

SECTION VIII EYE CARE

Employees covered herein shall be entitled, upon presentation of a receipt, to be reimbursed for eyecare expenses on the following basis: \$150.00 (Employee and family) per year.

The parties understand and agree that in the event an eye care program is improved for other Borough Employees, this contract shall be reopened for the purpose of negotiations between the parties of this Agreement as to this particular benefit.

ARTICLE 10 GRIEVANCE PROCEDURE

SECTION I PURPOSE

The purpose of the grievance procedure shall be to settle all grievances between the Borough and its Employees as quickly as possible as to insure efficiency and promote Employee morale.

SECTION II DEFINITION OF GRIEVANCE

A grievance is defined as any disagreement between the Borough and its Employees, involving the interpretation, application or violation of this Agreement, or the policies and administrative decisions affecting an Employee.

SECTION III PROCESSING GRIEVANCE

All grievances shall be processed within a fourteen (14) calendar day period as follows:

Step One: An Employee with a grievance shall verbally communicate the grievance to the Borough Administrator who in turn shall discuss with a higher Authority. The Borough Administrator shall communicate the decision to the Employee within two (2) working days.

Step Two: If the Employee is not satisfied with the decision of the Borough Administrator, the Employee may appeal the decision and submit a written grievance to the Borough Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the Employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting with the Borough Attorney, as appropriate, the Borough Administrator will render a written decision to the Employee within five (5) working days after receipt of the written grievance.

Step Three: If the Employee is not satisfied with the decision of the Borough Administrator, the Employee may appeal the decision and submit a written grievance to the Mayor and Council, through the Borough Administrator, detailing the facts and the relief requested along with all the previous writing on the matter. The decision in Step Two will be deemed final if the Employee fails to submit a written grievance within five (5) working days of a Step Two decision. Within the next twenty (20) days, the Borough Council may conduct a hearing and thereafter render a written determination within ten (10) days and shall advise the Employee of such decision immediately thereafter and forward the Employee a copy of its determination.

Step Four: If the Employee is not satisfied with the decision of the Mayor and Council, the Employee may appeal the decision to an arbitrator appointed by the Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final, non-binding decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after the completion of the hearing but shall not be binding on either party. The cost of the arbitrator and the arbitrator's expenses shall be borne by both parties equally, unless otherwise provided by law.

These limitations do not apply to Employee complaints made under the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy or the Whistle Blower Policy.

ARTICLE 11 MISCELLANEOUS

SECTION I PERSONNEL POLICY

Upon the adoption by the Governing Body of the Personnel Policy, said policy shall be immediately forwarded to the Union.

SECTION II DEROGATORY INFORMATION

All Employees shall have the right to receive a copy of any derogatory report to be hereby placed in their personnel file, the right to review his/her personnel file, and the right to protest and/or contest its content through the grievance procedure.

ARTICLE 12
ENTIRE AGREEMENT

The parties execute this contract after full and complete collective bargaining in accordance with the laws of the State of New Jersey. This Agreement represents the complete Agreement between the parties and both parties agree that the terms and conditions of employment are governed exclusively by this contract superseding any past agreements except that said contract shall not serve to abridge or terminate any rights or privileges previously afforded to the Employees by any past practices. Any change, modification, or addition to the terms and conditions of employment set forth herein may only be accomplished in writing upon agreement between the Borough and the Union.

The parties further represent and agree that there are no causes of action or claims outstanding, one against the other, as of the date of signing of this Agreement, except as herein stated, and this Agreement shall be an estoppel with respect thereto. Any matters that may be pending in arbitration between the parties at the effective date of this Agreement shall remain unaffected.

There shall be no estoppels or waiver of any rights, which may exist with respect to, or arising from, compensable injuries or any lawsuits between the Bargaining Unit Employees and the Borough, which may be presently pending.

ARTICLE 13
PROVISIONS OF ORDINANCES

Any provisions of the Ordinance of the Borough, which are in conflict with the provisions of the Agreement, shall not be applicable to this Agreement.

It is the belief of the parties herewith that each and every provision of the Agreement is in conformance with applicable laws of the State of New Jersey and of the United States of America. Should it hereafter be determined that it would be violation of any legally effective Governmental or State Order, or Statue to comply with any provisions, a provision shall be made for the purpose of making them conform to the law. It is further agreed that all other provisions of the Agreement shall not be affected by a defective provision contained herein.

ARTICLE 14
UNION
SECTION I UNION DUES

The Borough shall deduct Union dues, in accordance with State Statues and the billing sheets provided by the Union and remit said sums so deducted to the Treasurer of the Union.

SECTION II MEMBERSHIP

Any new Employee shall join the Union within thirty (30) days of initial employment. The Union may revise its initiation and dues fees at any time to reflect changes in the regular Union membership dam, fees and assessments. The Union's entitlement to said fees shall continue beyond the termination date of this Agreement as long as the Union remains the majority representative of the Employees in the unit, and provided that no modifications are made in this provision by a successor agreement between the Union and the Employer.

SECTION III AGREEMENT BETWEEN THE BOROUGH AND THE UNION

The Union agrees that it will indemnify and hold harmless the Borough against any and all actions, claims, demands, losses or expenses (including attorney's fees) in any matter resulting by the Borough at the request of the Union under this Article.

IN WITNESS HEREOF, the parties make and enter into this Agreement and we duly authorize and empower representative have hereunto set our hands and seal this 12th day of February, 2026.

THE BOROUGH OF ELMWOOD PARK

By:


Robert Colletti, Mayor

Attest:


Shanee Morris, RMC, CMR
Borough Clerk

TEAMSTERS LOCAL 560

By:



By:

