

AGREEMENT  
BETWEEN  
THE TOWN OF WEST NEW YORK  
COUNTY OF HUDSON, STATE OF NEW JERSEY

AND  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL NO. 1045

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JULY 1, 2005 THROUGH JUNE 30, 2010

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THE MURRAY LAW FIRM, LLC  
3Revmont Drive, Suite 318  
Shrewsbury, New Jersey 07702

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## PREAMBLE

THIS AGREEMENT is entered into on November, 2006 by the Town of West New York, County of Hudson, State of New Jersey (hereinafter referred to as the "Town") and Communications Workers of America, AFL-CIO, (hereinafter called the "Union").

## ARTICLE I

### RECOGNITION

A. The Town recognizes the Union as the exclusive representative for the purposes of collective negotiations for all white-collar (including Civilian Dispatchers) and blue-collar employees, but excluding managerial executives, supervisors, confidential employees, temporary employees, as defined below, part-time employees as agreed in January 1985, seasonal employees, tax assessors, professional employees, police, fire, craft employees, and crossing guards.

B. A permanent employee is an employee with permanent Civil status who is placed on the permanent payroll of the Town pursuant to law. As of January 1, 1984, the date of hire of a permanent employee is the date the employee is placed on the permanent payroll.

C. A temporary employee is hereby defined as an employee hired by the Town for an aggregate period of not more than six (6) months in a twelve (12) month period and approved by the Commissioner of the New Jersey State Department of Personnel. If a temporary employee is made permanent then the time served as a temporary employee shall be counted as service with the Town for purposes of seniority and all contractual rights. Department of Personnel rules however shall continue to apply. A temporary employee shall meet the minimum qualifications for the title.

## ARTICLE II

### DUES DEDUCTION

A. The Town hereby agrees to deduct from the salaries of employees, covered by this Agreement, union dues in compliance with N.J.S.A. 52:14-15.9 (e) as amended. The Town agrees to deduct from the payroll of those applicable employees' union dues, upon the submission to the Town by the Union of written notification from said employee authorizing the deduction of dues from their pay. The appropriate Town official(s) shall forward said dues deduction to the Union at regular intervals. Employees shall have the authority to withdraw from deduction of dues pursuant to law. Any such written authorization to deduct dues may be withdrawn by the employee holding employment anytime by the filing of a notice of withdrawal with the Town. The filing of notice of withdrawal shall be effective to halt deductions as of January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed. The Union will provide the necessary "check-off" authorization forms and deliver the signed forms to the appropriate Town official(s). If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Town written notice, at least ninety (90) calendar days prior to the effective date of such change.

B. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits and actions of other forms of liability that shall arise out of or by reason of action taken by the Town and reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted and shall include reasonable attorney's fees incurred in defense of the Town.

C. Representation Fee.

The Town agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority represented after written notice of the amount of the fair share assessment is furnished to the Town.

D. Computation of Representation Fee.

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees and assessments of the majority representative, less the costs of benefits financed through the dues and available to only members of the majority representative, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership fee, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective bargaining negotiations with the Town.

E. Challenging Assessment Procedure.

1. The Union agrees that it has established a procedure by which non-member employee(s) in the unit can challenge the assessment, as set forth in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee

shall be held in escrow by the Union, with a written certification to the Town of such, pending final resolution of the challenge.

F. Deduction of Fee.

No fee shall be deducted for any employee other than:

a. Thirty (30) calendar days following the notice of the fair share fee, which shall be for permanent employees (one who has completed his probationary period);

b. Any new employee who does not join the Union within ten (10) calendar days of reentry into employment with the unit.

G. Payment of Fees.

The Town shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis.

H. Union Responsibility.

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

I. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon fair share information furnished by the Union or its representatives.

J. Dues and/or agency shop fees shall be remitted by the Town to:

C/O Secretary-Treasurer  
Communication Workers of America, AFL-CIO



501 Third Street, NW  
Washington, D.C. 20001-2797

by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made. Such list shall consist of:

- Employee name: Last, First
- Middle Initial
- Social Security Number
- Employee's Home Address (including Zip Code + 4)
- CWA Local Number
- Work Location
- Dues Deducted This Reporting Period
- Gross Weekly Base Rate
- Full or Part Time Status
- Gender

A copy of such list shall also be delivered to the local Union President.

K. The Employer further agrees to deduct, upon receipt of a duly authorization, Communication Workers of America Committee on Political Education (COPE) contributions and remit to the Union.

## ARTICLE III

### HOURS OF WORK AND OVERTIME

A. Except as noted below, the regular work hours for the Town employees shall be thirty-five (35) hours per week, Monday through Friday, between the hours of 9:00 a.m. to 4:00 p.m. with a one (1) hour meal time. Due to the fact that some of the employees are required to work a different hour schedule, same shall be permitted between the hours of 6:00 a.m. and 5:00 p.m., but in no event, except as noted below, shall the normal work day be in excess of seven (7) hours. All full-time employees shall be granted a lunch of one (1) hour during each working shift which shall be scheduled between the hours of 12:00 noon and 1:00 p.m. of each weekday or at other times as agreed between the employee and his supervisor.

B. Effective January 1, 1995, all employees hired on or after said date shall work a forty (40) hour work week, Monday through Friday, with a one (1) hour paid lunch, and shall work between the hours of 6:00 a.m. and 5:00 p.m., but in no event shall the normal work day be in excess of eight (8) hours.

C. The Town shall continue the existing flex-time policy and expand it to include all employees on a voluntary basis by seniority. It is at the Town's discretion to grant an employee a voluntary change in working hours Monday through Friday.

D. Overtime work shall be voluntary but, in the event of an emergency, the employee may be required to work overtime. All employees covered by this Agreement will no longer be permitted to accumulate and/or obtain compensatory time after April 1, 1994. All previously accumulated compensatory time must be used by June 30, 1996 or it will be lost.

E. Overtime for employees on vacation shall be restricted as follows:

1. The employee cannot be granted overtime on the vacation day unless an emergent condition arises.

2. If the employee is off for three or more days, and said days include a Friday, employee is not eligible for overtime until the following week.

F. Those Public Safety Repair Shop employees who were absorbed into the Public Works department shall work a five (5) day, thirty-five (35) hour week. Overtime shall not be paid until after forty (40) hours. Straight time will be paid for work between thirty-five (35) hours and forty (40) hours. The hourly rate shall be based on a thirty-five (35) hour work week.

G. Effective July 2, 1996, the Town may hire Street Sweepers to work a Wednesday through Sunday schedule. This does not apply to current street sweepers or to any other title.

H. When the Town hires a new employee in the Automotive Repair Section of Public Works, the Town may hire that employee to work an eight (8) hour five (5) day workweek based on the needs of the Department. This clause will not apply to current employees in the Department.

I. Call-In.

If any employee is called into work by the Town before or after his regular tour of duty, he shall be guaranteed three (3) hours pay if called into work by his supervisor or the Director of the Department before or after his or her regular tour of duty actually worked by the employee. However, call-in pay shall only be paid if the recall is not contiguous to the employee's normal work shift. If the call-in is contiguous, the

employee will be paid for the actual hours worked and the pay will be determined pursuant to the number of hours worked in a week and the eligibility for overtime. Call-in employees shall actually work three (3) hours unless, in the discretion of the supervisor or Director of the Department, the employee is excused in less than three (3) hours due to the lack of relevant work available. This provision shall apply to the Signal Bureau.

J. Special Call-In: Public Works

If an employee is called in before or after his regular shift for rain and floods, he shall be guaranteed four (4) hours work at time and one-half (1 ½). If an employee is called in for snow removal, he shall be guaranteed five (5) hours at time and one-half (1 ½). In either case, the Town reserves the right to require the employee to work the full period of time in question.

K. Holiday Call-In: Public Works

A Public Works employee who is called in for snow removal on a holiday, as defined in Article VI, shall be paid at the rate of double the employee's hourly rate for the first five (5) hours only and thereafter at time and one-half (1 ½) for any hour worked in excess of five (5) hours. This provision shall not apply to any other dates.

L. Any employee called into work pursuant to paragraphs I, J, and K of this Article shall actually work their guaranteed hours in order to be paid the guaranteed hours, unless in the discretion of the supervisor or Director of the Department, the employee is excused in less than their guaranteed hours due to the lack of relevant work available.

M. Call-in procedure for emergencies shall be based on job title to

perform the particular task, but then among all qualified employees, the Superintendent shall base call-in on a rotation based on seniority. Employees will work their regularly assigned duties when called into work.

N. Overtime shall be paid at the rate of one and one-half (1 ½) of the employee's regular hourly rate depending on the number of hours worked in a day and/or the number of hours worked in a week. The employee's hourly rate shall be determined by dividing the number of hours worked in a week as assigned for that employee into the employee's gross weekly pay.

O. Furthermore, in addition to what is set forth above, current clerical employees may elect on a voluntary basis, as approved by their Director, to work between the hours of 10:00 a.m. and 5:00 p.m. If and only if the Department Director wishes to implement said hours of work.

