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

**-AND-**

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1045  
WEST NEW YORK MUNICIPAL EMPLOYEES ASSOCIATION**

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**JANUARY 1, 1996 THROUGH JUNE 30, 1998**

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	
I.	RECOGNITION	1
II.	DUES DEDUCTIONS	2
III.	HOURS OF WORK AND OVERTIME	5
IV.	SICK LEAVE	8
V.	VACATIONS	11
VI.	HOLIDAYS	13
VII.	PERSONAL DAYS	15
VIII.	LEAVE OF ABSENCE	16
IX.	INSURANCE	17
X.	SENIORITY	20
XI.	RESIDENCE	21
XII.	DISCHARGE	21
XIII.	GRIEVANCE PROCEDURE	21
XIV.	SAVINGS CLAUSE	23
XV.	LONGEVITY	23
XVI.	SALARIES	24
XVII.	CHANGES, SUPPLEMENTS OR ALTERATIONS	25
XVIII.	SPECIAL PROVISIONS--PUBLIC WORKS	25
XIX.	SPECIAL PROVISIONS--CIVILIAN COMMUNICATORS	28
XIX.	SAFETY AND HEALTH	29
XX.	MANAGEMENT RIGHTS	30
XXI.	UNION RIGHTS	31



PREAMBLE

THIS AGREEMENT is entered into by and between the Town of West New York, County of Hudson, State of New Jersey (hereinafter referred to as "Town") and Communications Workers of America, AFL-CIO, Local 1045 (West New York Municipal employees Association (hereinafter called the "Union") as follows:

ARTICLE I

RECOGNITION

A. The Town recognizes the Union as the exclusive representative for the purposes of collective negotiations for 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 six (6) months in a twelve (12) month period and approved by the Commissioner of the New Jersey State Department of Personnel. If



notice, at least ninety (90) calendar days prior to the effective date of such change, plus separate authorization forms from the employee of such change.

B. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits and actions or other forms of liability that shall arise out 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 (85%) percent 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



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:

Union, C/O Secretary-Treasurer  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
1925 K Street, N.W.  
Washington, D.C.

by the fifteenth (15th) of each of month following the monthly pay period in which deductions were made.

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 to 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

F. 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.

F. Overtime shall be paid at the rate of one and one-half (1 1/2) 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.

G. 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 and 5:00 P.M. if and only if the Department Director wishes to implement said hours of work.



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 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 (1/2) working day if they begin on the ninth (9th) through twenty-third



D. 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 must respond within 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 to obtain the manpower necessary to maintain adequate coverage during the vacation.

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

ARTICLE VI

HOLIDAYS

A. The following shall be recognized as paid holidays:

- New Year's Day
- Day after New Year's Day\*
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day



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 forty-eight (48) 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 forty-eight (48) hours of its occurrence.

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

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 exceed to the total of five (5) working days in any calendar year and includes necessary travel time. A certificate of attendance shall be submitted to the appropriate Director or 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 IV

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



Effective July 1, 1996; \$3. co-pay for Brand name  
prescriptions

\$2. for generic prescriptions

Effective July 1, 1997; \$5. co-pay for brand name  
prescriptions

\$2. for generic prescriptions

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, 1994, 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 \$2800 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 (40%) percent 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.

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.

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

#### ARTICLE XI

##### RESIDENCE

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

#### ARTICLE XII

##### DISCHARGE

Discharge of any permanent employee shall be governed by the procedures set forth in applicable State law or Town ordinance.

#### ARTICLE XIII

##### GRIEVANCE PROCEDURE

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



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 of 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 of 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 3rd year of service	4% of base annual salary
Beginning with 6th year of service	6% of base annual salary
Beginning with 11th year of service	8% of base annual salary
Beginning with 16th year of service	10% of base annual salary
Beginning with 25th 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 5th year of service	4% of base annual salary
Beginning with 10th year of service	6% of base annual salary
Beginning with 15th year of service	8% of base annual salary

retroactive to the date(s) in question set forth above.

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 1/2).

B. 1. REGULAR CALL-IN.

After May 1, 1986, if an employee is called in before or after his regular shift, he shall be guaranteed three (3) hours work at time and one-half (1 1/2) of the employee's hourly rate. However, subject to the provisions set forth earlier in this Agreement, contiguous overtime call-in minimum shall only occur if the call-in is not contiguous to the employee's shift. The Town reserves the right to require employee to work the full period of time in question.

2. SPECIAL CALL-IN.

In substitution of B1 above, 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 1/2). If an employee is called in for snow removal, he shall be guaranteed five (5)



January 15th. 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.

H. Call-in procedure for emergencies shall be based on qualification to perform the particular task, but then among all qualified employees, the Superintendent shall base call-in on a rotation based on seniority. If an employee is called by the Superintendent for emergency call-in and is not available when called, their name shall be placed on the bottom of the list and the next name on the list shall be called. Employees will work their regularly assigned duties when called into work.

I. 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 \$16,500 effective June 30, 1996 and \$18,000 effective June 30, 1997.

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

K. 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

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 \$7.21 an hour. After 90 days, the rate shall go to \$8.00 an hour. New employees must be employees at least one year in order to be entitled to the contractual increases.

#### ARTICLE XX

##### SAFETY AND HEALTH

A. There is established a Safety and Health committee. Such committee shall include two (2) Union members who are qualified to sit on such committee and three (3) representatives of the Town. The committee shall meet at least six (6) times per year, four (4) of which shall be one (1) hour per meeting, scheduled from 3:00 P.M. to 4:00 P.M. 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. CPR training shall be arranged for any employee, but no



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, not to exceed ten (10) in number, shall be allowed up to two (2) 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.

C. In addition, any Union stewards may request one (1) additional day off per contract year, for a total of three (3) days off per contract year, provided, however, that such additional one (1) day shall be approved by the Director of the

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 of an employee from his position, or stoppage of work or abstinence 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 to 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



IN WITNESS WHEREOF, the parties hereto set their hands and seals this <sup>24</sup>~~23~~ day of February, 1997

ATTEST:

TOWN OF WEST NEW YORK

BY: Carmela Picone 2/24/97

BY: [Signature]

ATTEST:

COMMUNICATIONS WORKER OF AMERICA, AFL-CIO/LOCAL 1045 (WEST NEW YORK MUNICIPAL EMPLOYEES UNIT)

BY: [Signature]

BY: Thomas Van Leuven

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

BY: [Signature]

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

BY: John Ferrick