

Contract # 765

AGREEMENT
BETWEEN
THE BOROUGH OF NORTH HALEDON

-and-

COUNCIL 52, LOCAL 2274

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

AFL-CIO



JANUARY 1, 1993 - DECEMBER 31, 1995

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ARTICLES OF AGREEMENT

This Agreement made this 29th day of June 1993 by and between the Borough of North Haledon, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" and Council 52, Local 2274 of the American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH THAT: In consideration of the mutual promises, covenants and agreements of the parties, it is hereby agreed as follows:

PREAMBLE

This Agreement entered into by the Borough of North Haledon, hereinafter referred to as the "Employer", and Local 2274 of the American Federation of State, County & Municipal Employees AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RIGHTS

Section 1. Employee Rights

To insure that individual rights of employees in

the Bargaining Unit are not violated, the following shall represent the Employees Bill of Rights:

- a) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- b) An employee shall be entitled to Union representation at each stage of a Disciplinary proceeding in the Union Contract.
- c) No employee shall be required by the Employer to submit to an interrogation after charges have been served unless he or she is afforded an opportunity of having a Union Representative present.
- d) No recording devices of any kind shall be used during such interrogations unless the Union is made aware of the fact prior to such interrogation.
- e) In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- f) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement.

Section 2. Management Rights

It is agreed the management officials retain the right to direct employees, to hire, promote,

transfer, assign, and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including sub-contracting; if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer in situations of emergency, as determined by management, provided that such rights shall not be exercised in violation of other sections of this Agreement. The Union hereby acknowledges that the municipality, being a public agency, is free to use Union or non-Union sub-contractors without interference from the Union, its Officers, or its members.

ARTICLE II

RECOGNITION

Section 1. Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the Department of Public Works for the Purpose of establishing salaries, wages, hours and other conditions of

employment, and for such additional classifications as the parties may later agree to include.

- a) Included are full-time permanent, and probationary employees.
- b) Each employee who, on the effective date of this Agreement, is a member of this Union for the duration of this Agreement.

Section 2. Management Recognition

The Union recognizes that the employer is a public benefit corporation; and that it was created and exists by virtue of statutory enactments; that it is in the nature of a political subdivision; and that its operations are for the public benefit. By reason thereof, the Union acknowledges the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations and in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Employer, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable, shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided, however; that such provisions can be severed from the

Agreement without substantially affecting the whole thereof.

ARTICLE III

DUES AND FEES

The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be recited to the Treasurer of the Union, together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

This authorization shall be irrevocable during the terms of this Agreement. The Union will furnish the Employer with signed authorization assignments from the members of the Bargaining Unit.

ARTICLE IV

NO STRIKE CLAUSE

Section 1. General Statement

It is agreed that during the terms of this Agreement, neither the Union, its Officers, or members shall instigate, call, sanction, condone, or participate in any strikes, slowdowns, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and that there shall be no

lockout of employees by the Employer.

Section 2. Union Responsibility

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Employer, and use every means at its disposal to influence the employees to return to work.

Section 3. Failure to Return to Work.

Any employee failing to report back to work within twenty-four (24) hours of the strike, slow-down, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct, will be subject to discipline by the Employer. Discipline may include loss of seniority or discharge.

ARTICLE V

SALARIES, HOURS OF WORK AND OVERTIME

Section 1. Salary

Retroactive to January 1, 1993 the 1992 pay scale shall be increased by three (3%) percent. Prior to calculating 1993 salaries, the salary for Public Works Foreman shall be adjusted to reflect a 1992 salary of \$32,135., upon which the 3% increase will be added in 1993.

Effective January 1, 1994, the 1993 pay rates shall be increased four (4%) percent across the board.

Effective January 1, 1995, the 1994 pay rates shall be increased four (4%) percent across the board.

Effective January 1, 1993, the starting salary for all new hirees shall be \$20,500. and three additional steps shall be added to the "Salary Guide" as is set forth in appendix "A".

Section 2. Use of Personal Auto

Employees requested to use personal vehicle on business of the Employer shall receive an allowance of 20-cents per mile. Prior written permission is necessary for the use of an employee's personal vehicle.

Section 3. Hours of Work

- a) The work week shall be from Monday to Friday.
- b) The hours of work shall be from 7:00 a.m. to 3:30 p.m. with the Employer having the right to shift the hours of employment.
- c) All employees shall be entitled to a 15 minute break in the A.M. hours of their workday and also entitled to a 45 minute lunch period for each 8 hour work day. There shall be no afternoon break.

Section 4. Overtime

a) Regular Overtime

Time and one-half of the employee's regular rate of pay shall be paid for authorized work over and above eight (8) hours in any given day. Where an employee is called out on an emergency, a minimum of two (2) hours compensation shall be paid.

- a-1) Sunday shall be at a rate of 2 times the regular hourly wage.
- a-2) Double time will be paid to employees called out between the hours of 12 midnight to 7:00 a.m. for those hours up to the start of the regular shift.

b) Compensation for Hours Worked on Holiday

Whenever an employee is required to work on any of the Holidays listed in Article X, they shall be paid

eight (8) hours of pay, at their normal rate for the Holiday (in accordance with Article X, Section I), plus pay at the rate of two (2) times their normal hourly rate for the first eight (8) hours worked on such Holiday. All hours worked on Holidays over the first eight (8) hours shall be paid at the rate of two and one-half (2-1/2) times base pay.

c) Employees called in to work after 3:30 p.m. on Christmas Eve and/or New Year's Eve shall be paid at the rate of two and one-half (2-1/2) times their hourly rate for all hours worked on such days.

ARTICLE VI

LONGEVITY BENEFITS

A longevity plan is hereby established for the benefit of full-time employees on a cumulative basis having the designated minimum years of service as follows:

A. There shall be added to and made a part of the remuneration to each full-time employee an amount equal to:

(1) Two percent (2%) of the salary fixed for each such person upon the completion of four (4) years of cumulative service in and for the Borough of North Haledon.

(2) Four percent (4%) of the salary fixed for each such person upon the completion of eight (8) years of cumulative service in and for the Borough of North Haledon.

(3) Six percent (6%) of the salary fixed for each such person upon the completion of twelve (12) years of cumulative service in and for the Borough of North Haledon.

(4) Eight percent (8%) of the salary fixed for each such person upon the completion of sixteen (16) years of cumulative service in and for the Borough of North Haledon.

(5) Ten percent (10%) of the salary fixed for each such person upon completion of twenty (20) years of cumulative service in and for the Borough of North Haledon.

- B. In computing such periods of cumulative service in and for the Borough of North Haledon, credit for an entire year shall be given to any such employee who shall have served six (6) months or more during the first calendar year of employment; and no credit shall be given to such employee for such service during his first calendar year of of employment if he shall have served less than six (6) months during such first calendar year of employment.

ARTICLE VII

INSURANCE

Effective April 15, 1993, all full time members shall be

entitled to full Medical benefits and Life Insurance coverage as provided by Guardian Life Insurance Company or another carrier who provides substantially equivalent coverage. The above insurance shall be at the sole cost and expense of the employer for all current employees and their dependents.

All employees hired after 1/1/93 shall be provided with the aforementioned insurance coverage for the employee and their spouse only at the sole cost and expense of the employer.

ARTICLE VIII

SENIORITY LAY-OFFS AND RECALL

Section 1. Seniority

a) Seniority is defined as an employee's total length of service with the Employer beginning with his latest date of hire.

b) In case of merit, promotions, demotions, lay-offs, recall, shift assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given first preference. In the event that the employer opts to appoint a less senior employee to the position of Foreman, the appointment will be within the employers sole discretion to do so.

c) If a question arises concerning two or more

employees who are hired on the same date, preference shall be given in alphabetical order of the employee's last name.

d) None of the provisions of the within agreement shall be applicable to any appointments to a statutory position.

Section 2. Probationary Period

New employees shall be subject to a ninety (90) day probationary period, provided; however, that the period may be extended by the Governing Body.

Section 3. Loss of Seniority

a) An employee shall lose his seniority for the following reasons:

1. He quits.
2. He is discharged and the discharge is not reversed.
3. He does not return to work when recalled from layoff as set forth in the recall procedures.
4. He does not return from sick leave or leave of absence.
5. He retires.
6. He instigates, calls, sanctions, condones or participates in any strikes, slowdowns, stoppage of work, boycotts, picketing, or willful interference with production, transportation or distribution.