P. Overtime shall be based first on job title to perform the particular task, then second among all qualified employees. The supervisor shall base call-in on a rotation; based on seniority, if an employee is asked to work overtime by the Supervisor and is not available or refuses overtime when asked, their name shall be placed on the bottom of the list and the next name on the list shall be asked. After an employee works overtime he will be placed on the bottom of the list and the next name shall be asked on the next overtime opportunity.

**ARTICLE IV**

**SICK LEAVE**

A. 1. Permanent employees shall be entitled to the following sick leave:

<b>Amount of Service</b>	<b>Sick Leave Days</b>
Up to end of the first calendar year	One (1) work day for each month worked during that same calendar year
Each calendar year thereafter	Fifteen (15) work days for each calendar year worked by the employee

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, off-duty accident or exposure to contagious disease. For purposes of these regulations, sickness shall also include injury other than accidental injury arising out of and in the course of employment by the Town.

3. Should any permanent employee covered by this Agreement incur less than three (3) sick days in any one (1) calendar year, he shall receive, as a bonus, one (1) personal day off in the next succeeding calendar year, provided, however, that said bonus personal day shall be taken by the employee upon written approval of the Director of his or her assigned Department and shall not, directly or indirectly, result in undermanning or payment of overtime to the employee, his replacement or any other employee as a result of the taking of this bonus day by the employee.

4. Town employees holding multiple titles shall only be entitled to sick leave based on their permanent or main title without compounding or multiplication of sick leave.

B. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him or her to sick leave, his or her supervisor shall be notified by the employee's starting time.

2. Failure to so notify his/her supervisor or his/her designee for any day during that calendar year may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

C. Verification of Sick Leave

1. No employee, while on sick leave from the Town, shall be away from their home except to the doctor's office, hospital or for a verified emergency nor be otherwise employed or engaged in any other activity or employment whatsoever.

2. An employee who shall be absent on sick leave for three (3) or more consecutive work days during any calendar year shall submit acceptable medical evidence substantiating the illness. The Town may require proof of an illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

3. The Town may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the Town by a physician designated by the Town. Such examination shall establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health, safety or welfare of other employees or the citizens of the Town.

4. Any employee who is injured on the job shall have such rights as are provided by law.

5. In charging the employee with sick leave, the smallest unit to be

considered is one-half (½) of a work day.

D. Retirement Benefit For Unused Sick Leave.

1. All permanent employees shall be entitled to a retirement benefit of 50% of unused sick leave to a maximum of \$16,000.00 as of July 1, 2006, and to \$18,000.00 as of July 1, 2008. The above retirement benefit shall be at the current rate of pay. The above retirement benefit shall be paid within six (6) months of the time of retirement or at an alternative date acceptable to both the Town and the employee.

2. Sick leave retirement benefits for surviving spouse shall be granted to all retirees who retire July 1, 1998 and subsequently. The Town shall be secondary coverage to all other retirees and spousal coverage. The Town serves as the last resort.

E. Unused Sick Leave in Case of the Death of an Employee. In the event of the death of an employee of the Town of West New York, that unused sick leave of the employee shall be paid to the employee's estate.



## ARTICLE V

### VACATIONS

A. All regular employees, except as noted below, shall be entitled to the following vacation:

1. New employees shall receive one (1) working day for each month of service during the first year of employment.
2. Thereafter, employees shall receive paid vacation leave as follows:
  - a. From the beginning of the first full calendar year of employment up to five (5) years - twelve (12) working days;
  - b. After five (5) years - fifteen (15) working days;
  - c. Every year thereafter, one (1) additional day for each full calendar year of employment to a maximum of thirty-five (35) vacation days.

B. All employees hired on or after January 1, 1994 shall be entitled to the following vacation schedule:

1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the first (1st) through eighth (8th) day of the calendar month and one-half ( $\frac{1}{2}$ ) working day if they begin on the ninth (9th) through twenty-third (23rd) day of the calendar month;
2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service;
3. Thereafter, employees shall receive paid vacation leave as follows:
  - a. From the beginning of the first (1st) calendar year of employment up to the eighth (8th) year of employment - twelve (12) working days;

- b. After eight (8) years of employment to fifteen (15) years of employment; fifteen (15) working days;
- c. After fifteen (15) years of employment to twenty (20) years of employment; twenty (20) working days;
- d. After twenty (20) years of employment; twenty-five (25) working days.

C. Vacation pay shall be paid prior to the actual vacation, provided the employee has given at least ten (10) working days prior written notice of vacation to either the Director of their Department or the payroll department. Vacation shall be non-cumulative, except as provided by State statute. An employee must take vacation during the period of January 1st to December 31st or as otherwise provided in this Agreement.

