

Contract no. 1661

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
OCT 1991

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

BOROUGH OF GLASSBORO

AND

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1360

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EFFECTIVE DATE: January 1, 1991  
EXPIRATION DATE: December 31, 1993

## A G R E E M E N T

This Agreement is made and entered into this 1th day of January, 1988, by and between the Borough of Glassboro (hereinafter referred to as "Employer") and United Food & Commercial Workers International Union, Local 1360 (hereinafter referred to as "Union"), chartered by the United Food & Commercial Workers International Union, affiliated with AFL-CIO, CLC.

### PURPOSE

The Employer actively participated in joint negotiations through its authorized negotiating representatives and with the Union, which negotiations have resulted in this labor agreement establishing mutually satisfactory conditions of employment, as more particularly hereinafter set forth.

### ARTICLE I

#### RECOGNITION

The Employer recognizes the Union as the exclusive representative of all full time and regular part-time employees in the Highway Department as set forth in the State of New Jersey, Public Employment Relations Commission, Certification of Representative, R.O.-85-141 dated July 18, 1983.

### ARTICLE II

#### AGENCY SHOP

1. The Borough agrees to an Agency Shop for all present employees in the Union and any new permanent employees after January 1, 1988.
2. The Borough agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.
3. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Borough in writing by the majority representative.
4. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of the State Law.

5. Payment of the representation fee in lieu of dues shall commence on the 90th day following the beginning of an employee's employments in a position in the contractual bargaining unit or on the 10th day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

### ARTICLE III

#### GRIEVANCE AND ARBITRATION PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this agreement, the following procedures shall be used. Designated Representative as referred to in this Article shall be a representative of the United Food & Commercial Workers Union, Local 1360, as set forth in Article I.

##### Step One

An employee with a grievance shall first discuss it with this supervisor either directly or through the Department's designated representative for the purpose of resolving the grievance informally. A grievance must be presented at Step One within one (1) week from the date the employee knew or should have known of its occurrence. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this agreement.

##### Step Two

If the aggrieved party is not satisfied with the disposition of his grievance at Step One or if no decision has been rendered within five (5) working days after presentation of the grievance at Step One, he may file a written grievance with the Highway Administrator or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Highway Administrator or his designated representative, the aggrieved party and the United Food & Commercial Workers union, Local 1360 designated representative. A decision thereon shall be rendered in writing by the Highway Administrator within five (5) working days after the holding of such a meeting.

If the aggrieved party is not satisfied with the disposition of his grievance at Step Two or if no written decision has been rendered within five (5) working days after the meeting referred to in Step Two, the matter may be referred by the United Food & Commercial Workers Union, Local 1260, to the Highway Committee. A meeting on the grievance shall be held with the United Food & Commercial Workers Union, Local 1360 and the Highway Committee at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Highway Committee shall render a final written decision within ten (10) working days of the date of the meeting.

Step Four

If the aggrieved party is not satisfied with the disposition of his grievance at Step Three or no written decision has been rendered within ten (10) working days after the meeting with the Highway Committee referred to in Step Three, the matter may be referred by the United Food & Commercial Workers Union, Local 1360 to the Mayor and Council. A meeting on the grievance shall be held with the United Food & Commercial Workers Union, Local 1360 and the Mayor and Council at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step Five

In the event that the aggrieved party is not satisfied with the decision of the Mayor and Council, the aggrieved person or the United Food & Commercial Workers Union, Local 1360 may submit the matter to arbitration within fifteen (15) calendar days of the rendering of the decision of Step Four.

(1) The Arbitrator shall be selected by the parties in accordance with the Rules and Regulations of the Public Employment Relations Commission.

(2) The Arbitrator's decision shall be in writing and shall be issued no later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

(3) The Arbitrator's decision shall be final and binding on the parties.

(4) The costs for the services of the Arbitrator shall be borne equally by the Borough and the United Food & Commercial Workers Union, Local 1360. All other expenses incidental to and arising out of the Arbitration shall be borne by the party incurring same.

B. The time limits specified in the grievance procedure shall be construed as the maximum but may be extended upon mutual agreement between the parties in writing.

C. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, or slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein. Furthermore, the Employer agrees not to cause a lockout.

#### ARTICLE IV

##### SENIORITY

A. Seniority lists shall be established by the Borough once each year and submitted to the Local Union.

B. Employees returning from military service shall have their wages and classification determined by the then existing law, provided they apply for work within the required period in the Veterans Re-employment Rights Act requirements. Said job restoration shall be consistent with the then current Veterans Re-employment Rights Act.

C. (1) In the case of a layoff, due to lack of work, of an employee, seniority shall be the determining factor providing the employee has the ability to perform the work.

(2) The Employer shall give two (2) weeks notice to the Union and the employee of an intended layoff. The Borough shall make every effort to place any laid off employee in a comparable position in another department of the Borough, provided there is an opening at the time of layoff.

D. Maternity leave shall be granted as prescribed by law.

E. Seniority shall be the determining factor in all matters concerning the employee's working conditions and benefits, and may be exercised at the employee's discretion.

#### ARTICLE V

##### MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:

(1) To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

....(2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for employment, or 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, subject to the grievance procedure.

#### ARTICLE VI

##### LEAVE OF ABSENCE WITHOUT PAY

A. The Borough of Glassboro may grant the privilege of a leave of absence without pay for an appropriate reason to a permanent employee for a period not to exceed six (6) months at any one time.

1. Such leaves of absence may be renewed for an additional period not to exceed six (6) months, only by formal action of the Mayor, with the approval of the governing body.

#### ARTICLE VII

##### UNION ACTIVITIES

A. There shall be no discrimination against any employee because of their Union membership or activities nor shall there be any discrimination in employment because of race, color, creed, age or sex.

B. Bulletin boards on the Employer's premises may be used by the Union.

C. Shop Stewards shall be permitted to handle Union representation matters during working hours without loss of pay up to a maximum of one (1) hour per week. If additional time is required, it is subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

## ARTICLE VIII

### UNION STEWARDS, ENFORCEMENT OF STANDARDS

A. The Union will use its best efforts to secure as Stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer.

B. The Union shall furnish the Employer with a complete list of the Stewards which list shall be supplemented from time to time as necessary.

C. The Union shall enforce the Rules and Regulations of the Employer and through advice, instruction and example, maintain the highest standard of work.

## ARTICLE IX

### HOURS AND OVERTIME

A. The basic work week before overtime shall be forty (40) hours.

B. All hours worked in excess of forty (40) hours per week, eight (8) hours per day, or on a Saturday or a Sunday shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. If Sunday constitutes the seventh (7th) consecutive day of work for the employee, said employee shall be paid double time for all hours worked on that day.

C. All employees shall be entitled to a 30 minute, duty free lunch.

D. If there is any change in the daily or weekly work schedules currently in effect, the Employer shall post advance notice of any such changes.

E. All employees shall shall be granted two, 15 minute breaks, one in the middle of each half of the work day.

ARTICLE X

CALL IN TIME

A. Any employee who is requested by the Borough and must return to work during periods other than his/her regularly scheduled shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked.

ARTICLE XI

SICK LEAVE

A. Employees are entitled to the following sick leave benefits:

(1) No paid sick leave from date of hire through the completion of six (6) months of employment.

(2) Beginning with six (6) months of employment up to three (3) years of employment, the employee shall not be paid for the first two (2) days of each absence due to illness.

(3) From three (3) years of employment up to seven (7) years of employment, the employee will not be paid for the first day of each absence due to illness.

(4) Employees with seven (7) or more years of employment with the Borough will be paid for all absences due to illness.

(5) An employee returning to work after sick leave who has been docked the requisite number of days as set forth above, will not be docked again if he reports out with the same illness before he has completed three (3) full days at work.

(6) If an employee is absent as a result of illness or injury for more than three (3) consecutive days, the Employer will require medical evidence to justify the period of sick leave.

(7) Employees shall be entitled to the sick leave benefits set forth below in the event that an employee is disabled. Disability shall be defined as eight (8) calendar days of continuous absence from employment. When sick leave benefits set forth below are exhausted, an employee must return to work



for a minimum of six (6) months before an employee is eligible to receive sick leave benefits again.

<u>At Least Year</u>	<u>Less Than Years</u>	<u>Full Salary Weeks</u>	<u>One/Half Salary Weeks</u>	<u>Total Weekly Coverage Per Year Weeks</u>
0	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30	and over	20	32	52

## ARTICLE XII

### HOLIDAYS

A. During the term of this Agreement, all employees shall receive the following paid holidays:

- New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Armistice Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Day
- Washington's Birthday

B. All work performed on a holiday shall be compensated at one and one-half (1-1/2) times the employee's hourly rate in addition to holiday pay.

C. Whenever a holiday falls during an employee's vacation, an additional day off will be granted at a later date.

D. If the Employer declares any additional holidays, then the employees covered by this Agreement shall either also be granted the day off or granted comparable time off to be taken at a later date subject to the Employer's approval.

### ARTICLE XIII

#### HEALTH & WELFARE

A. The Employer agrees to continue the existing group medical plan, prescription plan, life insurance, accidental death and dismemberment insurance and weekly income insurance, or its benefit equivalent, for the duration of this agreement for all employees.

### ARTICLE XIV

#### PERSONAL DAYS

A. Effective January 1, 1991, all employees shall be entitled to five (5) personal leave days within each calendar year.

B. No employee shall be required to state a reason when requesting a personal leave day. However, personal days are not to be used in conjunction with vacation.

C. Any personal days not taken within the year, will be paid for in the last pay of each year. Personal days cannot be carried over to the next year.

### ARTICLE XV

#### VACATIONS

A. All employees shall be entitled to an annual vacation, with pay, in accordance with the following schedule:

(1) All employees who have completed one (1) year's continuous service will be eligible for two (2) weeks vacation with pay, and will, thereafter, qualify for two (2) weeks vacation on each succeeding January 1.

(2) Commencing with January 1 of the year in which the fifth (5th) anniversary of service occurs, employees will be eligible for three (3) weeks vacation with pay during that year, and in each year thereafter.

(3) Commencing with January 1 of the year in which the tenth (10th) anniversary of service occurs, employees will be eligible for four (4) weeks vacation with pay during that year, and in each year thereafter.

(4) Commencing with January 1 of the year in which the fifteenth (15th) anniversary of service occurs, employees will be eligible for five (5) weeks vacation with pay during that year, and in each year thereafter.

(5) Commencing with January 1 of the year in which the twentieth (20th) anniversary of service occurs, employees will be eligible for six (6) weeks vacation with pay during that year, and in each year thereafter.

(6) Commencing with January 1 of the year in which the twenty-fifth (25th) anniversary of service occurs, employees will be eligible for seven (7) weeks vacation with pay during that year, and in each year thereafter.

B. In order to exercise seniority preference, vacation requests shall be submitted by the employee to the Highway Administrator by April 1 of each year. Vacation requests submitted after April 1 shall be granted, in accordance with the Department's needs, and in the order in which the request was submitted.

C. Vacations must be taken during the calendar year in which they are earned. However, if an employee is sick or disabled during selected vacation periods, the vacation may be rescheduled prior to December 31 of that year. If the illness or disability carries over to December 31 of that year, unused vacation may be granted up to March 31 of the following year. If an employee's vacation is cancelled and/or denied by the Employer due to work demands in the department, unused vacation may also be granted up to March 31 of the following year.

## ARTICLE XVI

### LONGEVITY

A. All employees shall be entitled to the following longevity payments, payable no later than January 15 for the preceding year:

(1) After completion of three (3) years of service, one (1%) percent of annual pay;

(2) After completion of five (5) years of service, two (2%) percent;

(3) After completion of ten (10) years of service, four (4%) percent;

(4) After completion of fifteen (15) years of service, five (5%) percent;

(5) After completion of twenty (20) years of service, six (6%) percent;

(6) After completion of twenty-five (25) years of service, seven (7%) percent.

B. Entitlement to longevity shall be determined as of December 1 of each year except that employees who terminate their employment during the year shall be entitled to a prorated payment made at the time of termination. Employees who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

## ARTICLE XVII

### BEREAVEMENT LEAVE

A. All employees shall be entitled to bereavement leave of three (3) days (or five (5) days if the death or funeral services occur more than 150 miles from the employee's residence) as a result of a death in the employee's immediate family. "Immediate family" shall include the employee's spouse, child, parent or foster parent, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or personal permanently residing in the employee's household. Reasonable documentation of death may be required by the Employer.

**ARTICLE XVIII**

**SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this agreement shall continue in full force and effect.

**ARTICLE XIX**

**MISCELLANEOUS**

A. The Employer agrees to check off initiation fees and regular Union dues upon presentation to it of a lawful checkoff authorization executed by the employee.

B. The Union shall certify to the Employer, the amount of regular Union dues to be deducted, pursuant to the checkoff authorization.

C. Said deductions shall be made on a weekly basis and remitted to the Union on a monthly basis.

**ARTICLE XX**

**RATES OF PAY**

A. All employees shall receive the following increases in their hourly rates during the term of this agreement.

(1) All employees employed by the Borough of Glassboro shall receive a \$.65 per hour increase effective January 1, 1991.

(2) Effective January 1, 1992 - \$.65 per hour.

(3) Effective January 1, 1993 - \$.65 per hour

B. All employees who are required by the Borough to wear a uniform to work, shall be furnished those uniforms without cost to the employee.

ARTICLE XXI

JURY DUTY

A. Employees shall be given time off without loss of pay when performing jury duty in either the Federal or State Court. If an employee is excused from jury duty by the Court by 12:00 noon, the employee must report back to work for the remainder of his work day.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1991 and shall continue in effect until December 31, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective authorized representatives this 12 day of December, 1990

FOR THE BOROUGH OF GLASSBORO

FOR UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 1360

Donald Bunge  
MAY 10 1990

Mary Ann Schenfelder

Samuel P. Rocco  
SAMUEL P. ROCCO, PRESIDENT

Joseph Rago  
JOSEPH RAGO