

6-0437

02-26

THIS DOES NOT  
CIRCULATE

AGREEMENT

Between

BOROUGH OF HAWORTH

and

HAWORTH MUNICIPAL EMPLOYEES GROUP

January 1, 1978 through December 31, 1979

LIBRARY  
Institute of Management and  
Labor Relations

SEP 18 1978

RUTGERS UNIVERSITY

THIS AGREEMENT made and entered into in Haworth, New Jersey,  
on \_\_\_\_\_, 1978.

by and between the Borough of Haworth, herein Borough, and Haworth  
Municipal Employees Group, herein Group, represents the full agree-  
ment of the parties on all issues.

Article 1. SCOPE. Nothing contained in this agreement alters  
the authority of the Borough as provided by law, ordinance or reso-  
lution, not does it alter the rights of any member of the Group as  
provided by law, ordinance or resolution.

Article II. RECOGNITION. The Borough recognizes the Group  
as the bargaining agent for all employees in the Group for the term  
of this agreement, as listed in Schedule A, annexed.

Article III. VACATIONS AND HOLIDAYS. The provisions of the  
existing Borough ordinance shall govern rights to vacations and  
holidays.

Article IV. LEAVES OF ABSENCE. The provisions of the exist-  
ing Borough ordinance shall govern rights to leaves of absences for  
all reasons.

Article V. HOURS OF WORK. Existing hours of work and schedules  
shall be continued. Borough offices shall be open between the hours  
of 9.00 A.M. and 3.00 P.M. each business day. Department of Public  
Works personnel will be expected to work an eight hour day, 40 hour  
week, for base pay purposes, and shall be paid overtime as provided  
by ordinance.

Article VI. COMPENSATION.

Compensation for each member of the Group shall be as stated in Schedule A, attached. Longevity shall continue as provided in the existing ordinance of the Borough.

Article VII. CLOTHING ALLOWANCE FOR D.P.W. EMPLOYEES.

Each employee in the Department of Public Works shall receive a clothing allowance of \$125.00 per year, to be expended by said employee to maintain a presentable uniform as described in Schedule B attached.

Article VIII. "STAND-BY" BY D.P.W. EMPLOYEES.

2 Employees of the Department of Public Works shall be available for employment by the department on each weekend and shall be compensated for making themselves available at the rate of \$15.00 per day. If employment is required during a weekend, stand-by pay will not be paid; however, each employee called to work will be guaranteed no less than \$15.00 overtime for the particular day worked.

Article IX. HOLIDAYS. Existing holidays shall be maintained as provided by ordinance, with the exception that General Election Day shall not be a holiday for office and library employees, and in lieu thereof, the Friday after Thanksgiving shall be a holiday.

Article X. GRIEVANCE PROCEDURE.(A) A grievance, defined as any dispute as to the meaning of this agreement, compensation, hours of work or conditions of employment must be brought to the attention of an employee's immediate supervisor within 5 working days of the inception thereof. Said supervisor shall respond thereto in writing to the employee within 5 working days. A

A statement of the occurrence shall be filed by the supervisor with the Borough Clerk and the Group.

(B). Should further review be sought by the employee, he shall reduce the grievance to writing and submit the same to the Department Supervisor within 5 days of the receipt of his immediate supervisor's response under (A) above.

(C). The Department Supervisor shall hear the grievant and receive evidence within 5 working days of receipt of the grievance and shall determine departmental action on the grievance within 5 working days of the hearing by a writing submitted to the employee and the Group. In the case of absence of the Department Supervisor, the Borough Administrator shall act in his stead.

(D). Should further review be sought by the employee, he shall appeal in writing to the Haworth governing body within 5 working days of the receipt of the departmental determination. The entire record of the grievance shall be submitted to the governing body. The governing body may make its determination upon the existing record or may have a hearing thereon by an appropriate Council Committee or the entire governing body. A hearing shall be scheduled to be held within 10 working days of the date of the submission of the appeal to them. A resolution of the governing body shall be the final Borough action. Lack of such resolution within 14 workings days of any hearing or submission of an appeal without a hearing, whichever shall be later, shall be deemed an acceptance and approval of the departmental determination.

(E). Should further review be sought by the grievant then such employee shall have the right to review by plenary

hearing in the court of competent jurisdiction.

(F). Time limits provided for may be altered by an agreement of the Group, the grievant and the representative of the Borough involved to make a determination.

(G). The parties agree that each shall provide to the other, upon written request, relevant documents concerning any grievance.

(H). Any member of the Group and any employee represented by the Group participating in a grievance procedure during normal working hours shall suffer no loss in pay or benefits.

(I). The foregoing procedure which may be initiated by either party hereto, or by any individual employee, shall be the sole and exclusive means of resolving grievances.

ARTICLE XI. AVAILABILITY OF AGREEMENT. Copies of this agreement shall be made available to each member of the Group when fully executed by the Borough.

ARTICLE XII. IMPLEMENTATION OF AGREEMENT. Any provision of this agreement requiring the adoption of an ordinance to become effective shall only take effect upon said adoption as required by law and the Borough agrees to introduce the necessary ordinances for adoption.

ARTICLE XIII. TERM OF AGREEMENT. This agreement shall be for the term of January 1, 1978 to December 31, 1979, and the parties hereto agree to commence negotiations for any new agreement effective after December 31, 1979, not later than November 1, 1979.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers as of the date first above written.

HAWORTH MUNICIPAL EMPLOYEES GROUP

BOROUGH OF HAWORTH

By:

John Flaherty

By:

Herbert J. Guermana

SCHEDULE A.

	<u>1978</u>	<u>1979</u>
Deputy Borough Clerk Jessie Baum	\$8085.	\$8085.
Clerk of the Municipal Court Jessie Baum	\$3888.	\$3888.

Department of Public Works

Foreman: Peter Miller	\$15,448.	\$15,448.
Heavy Duty Operator: R. Amelung	14,166.	14,166.
Driver-Laborers:		
Jack Flaherty (top pay)	\$13,653.	\$13,653.
A. Brewster	13,653.	13,653.
R. Bennett	13,653.	13,653.
G. Bauer	13,653.	13,653.
V. Shevlin	13,653.	13,653.
W. Fyfe	8,850.	9,811.

School Crossing Guards

\$3.85 Per Hour

Library Assistants

Helen Fyfe	\$ 3927.	\$3927.
Helen Rafferty	3927.	3927.

SCHEDULE B

Presentable work clothes shall be as uniform as possible and of a blue color.