D. The Town shall no longer grant vacation pay in advance for any other requests other than two weeks at one time.

E. Vacation request forms are to be distributed by the appropriate Director or designee by February 15th to permit employees to make their vacation picks. All forms must be resubmitted to appropriate Director or designee by April 15th. In preparing the final vacation schedule for that calendar year, the appropriate Director or designee shall endeavor to assign vacations based on seniority. Vacation requests after April 15th must be made in writing to the appropriate director. The Director or designee must respond within thirty (30) days to any vacation requests. Failure to respond shall be taken as an indication of approval. All unused vacation time must be requested by September 15th of each calendar year. However, the appropriate Director or designee,

in any event, has the right to schedule vacations so as to obtain the manpower necessary to maintain adequate coverage during the vacation.

F. Town employees holding multiple titles for positions shall only be entitled to one (1) vacation based on their permanent or main title without compounding or multiplication of vacation entitlement due to multiple positions or titles.

G. Vacation schedules shall be arranged in accordance with the work unit seniority list.

## ARTICLE VI

### HOLIDAYS\*

A. The following shall be recognized as paid holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Day after Christmas Day\*\*

\* Any change to Holidays is made effective January 1, 2003.

\*\* Should Christmas Day fall on a Friday or Saturday, no vacation consideration will be given for the Day after Christmas Day.

B. Whenever any of the holidays listed above falls on a Saturday, the holiday should be observed on the preceding Friday. Whenever the holiday falls on a Sunday, it shall be observed on the following Monday.

C. Whenever any holiday is worked by the employee with the prior written approval of the Director of the Department, time and one-half (1 ½) rates plus regular pay shall prevail for the actual hours worked by the employee with the prior written approval of the Director of the Department.

D. Floating holidays shall be eliminated.

E. Working, for the purposes of this Article, can include not only being on-the-job for the full day(s), but on approved vacation leave and/or personal leave, as well as sick leave (except as noted herein). Sick leave will not count as working for the

purposes of holiday pay eligibility if an employee has patterned absenteeism or abuse of sick leave, unless he/she provides written explanation from a physician as to the sick leave.

## ARTICLE VII

### PERSONAL DAYS

A. Permanent employees shall receive one (1) personal day after one (1) year of employment, two (2) personal days after two (2) years of employment, and three (3) personal days after three (3) years of employment. Personal leave time shall be non-cumulative.

B. A twenty-four (24) hours prior written request to use a personal day shall be given by the employee to the Department Director, except in the event of an emergency, as defined below, when an oral request will be sufficient. The Department Director may approve or deny any requests to use a personal day. It shall be grounds for denial of an employee's request for use of a personal day if manpower will fall below minimum strength, the absence will cause diminution of essential Town services or create an emergency, or the employee's use of the personal day will result in an expenditure by the Town for overtime or extra costs, direct or indirect. An emergency shall be defined as the necessity to take time off for a non-recreational reason which would not have been foreseen by the employee within twenty-four (24) hours of its occurrence. Personal days can be taken in ½ day increments.

C. Personal days shall not be added to, taken in conjunction with, or taken consecutively with any sick day, leave, vacation, holiday or other absence by the employee, except upon prior written authorization approval by the Department Director.

D. Any permanent, part-time employee who has worked one (1) calendar year shall receive one (1) personal day per year which shall be non-cumulative.

## ARTICLE VIII

### LEAVE OF ABSENCE

#### A. Funeral Leave.

A death in an employee's immediate family shall not be charged against his compensatory time off.

1. Time off shall be given from the day of death until the day after the funeral, not to exceed five (5) consecutive working days for an immediate family member. Immediate family members shall be defined as: MOTHER, FATHER, SISTER, BROTHER, SON, DAUGHTER, STEPCHILD, HUSBAND and WIFE.

2. Time off shall be given for to (2) consecutive working days, plus day of funeral, in the event of death of: GRANDMOTHER, GRANDFATHER, FATHER-IN-LAW, MOTHER-IN-LAW AND GRANDCHILD.

#### B. Military Leave.

Any employee called into the Armed Forces of the United States during national emergency or draft shall be given a leave of absence without pay, as per State law. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.

#### C. Union Leave

A maximum of three (3) employees, to be selected by the Union, shall be entitled to time off with pay for attendance at a Union Conference and/or Civil Service Convention. The amount of time off for all employees for this purpose shall be in

accordance with State law and not to exceed the total of fifteen (15) working days, in the aggregate for all employees, in any calendar year and includes necessary travel time. A certificate of attendance shall be submitted to the appropriate Director of designee after the convention indicating the delegate's attendance.

D. Jury Duty.

In the event an employee is summoned to serve as a juror, full wages are to be paid by the Town less the amount paid by the State.



## ARTICLE IX

### INSURANCE

A. The Town agrees to provide the same coverage being provided at the time of the signing of this contract, at its own expense, to the employees covered by this Agreement and their dependents up to age 23. Employees hired after July 1, 1996 will have to pay a deductible of \$200 for single coverage and \$400 for family coverage. The deductible will not change for those employees hired prior to July 1, 1996. In addition, employees hired after July 1, 1996 will have to work a regular work week of 21 hours to receive insurance coverage. The Town shall provide employees hired after August 1, 2006 with HMO Direct Access Hospitalization Coverage; such employees may elect alternative coverages provided by the Town to bargaining unit members if the employee pays the cost difference through salary reduction in payroll deduction.

B. The Town further agrees to provide a major medical plan at its own expense, to the employees covered by this Agreement and their dependents up to age 23.

C. The Town agrees to continue to pay the premium for currently existing medical coverage and prescription coverage or whatever insurance coverage is in effect at that time or in the future for West New York employees who have already retired and have completed fifteen (15) years of permanent full-time service with the Town. Employees on the payroll as of July 1, 1996 shall receive full medical coverage and prescription coverage upon retirement if they have completed twenty-five (25) years of service or are sixty-two (62) years old upon retirement with fifteen (15) years of service. Employees hired after July 1, 1996 must have at least twenty-five (25) years of service

to receive such coverage. If employees have other or similar coverage, the Town shall not be required to supply coverage. This provision shall only be retroactive to January 1, 1990.

D. The Town agrees to provide dental coverage, as per the proposal of Delta Plan, for each employee and dependents up to age twenty-three (23). The benefit shall be at a maximum cost to the Town of \$5,400.00 per year.

E. It is agreed that the Town shall continue to provide prescription benefits coverage for each employee, which shall exclude contraceptives as follows:

Effective July 1, 1997; \$5.00 co-pay for brand name prescriptions; \$2.00 for generic prescriptions.

Effective July 1, 2007 the co-pay shall be \$5.00 for generic prescriptions, \$10.00 for brand name prescriptions and \$15.00 for exotic drug prescription.

Effective as soon as practical maintenance drug prescriptions shall be mandatory through mail-order; the first such prescription shall be \$5.00 co-pay.

F. Permanent employees hired after January 1, 1984 shall be eligible to receive medical coverage ninety (90) working days after date of hire and dental and prescription coverage one (1) year after date of hire.

G. Effective January 1, 1984, an optional stipend will be available to employees who have the right to waive dual coverage for any and/or all insurance coverage provided for by the Town. If said waiver occurs, the employee will receive up to a maximum of \$2,800 by the first pay period in December. The employee must be out of the original designation at least one (1) year from the time of waiver before re-entering the previous coverage and can only re-enter in the open enrollment period. If

the employee attempts to re-enter and fails to give the Town at least ninety (90) days notice by a certain date prior to the open enrollment period and then wishes to re-enter, the employee will pay forty percent (40%) of the return premium except under exigent circumstances. In addition, prior to being eligible for the stipend, the employee must provide to the Town documentation as to the dual coverage provisions so that his paragraph may take effect.

I. The Town reserves the right to change insurance carrier(s), upon sixty (60) calendar days notice to the Union. A proposed change is subject to review and consultation by the Union. Should a dispute arise as to whether or not the change in insurance carriers and/or policy proposed will be substantially similar coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance Article of this Agreement. The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law. No new plan shall be implemented until that award is rendered.

J. Effective January 1, 1997, the Town will provide employees with disability coverage. Employees will contribute fifty percent (50%) of the cost of the premium.

K. Sick leave retirement benefits for surviving spouse shall be granted to all retirees who retire July 1, 1998 and subsequently. The Town shall be secondary coverage to all other retirees and spousal coverage.

L. After July 1, 2003, existing and future retirees over the age of 65 shall pay Medicare Part B.

## ARTICLE X

### SENIORITY

A. As to employees hired after January 1, 1984, seniority is defined as an employee's total length of service with the Town, beginning with his date of hire as a permanent employee. Effective July 1, 1996 seniority shall be defined as an employee's total length of continuous service with the Town. Department of Personnel Rules continue to apply.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of alphabetical order of their surnames.

C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Each list shall be subject to approval by the Union.

1. In case of layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with the ability to perform and job titles.

## **ARTICLE XI**

### **RESIDENCE**

The requirement of residence by an employee shall be governed by State law and Town ordinance.

## ARTICLE XII

### DISCIPLINE

A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in this Agreement.

B. Discipline shall be progressive in nature and corrective in intent, as provided by the New Jersey Department of Personnel.

C. An employee may have Union representation if there exists reasonable grounds to fear that discipline will occur directly as the result of an interview with an Employer representative. The non-availability of a Union representative shall not serve as a reason to unduly delay the meeting. The representation shall not apply to informal and general discussions of Employer operations and individual performances.

D. The Employer agrees to set forth on the disciplinary form PER-62 (Written Warning Report) that the employee has the right to have Union representation. Such notice shall also contain a reasonable specification of the nature of the charge, a general description of the alleged act(s) and/or conduct upon which the charge is based and the nature of the discipline.

E. Employees, in the first ninety (90) days of employment, shall be considered probationary and therefore will not be permitted to Arbitrate pursuant to the Grievance Procedure. This provision shall have no application to the rights and privileges as set forth by the New Jersey Department of Personnel; this provision shall

in no way circumvent the procedures for discipline set forth by the New Jersey  
Department of Personnel.

## ARTICLE XIII

### GRIEVANCE PROCEDURES

A. The purpose of the grievance procedure shall be to settle all grievances between the Town and the Union as quickly as possible so as to ensure efficiency and promote employee moral.

B. A grievance is defined as any disagreement between the Town and the Union involving the interpretation, application or violation of this Agreement affecting them and which is presented within thirty (30) calendar days of its occurrence or when the employee should have known of its occurrence.

There shall be no loss of pay for employees for time spent either as a grievant, witness or Union representative in any step of the Grievance Procedure.

C. A grievance shall be processed as follows:

Step 1. It shall be discussed with the employee (s) involved and the Union representative(s) and with immediate supervisor. The answer shall be given in writing to the Union within ten (10) calendar days by such immediate supervisor.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing by the Union and submitted to the Director of the Department within twenty (20) calendar days. A hearing shall be scheduled within ten (10) calendar days of the written grievance to the Director. The answer from the Director of the Department shall be within fourteen (14) calendar days after a hearing.

Step 3. If the grievance is not settled through Step 1 or Step 2 and the grievance is not recognized by the Merit System Board, then, either party may request that the New Jersey Public Employment Relations Commission, within thirty (30)



calendar days of the decision of the Director, to appoint an arbitrator who shall have full power to resolve the dispute between the parties and his decision shall be final and binding on all parties.

Step 4. Cost of arbitration shall be borne by the Town and Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of the hearing. The town may at all times contest the scope of the arbitration and the arbitrability of the issues submitted for resolution arbitration.

D. The Union President or his designee may report an impending grievance to the Director of the appropriate Department in an effort to forestall its occurrence.

## **ARTICLE XIV**

### **SAVINGS CLAUSE**

Should any part or any provision herein contained to be rendered or declared invalid by reason of an existing or subsequently enacted legislation, decree of account of competent jurisdiction, or order of an Arbitrator or any Administrative Agency, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portion thereof.

## ARTICLE XV

### LONGEVITY

A. The Town agrees to continue to pay longevity to all employees covered by this Agreement in accordance with the following scale. Said longevity is to be paid weekly with the employee's salary. Said longevity shall be included as part of employees' base salary for pension purposes:

Beginning with 3 <sup>rd</sup> year of service	4% of base annual salary
Beginning with 6 <sup>th</sup> year of service	6% of base annual salary
Beginning with 11 <sup>th</sup> year of service	8% of base annual salary
Beginning with 16 <sup>th</sup> year of service	10% of base annual salary
Beginning with 25 <sup>th</sup> year of service	12% of base annual salary

B. Employees hired on or after January 1, 1984 shall be paid longevity in accordance with the following schedule:

Beginning with 5 <sup>th</sup> year of service	4% of base annual salary
Beginning with 10 <sup>th</sup> year of service	6% of base annual salary
Beginning with 15 <sup>th</sup> year of service	8% of base annual salary
Beginning with 20 <sup>th</sup> year of service	10% of base annual salary
Beginning with 25 <sup>th</sup> year of service	12% of base annual salary

## ARTICLE XVI

### SALARIES

A. Employees covered by this Agreement shall receive salary increases based upon their base salary at June 30<sup>th</sup> of each preceding contract year as follows:

1. July 1, 2005            Three percent (3.0%).
2. July 1, 2006            Four percent (4.0%).
3. July 1, 2007            Four and a quarter percent (4.25%).
4. July 1, 2008            Four and a quarter percent (4.25%).
5. July 1, 2009            Four and a quarter percent (4.25%).

The term "base salary" is the true base salary of the employee, excluding longevity, overtime, comp. time and other base salary requirements.

B. The minimum base salary rate for all full-time employees shall be \$16,500.00, as of July 1, 2005; this minimum salary base rate shall be increased three percent (3.0%) effective July 1, 2006; increased three percent (3%) effective July 1, 2007; increased three percent (3.0%) effective July 1, 2008 and increased three percent (3.0%) effective July 1, 2009. Effective July 1, 2005 current full-time employees as designated by the parties earning less than \$20,800.00 base salary as defined in this Article shall be increased to a base salary of \$20,800.00 with the proviso that any such employee who would receive less than \$1,000.00 base salary raise would receive the adjustment amount required to reach \$20,800.00 plus a three percent (3.0%) increase based upon that employee's previous base salary (i.e. if an employee was earning \$20,000 base salary that employee would receive a base salary increase of \$800.00 plus three percent (3.0%) increase calculated on the \$20,000 base.)

C. It is understood that any employee not having completed one (1) year of service on January 1<sup>st</sup> of any year shall be paid the full raise on the employee's one (1) year anniversary date. It is also understood that employees shall receive the raise(s) listed above when they have permanent or provisional status only.

D. The parties agree that payment of the raises will be retroactive to the date(s) in question set forth above.

E. Employees must be on the active payroll on the date of ratifying this Agreement to receive salary increases including retroactive pay except if the employee retired or died.

## **ARTICLE XVII**

### **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provision of this Agreement may be changed, supplemented or altered by a written amendment signed by both parties.

## ARTICLE XVIII

### SPECIAL PROVISIONS - PUBLIC WORKS

- A. Effective September 1, 1981, hours worked beyond the normal work day or on Saturdays or Sundays shall be paid at the rate of time and one-half (1 ½).
- B. The regular day hours shall be Monday to Friday from 7:30 a.m. to 2:30 p.m. Lunch shall be, when possible, from 12:00 p.m. to 1:00 p.m.
- C. In the event of absence for sickness, or any other reason, the employee shall make one (1) phone call to the Public Works Department, which shall be recorded on a telephone answering service.
- D. Except in the discretion of the Director of the Department and on his written approval, all Department personnel shall take vacation between January 15<sup>th</sup> and December 1<sup>st</sup> of each calendar year. Notwithstanding this provision, employees shall have the right to request vacation between December 1<sup>st</sup> and January 15<sup>th</sup>. The same shall be considered by the Director of the Department based on seniority. Such request must be made in accordance with the department policy, as defined by the Director, and are subject to approval by the Director of the Department of Public Works, in his managerial discretion.
- E. CDL License. Those employees who work in a job title that requires them to have a CDL license for the job they are assigned shall receive a minimum rate of \$20,800.00, effective July 1, 2005 and through the remainder of the Agreement.
- F. The Town and Union concur that Department of Public Works drivers shall perform their duties within the Civil Service job specification.

G. Clothing Allowance.

The Union and the Town agree to work together to establish a policy for providing uniforms to those employees currently receiving a clothing allowance. In addition to providing uniforms, the Town agrees to provide these employees with a \$100 shoe allowance (employees must purchase appropriate shoes and wear during working hours) by the first pay period in December or each contract year.

The Town shall supply ponchos and boots to all Public Works and Parks Public Property Personnel who work outdoors. This paragraph excludes Foreman, Repair Shop Personnel, Office Personnel and Indoor Building Personnel.



## ARTICLE XIX

### SPECIAL PROVISIONS - CIVILIAN COMMUNICATORS

A. Hours of Work and Overtime: Civilian Communicators shall work a forty (40) hour week. Work hours shall be assigned on a rotating shift basis. Every effort shall be made to provide Civilian Communicators with an equal number of weekends and holidays off.

B. Clothing Vouchers: When hired and annually beginning in January, the Town shall provide Civilian Communicators with a voucher to a mutually acceptable uniform supplier of \$425.00 to be used for the purchase of required clothing and accessories.

C. Holidays: Civilian Communicators shall receive pay for thirteen (13) holidays by the first pay period in December of each contract year. Work on holidays shall be treated the same as a normal workday.

D. Holiday Bonus: All Civilian Communicators on the payroll as of July 1, 1996 shall receive an annual bonus of \$425.00 upon signing and then paid the first pay period of July each year for the term of this Agreement.

E. Effective July 1, 1996, Civilian Communicators shall be eligible for the same medical coverage provided to other bargaining unit employees who begin work after July 1, 1996.

F. Hiring Rate: Effective July 1, 1996 the minimum hiring rate for civilian communicators shall be \$8.50 an hour. After ninety (90) days, the rate shall go to \$10.00 an hour. New employees must be employees at least one (1) year in order to be entitled to the contractual increases.

## ARTICLE XX

### SAFETY AND HEALTH

A. There is an established Safety and Health committee. Such committee shall include two (2) Union members who are qualified to sit on such committee and two (2) representatives of the Town. The committee shall meet at least once per quarter, for a minimum of one (1) hour, not to exceed two (2) hours per meeting, scheduled on a weekly work day with no overtime. Among other things the committee shall review accidents, review health and safety hazards; and, propose solutions to health and safety problems and submit such proposal(s), in writing, to the Mayor.

B. Sanitary bathrooms shall be provided within a reasonable access of all permanent work locations.

C. CDR training shall be arranged for any employee, but no cost to the Town, direct or indirect.

## ARTICLE XXI

### MANAGEMENT RIGHTS

A. Each Department shall have control and direction of its operations. All employees shall be subject to the rules and regulations of the New Jersey State Department of Personnel and the Merit System Board.

B. Each Department Director shall determine all matters concerning the plant, operation, training and all other matters necessary to the function of that Department.

C. The Town 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 New Jersey including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Town 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, assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law. Discipline shall be progressive in nature and corrective in intent.

D. Nothing contained herein shall be construed to deny or restrict the Town's rights, responsibilities and authority under R.S. 40 and 40A and R.S. 11A or any other National, State, County or local laws.

## ARTICLE XXII

### UNION RIGHTS

A. Union activities shall be carried on in such a manner so as not to disrupt operations of the Town. This provision is not intended to preclude the investigation and processing of grievances. The Union shall notify the Town Clerk of the names of current Union officers and stewards or their designated representatives for processing grievances.

B. Union stewards and officers shall be allowed up to an aggregate of twenty-five (25) days off per contract year to attend Steward's training and the local Union convention; provided that each employee and the Union must give thirty (30) days advance notice to his or her Director of Department of their intention to exercise this privilege and upon return to employment after attending shall deliver to his or her Director written proof of attendance. The Union and Town agree that if this privilege is abused by any employee, the Town has the right to reopen discussions with the Union regarding the continuation of this privilege and the Union shall participate and cooperate.

## ARTICLE XXIII

### DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and shall expire on June 30, 2010. Both parties agree to the negotiations for successor agreement shall commence no later than December 1, 2009.

B. In the event that negotiations are not completed for a new Agreement on the expiration date of this Agreement, all parties agree that this Agreement shall remain in full force and effect until such time as a new Agreement is reached.

## **ARTICLE XXIV**

### **COOPERATION**

The Union and Town agree that they will cooperate in eliminating waste, combating absenteeism, and strengthening good will between the Town, the employees, the Union and the public.

## ARTICLE XXV

### NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Town Departments and Agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operation.

B. The Union covenants and agrees that, during the term of this Agreement, neither the Union, nor any person acting on its behalf, will cause, authorize, support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other job action against the Town.

C. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members or participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Town to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have

in the law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.



## ARTICLE XXVI

### JOB CLASSIFICATION COMMITTEE

Within thirty (30) days from the signing of this Agreement, the Town of West New York agrees to begin work with the Union to do a job study of bargaining unit employees in order to have employees properly classified.

## **ARTICLE XXVII**

### **RETRAINING**

When the Town upgrades or installs new machines or equipment, the Town agrees that employees shall be provided appropriate instruction and training.

Whenever possible, such instruction and training shall be during working hours and at no cost to the employee.

## **ARTICLE XXVIII**

### **PERSONNEL FILES**

With advance notice, employees may examine their own personnel files. They also have the right to receive copies of any documents within that file.

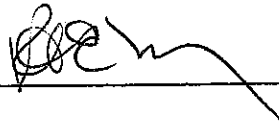
IN WITNESS WHEREOF, the parties hereto set their hands and seals this

9<sup>th</sup> day of Nov, 2006.

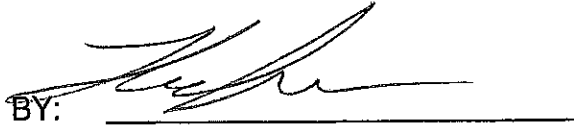
ATTEST:

TOWN OF WEST NEW YORK

BY: \_\_\_\_\_



BY: \_\_\_\_\_

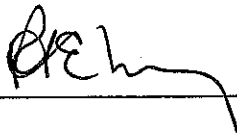


ATTEST:

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO/  
(WEST NEW YORK MUNICIPAL  
EMPLOYEES UNIT)

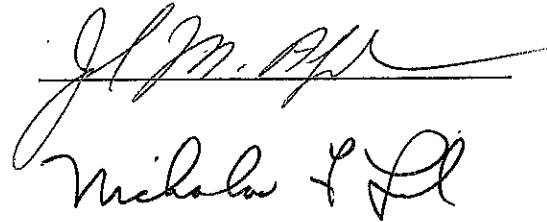
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