Section 4. Lay-Off

a) The work "lay-off" means a reduction in working force.

b) Seniority shall prevail in case of lay-off. Senior man shall demote to next appropriate title by division and classification within his respective department.

c) Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of lay-off. The Local Unit Secretary shall receive a list from the Employer of the employees being laid-off on the same date that such notices are issued to the employee.

Section 5. Recall Procedure

a) When the working force is increased after a lay-off, employees will be recalled according to seniority, provided, they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone, except that should no personal contact be made with such employee by telephone for whatever reasons, then the employee shall be sent notice of such recall by certified mail to his last known address.

b) If an employee fails to report for work within ten (10) days from the date of mailing of recall notice and no personal contact has been successfully accom-

omplished by telephone, then he shall be considered a quit.

c) If an employee fails to report as ordered on completion of a telephone notification, then he shall be considered a quit. The telephone order shall be confirmed by certified mail.

d) Recall rights for an employee shall expire six (6) months from date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by certified mail.

Section 6. Seniority Roster

a) The Employer shall maintain an accurate seniority Roster showing each employee's date of hire, rate of pay and classification. Such lists shall be made available to the Unit Secretary by July 1st of each year.

b) The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

ARTICLE IX

SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 - The Union Steward, with the employee,

Step 1 - The Union Steward, with the employee, shall take up the grievance or dispute in writing with the Department Head of the employee within five (5) days of its occurrence. The Department Head shall attempt to adjust the matter and respond in writing to the Union Steward within five (5) working days.

Step 2 - If the grievance is still unsettled, it shall within five (5) working days from receipt of the answer in Step 1 be submitted to the Borough Administrator who shall schedule a meeting within five (5) working days with the Union Steward and the aggrieved. The Borough Administrator or his designee shall forward an answer in writing to the Union Steward and Council 52 AFSCME within five (5) working days from the date of the meeting.

Step 3 - If the grievance has not been settled, it shall be presented, in writing by the Union Steward to the Office of the Mayor within five (5) ^{working} days of receipt of the response of the Borough Administrator. The Office of the Mayor shall respond to the Union Steward, in writing, following the next regular Council meeting.

Step 4 - If the grievance is still unsettled, the Union may, within five (5) ^{working} days after the receipt of a response from the Office of the Mayor, by written notice to the Employer request mediation, with no loss of work to the employee.

Step 5 - If the dispute is not settled through the

grievance procedure, there shall be arbitration if agreed to by all of the parties.

Section 2. Matters Relating to the Grievance Procedure

a) It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.

b) The Union shall notify the Employer, in writing, of the name of its employees who are designated by the Union to represent employees under the grievance procedure. Employees designated by the Union will be permitted to confer with other Union representatives, employees and with Employer representatives regarding matters of difference during working hours without loss of pay by agreement with his immediate superior.

c) Representatives of the Union who are not employees of the Employer will be permitted to visit with the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as the municipality's work does not suffer any undue delay. Such representatives shall also be recognized by the Employer as authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall report to the employee's supervisor prior to meeting with the employees.

d) The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any such right by the Employer shall not be subject to the grievance procedure of this Agreement.

e) The time limits in the procedure may be extended by mutual agreement, in writing.

f) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

g) In the case of a group, policy, or organizational type grievance; the grievance may be submitted directly to the Department Head by the Union.

h) In the event any matter set forth in this section should be in conflict with P.E.R.C. Law, P.E.R.C. shall prevail.

ARTICLE X

HOLIDAYS

(See Article V, Section 4B and 4C for compensation relating to hours worked on Holidays.)

Section 1 - The following are recognized holidays for the purpose of this Agreement, for which Union employees shall receive a day's pay:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day

Memorial Day

Day After Thanksgiving

Christmas Day

Section 2 - Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 3 - Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Section 4 - Sick days next preceding or next following a vacation period or holiday must be substantiated by a doctor's certificate in order that an employee may receive the sick leave benefits.

