CONTRACTUAL AGREEMENT

BETWEEN

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

FULL AND PART TIME EMPLOYEES

AND

THE BOROUGH OF SADDLE RIVER

FROM: JANUARY 1, 2025

TO: DECEMBER 31, 2028

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Labor Agreement

AGREEMENT is entered into this First Day of January 2025, between Local Union No. 108, hereinafter referred to as the "UNION" and The Borough of Saddle River, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is First Day of January 2025

The Employer and the Union agree to as follows:

Article 1: Recognition

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

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

Article 2 – Union Dues and Agency Shop Fees

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

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

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

Section 4 The Union agrees that it will indemnify and save harmless the Employer against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Employer at the request of the Union.

Article 3 – Management and Employees' Rights

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

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

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

Article 4 – Grievance and Arbitration Procedure

Article 4 – Grievance Procedure

A. To provide for the expeditious and mutual satisfactory settlement of Grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

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

- Step One:

  In the event that any 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 his/her Supervisor. The Supervisor shall decide the grievance within five (5) working days after the grievance is first presented to him/her in writing.

- Step Two:

  If no satisfactory resolution for the grievance is reached at Step One, then within Five (5) working days, the grievances shall be presented in writing to the Borough Administrator. The Borough Administrator shall render a decision in writing within ten (10) working days after the grievance was presented to him/her.

- Step Three:

  If the union member is not satisfied with the resolution of the grievance reached at Step Two, then within twenty (20) working days he/she shall file an objection and copy the Borough Administrator pursuant to PERC guidelines. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

Article 5 – Employee Discipline

All employees are expected to meet the Borough of Saddle River work performance standards and conduct themselves in a businesslike and appropriate matter. Employees deviating from this standard of behavior may be subject to discipline.

Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure. All disciplinary matters shall follow the procedure set forth in this section prior to a grievance being filed. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, the Township believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and department heads may utilize the following corrective tools: verbal reprimand; written reprimand; suspension; and/or dismissal. At the discretion of the Borough Administrator, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

If the employee is not satisfied with the final results of the discipline they may utilize the grievance procedure.

Article 6 – Work Week

The work week for the employees shall consist of thirty-five (35) hours per week Monday through Friday, seven and one-half (7 ½) hours per day, from 8:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch. The staggering of lunch hours shall continue as in the past.

OPERATIONS/PUBLIC WORKS

The work week for the employees shall consist of thirty-five and one-half (37 ½) hours per week Monday through Friday, eight (8) hours per day, from 7:00 a.m. to 3:00 p.m. with one-half (1/2) hour off for lunch. The staggering of lunch hours shall continue as in the past. Employees assigned to sanitation and recycling pick up shall work from 6:00 a.m. to 2:00 p.m. or until work is completed. Overtime at one and one-half (1 ½) times his or her salary for those hours may be required at the discretion of the director.

POLICE ADMINISTRATIVE ASSISTANT

The work week for the Police Administrator shall consist of thirty-seven and one-half (37 ½) hours per week Monday through Friday, eight (8) hours per day, from 8:00 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch. Hours can be adjusted at the discretion of the Police Chief and/or Borough Administrator.

BOROUGH HALL EMPLOYEES OVERTIME

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

Work Schedules Part Time Employees

Electrical Sub Code	Weekly: Office Hours: 1.5 per week Tuesday/Wednesday/Thursday 8:30 am- 9:00 am Inspection Hours: 6 per week Tuesday/Wednesday/Thursday 9:00 am-11:00 am
Plumbing Sub Code	Weekly: Office/Inspection Hours: 12 per week Monday/Tuesday/Thursday 11:00 am -3:00pm
Fire Sub Code	Weekly: Office/Inspection Hours: 13 per week Tuesday 1:00 pm to 4:00 pm Thursday 8:30 am to 12:00 pm
Health Inspector	Weekly: Office/Inspection Hours: 7 per week Monday /9:30 am – 12:00 pm

	Thursday/ 12:00pm-2:30pm As Scheduled
Building Sub Code	Weekly: Office/Inspection Hours: 30 per week Monday/Tuesday/Wednesday/Thursday/Friday 7:30 am-1:30 pm Inspection Hours-As Scheduled
Code Enforcement	As needed and approved by the Borough Administrator
Custodian	Maximum 25 hours per week approved by Borough Administrator.

