

3-0437

AGREEMENT

Between

BOROUGH OF HAWORTH, Borough of

and

HAWORTH MUNICIPAL EMPLOYEES GROUP

for the period

January 1, 1982 through December 31, 1983

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THIS AGREEMENT made and entered into in Haworth, New Jersey on *December 8*, 1981 by and between the Borough of Haworth, herein Borough, and the Haworth Municipal Employees Group, herein Group, represents the full agreement of the parties on all issues negotiable.

Article I. SCOPE. Nothing contained in this agreement alters the authority of the Borough as provided by law, ordinance or resolution, nor 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. VACATION AND HOLIDAYS. The provisions of the existing Borough ordinance shall govern rights to vacations and holidays, with the exception that election day shall be eliminated as a holiday and in lieu thereof the Friday after Thanksgiving shall be substituted as a holiday.

Article IV. LEAVES OF ABSENCE. The provisions of the existing Borough ordinance shall govern rights to leaves of absence for all reasons with the addition that each employee shall have the right to 2 days off per year at a time arranged with the employee's department head.

Article V. HOURS OF WORK. Existing hours of work shall be continued. Borough offices shall be open to the public between the hours of 9:00 am and 3:00 pm prevailing time each business day. Employees in the Department of Public Works shall work an 8 hours day, 40 hour week, for base pay and shall be paid

overtime as provided by ordinance.

Article VI. COMPENSATION. Base annual pay for members of the Group shall be as stated in Schedule A, attached. Each employee shall receive in addition to his base pay additional compensation annually determined by the length of service as a Borough employee as follows: 1% of the annual base pay after completion of 4 years of service commencing on the employees anniversary date. Commencing at the start of the 6th year of service each employee shall be paid an additional $\frac{1}{4}$ % for each year of completed service thereafter to a maximum of 7%. Upon retirement a cash payment shall be made to each employee. This payment shall be a sum equal to the current base daily salary times $\frac{1}{2}$ the number of accumulated sick days of that employee to a maximum payment not to exceed 50 days.

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

Each employee in the Public Works Department shall receive a clothing allowance of \$150.00 per year to be expended by each employee to maintain a presentable uniform as described in Schedule B, attached. This clothing allowance shall be distributed as follows: \$75.00 to each D.P.W. employee on June 15th and \$75.00 on December 15th of each year. Each employee in the Public Works Department shall receive a shoe allowance by voucher of \$80.00 in 1982 and \$90.00 in 1983 to be expended for work shoes.

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

One employee in the Public Works Department shall be available for employment by the department on each weekend and on each holiday described in Article III and shall be compensated therefore at the rate of \$15.00 per day. Should employment be required during such time, stand-by pay shall not be paid; but each employee called to work will be paid no less than \$15.00 overtime for the particular day employed.

Article IX. OVERTIME BANK. a. An option of time or money for overtime lies with employee except during leaf season (October 15th to end of year) when only cash settlement for overtime is to be made.

b. The amount of time (in days or hours) and when time off is taken to be determined by agreement between Superintendent and employee.

c. At the end of the year all time remaining in the bank is to be paid in cash at normal overtime payment rates.

Article X. GRIEVANCE PROCEDURE.

A. A grievance, defined as a 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 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, the employee 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 working 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 a 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 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.

Article XII. IMPLEMENTATION OF AGREEMENT. Any provision of this agreement requiring the adoption of an ordinance to become effective shall take effect only 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, 1982 to December 31, 1983 and the parties hereto agree to commence negotiations for any new agreement effective after December 31, 1983 not later than November 1, 1983.

IN WITNESS WHEREOF, the parties hereto 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:

George P. Bauer

By:

[Handwritten Signature]

SCHEDULE A

All employees covered by this agreement will receive an 8% increase in salary for the year 1982 and 7% for the year 1983.

	<u>1982</u>	<u>1983</u>
Deputy Borough Clerk, Jessie Baum	\$10,176.00	\$10,888.00
Clerk of the Municipal Court, Jessie Baum	4,893.00	5,236.00
 <u>Library Assistants</u>		
Helen Rafferty	\$ 4,942.00	\$ 5,288.00
Edith Egan	3,931.00	4,206.00
 <u>Department of Public Works</u>		
Starting and During First Year	\$11,138.00	\$11,918.00
Second Year	12,347.00	13,212.00
Third Year	13,556.00	14,505.00
Fourth Year	14,766.00	15,799.00
Fifth Year	15,975.00	17,093.00
Beginning of Sixth Year and thereafter	17,184.00	18,387.00

Part Time Workers - \$4.00 per hour

SCHEDULE B.

Presentable work clothes shall be as uniform as possible and of a blue color, such uniforms to be supplied by the employees.