ARTICLE XI

VACATIONS

Section 1. General Vacation Allowance

Employees shall be entitled to accrued vacation with pay as follows:

6 months, but less than one year	5 days
1 year, but less than five years	10 days
5 years, but less than ten years	15 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days

15 years and over

20 days

ARTICLE XII

SICK LEAVE

Section 1. Sick Leave

Each employee shall be entitled to fifteen (15) days of sick leave in each calendar year for actual sickness or disability.

Section 2. Cumulative Sick Leave

When an employee does not use all his sick leave, the same shall be cumulative to a maximum of fifteen (15) days for each calendar year and may be used only for actual sickness or disability.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. Jury Duty

An employee who is called for grand jury or petit jury shall be granted paid leave for such period as required for such duty; less any compensation received for such service.

Section 2. Union Duty

The Employer will grant time necessary for the conduction of Chapter Business as required for the following Union Officials providing, however; such absence from his duties does not adversely affect the Borough operation and permission has been granted by his Supervisor: Chairman, Secretary, Shop Stewards, Safety Committee Chairman. Maximum six (6) days per year for two men, if necessary.

Section 4. Bereavement Leave

In the event of a death in the employee's immediate family (mother, father, son, daughter, wife, husband) or the death of a relative who resides with the employee, the Department Head may grant the employee three (3) days' leave of absence with pay if deemed necessary. In the event of a death in the employee's close family, the Department Head may grant the employee one (1) day's leave of absence with pay if deemed necessary. One day leave to attend the funeral of secondary members of the family (i.e.) mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grand-parents-in-law; who are not members of the immediate family.

Section 5. Personal Leave

Employees shall be entitled to three (3) personal

leave days noncumulative between January 1st and December 31st to be used whenever necessary to conduct personal business or attend to personal problems. These days are not in any manner to be construed to be additional vacation or holiday time and cannot be taken in conjunction with holidays and/or vacation time off. Arrangements for such leave shall be made by employees with the Superintendent of Public Works at least forty-eight (48) hours in advance and the Superintendent of Public Works shall make the final determination as to the granting of personal leave days. Such leave shall be granted without loss of pay and shall not be deducted from vacation or other leave.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

Section 1. General

A full-time employee may be granted leave without pay for a period of not exceeding one (1) month during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the Borough when recommended by the Department Superintendent and approved by the Mayor and Council. Applications for leave without pay must be submitted at least one (1) month in advance, in writing, to the employee's Department Head showing the employee's reason for requesting such leave and must contain a statement that he intends to return to the Borough service.

ARTICLE XV

MILITARY LEAVE

Section 1. National Guard Duty

An employee, who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods shall be compensated in accordance with the provision of statute.

Section 2. Active Duty

When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (6) days following his honorable discharge from such service.

ARTICLE XVI

SAFETY AND HEALTH

Section 1. Borough Responsibility

The Employer shall at all times endeavor to maintain safe and healthful working conditions and provide employees with tools or devices to promote safety and health of said employees.

Section 2. Committee

The Employer and the Union shall designate a safety committee member.

Section 3. Committee Responsibility

It shall be their joint responsibility to investigate and recommend a correction of unsafe and unhealthy conditions. They shall meet, as necessary, to review conditions. The determination as to the number, extent and need for any such tools or devices shall be within the discretion of the Safety Committee and Borough Insurance Company's Representative.

Section 4. Use of Safety Equipment

Any employee failing to use safety equipment provided will be subjected to disciplinary action.

Section 5. Hazardous Conditions

If it is required by the Department of Public Works Superintendent to dispatch a single truck for road sanding purposes during a snowy or icy conditions, then two (2) men shall be called upon to man said vehicle.

ARTICLE XVII

WORK UNIFORMS AND TOOLS

Section 1. - The Borough of North Haledon will supply special clothing as deemed necessary by the Employer. The employer will provide uniforms to all members of the bargaining unit at its sole expense and cost. All costs and expenses associated

at the sole cost and expense of the employee. The employer will replace tools and equipment which the employee provides for the performance of his duties where the employer regards the tools as being necessary.

Section 2 - During each year of this contract, a total allowance of \$175.00 for necessary footwear will be permitted. The Employer will provide a list of the employees entitled to this benefit to a retailer (agreed upon to by both parties).