Work Schedules Part Time Employees (continued)

Fire Official — Weekly: Up to 13.5 per week, hours approved by Borough Administrator

Deputy Court Administrator

Weekly Office Hours: 20 per week
Monday-Friday 8:00 am – 12:00pm
Except Every Second Tuesday for Court
2:00 pm – 6:00 pm

Violations Court Clerk

Weekly: Up to 25 hours per week, hours approved by Borough Administrator

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

Article 7 - Holidays

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

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

Article 8 - Vacation

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

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

Article 9 – Sick Leave

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

Article 10 – Health and Welfare Benefits

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

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

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

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

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

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

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

Article 11 – Military Leave

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

Article 12 – Bereavement Leave

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

Article 13 – Jury Duty

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

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

Article 14 – Personal Days and Leave of Absence

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

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

Article 15 - Employment

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

Article 16 – Benefits of Termination

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

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

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

Article 17 – Work Related Injuries or Sickness

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

Article 18 – Disability Insurance Coverage

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

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

Article 19 – Tests and Special Licenses

SPECIAL LICENSES

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

SUSPENSION OR REVOCATION OF LICENSE

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

Article 20 – Safety and Use of Personal Vehicles

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

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

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

Article 21 – Promotions, Demotions and Transfers

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

Article 22 – Salaries and Compensation

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

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

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

2025-2.5%
2026-2.5%
2027-2.5%
2028-2.5%

See Appendix A for details

Article 23 – Separability and Savings Clause

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

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

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

Article 24 – Items Specific to Certain Provisions

Communication Officers:

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

Step Guide for Communication Officers (CO):

1. Communications Officers:
    a. CO Starting/Base Salary $38,000
        i. Upon completions of training and/or probationary period: $39,000

The probationary period may be waived if the Chief determines that the officer has achieved sufficient knowledge of the position based on prior per diem work with the borough or comparable work in another community

b.	Upon completion of first full year after training and/or probation:	$41,000
c.	Upon completion of second full year after training and/or probation:	$45,000
d.	Upon completion of third full year after training and/or probation:	$48,000
e.	Upon completion of fourth full year after training and/or probation:	$52,000
f.	Upon completion of fifth full year after training and/or probation:	$56,000
g.	Upon completion of sixth full year after training and/or probation:	$60,000
h.	Upon completion of seventh full year after training and/or probation:	$65,000
i.	Upon completion of eight full year after training and/or probation:	$70,000

Full time communication officers on-call

Full time communication officers shall be paid an annual stipend of $1,500 as compensation for being on-call period. Communication officers are to be readily available to report for a shift in an emergency situation during their on-call status in accordance to past practices of the Saddle River Police Department.

Stipend shall be paid during the last pay period of the year. For any F/T Communications Officer not working the full year, the stipend shall be prorated on a monthly basis.

Full-time Communications Officer BIOT

Full-time communications officers accrue 120 hours of built-in overtime during the course of the year January 1 – December 31. Those 120 hours will be divided evenly among each of the 24 pay periods (5 hours of overtime/pay period)

Operations Department/Public Works:

Director of Public Works	$112,000
DPW Foreman	Current Step + $5,000 for Foreman Responsibilities

DPW Laborers shall receive a minimum of four (4) hours of overtime when called back to work after completing their regularly scheduled shift.

Step guide for property maintenance workers:

b. Starting:	$40,000-$43,000
c. Upon completion of probationary period (90 days):	$41,000-$44,000
d. Upon completion of first full year after probation:	$45,000
e. Upon completion of second full year after probation:	$49,000
f. Upon completion of third full year after probation:	$53,000
g. Upon completion of fourth full year after probation:	$57,000
h. Upon completion of fifth full year after probation:	$62,000
i. Upon completion of sixth full year after probation:	$67,000
j. Upon completion of seventh full year after probation:	$72,000

CODE OFFICIALS:

Electrical Sub-code
Plumbing Sub-code
Fire Sub-code
Fire Official
Health Inspector

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

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

Communication Officers:

Shall receive 200.00/ per year as a cell phone allowance.

Each Communications Officer shall be required to have and maintain a personal cell phone. Personal cell phones shall be used to reach a Communications Officer in cases of emergency whenever the need arises.

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

DPW Employees:

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

Termination Clause

This Agreement shall be in full force and effect from January 1, 2025 to and including December 31, 2028 and shall continue from year-to-year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12/16/24, to be effective as of 1/1/2025.

FOR THE BOROUGH:

Al Kurpis
Mayor

Cindy Kirkpatrick
Borough Clerk

FOR THE EMPLOYEES:

Kenneth Konig, Shop

Christopher Frasciello

Jasper Parnell, Local 108