The Employer will arrange with the retailer/distributor to be billed directly by and to pay directly to said retailer/distributor upon an eligible employee availing him/herself of this benefit. In addition, each employee shall receive one (1) work jacket per year.

ARTICLE XVIII

EQUAL TREATMENT

The employee agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

ARTICLE XIX

UNION BULLETIN BOARDS

Bulletin Boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

ARTICLE XX

WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

ARTICLE XXI

PRIOR BENEFITS

Any benefits presently enjoyed by employees subject to this Agreement which are not specifically mentioned herein shall be continued during the term thereof, subject to provisions of applicable law.

ARTICLE XXII

MEETINGS

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern; matters which are not necessarily a grievance, as such. The purpose of the meetings shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

ARTICLE XXIII

TERMINATION

job This agreement shall terminate as of December 31, 1995.

JANUARY 1, 1993
EXISTING EMPLOYEES
APPENDIX "A" SALARY GUIDE

Effective 1/1/93

Public Works Foreman	\$33,099.00
Public Works Auto Mechanic	33,092.00
Public Works Mechanic, 4th Yr.	30,313.00
Public Works Mechanic, 3rd Yr.	29,613.00
Public Works Mechanic, 2nd Yr.	28,826.00
Public Works Mechanic, 1st Yr.	28,213.00
Public Works Mechanic, Probationary	24,878.00

Effective 1/1/94

Public Works Foreman	\$34,423.00
Public Works Auto Mechanic	34,416.00
Public Works Mechanic, 4th Yr.	31,526.00
Public Works Mechanic, 3rd Yr.	30,798.00
Public Works Mechanic, 2nd Yr.	29,979.00
Public Works Mechanic, 1st Yr.	29,342.00
Public Works Mechanic, Probationary	25,873.00

Effective 1/1/95

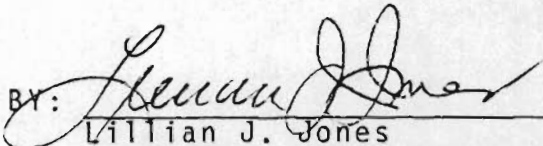
Public Works Foreman	\$35,800.00
Public Works Auto Mechanic	35,793.00
Public Works Mechanic, 4th Yr.	32,787.00
Public Works Mechanic, 3rd Yr.	32,030.00
Public Works Mechanic, 2nd Yr.	31,178.00
Public Works Mechanic, 1st Yr.	30,516.00
Public Works Mechanic, Probationary	26,908.00


APPENDIX "A" SALARY GUIDE

POST 1/1/93 HIREES

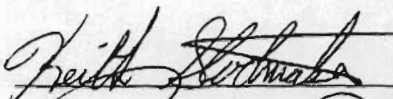
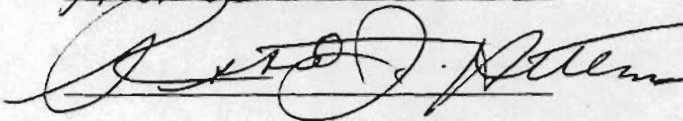
	<u>1993</u>	<u>1994</u>	<u>1995</u>
Foreman	\$33,099.	\$34,423.	\$35,800.
Auto Mechanic	33,092.	34,416.	35,793.
Mechanic 7th Yr.	30,313.	31,526.	32,787.
" 6th Yr.	29,613.	30,798.	32,030.
" 5th Yr.	28,826.	29,979.	31,178.
" 4th Yr.	28,213.	29,342.	30,515.
" 3rd Yr.	24,878.	25,873.	26,908.
" 2nd Yr.	23,420.	24,357.	25,331.
" 1st Yr.	21,960.	22,838.	23,752.
" Probationary	20,500.	21,320.	22,173.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals at North Haledon, New Jersey, on this
day of 29th JUNE, 1993.

BY: 
Lillian J. Jones
Staff Representative
Local 2274 of the American
Federation of State, County
and Municipal Employees AFL
CIO-Council 52

BY: 
Renate Lampe
Mayor, Borough of
North Haledon

ATTEST:

ATTEST:

