

Contract no. 703

BOROUGH OF ELMWOOD PARK
DEPARTMENT OF PUBLIC WORKS

Salary Contract

1991 - thru 1993

AGREEMENT

THIS AGREEMENT, made the first day of January 1991, by and between the Borough of Elmwood Park, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter, the "Borough", and DPW Working Men's Association, hereinafter "Employees".

WITNESSETH

That the parties have agreed to the following terms and conditions affecting rates of pay and terms and conditions of employment as follows:

ARTICLE I
RECOGNITION OF BARGAINING UNIT EMPLOYEES

SECTION I - CERTIFICATION - COMPOSITION OF UNIT

The "Bargaining Unit" consisting of Joseph Tesoriere and John Stankiewicz has been designated as the exclusive bargaining agents for the "DPW Working Men's Association" or "Employees". The following individuals are included as "Employees".

<u>EMPLOYEES</u>	<u>DATE OF HIRE</u>	<u>TITLE</u>
Joseph Tesoriere	10/03/78	Water Meter Reader/ Repairman
Louis Squillaci	09/22/81	Laborer
Thomas DiStanislao	10/13/81	Laborer
John Stankiewicz	10/19/81	Public Works Repairman
Jeffrey Young	04/19/83	Laborer
Robert Nelson	02/03/84	Public Works Repairman
Anthony D'Arco	01/04/85	Laborer
Vincenzo Gerardi	04/07/86	Laborer
Donald Leider	04/07/86	Laborer
Dean Sistar	12/01/86	Laborer
Brian Thornton	12/01/86	Laborer
David DeCiuceis	12/01/86	Laborer
Scott Karcz	01/05/87	Laborer
Joseph Tyburczy	06/20/88	Mechanic <i>part 7.</i>
David Kerstner	05/08/72	Laborer
Albert Ruth	05/03/85	Laborer
Dale Fava	05/11/87	Laborer
Robert Krejci	05/11/87	Laborer

The employees covered, herein shall consist of all Employees of the Department of Public Works of the Borough of Elmwood Park excluding the Department of Public Works Superintendent and Building & Grounds Supervisor.

ARTICLE II
WORK WEEK AND HOURS OF EMPLOYMENT

SECTION I - WORK WEEK

The work week shall consist of five (5) days, forty (40) hours, Monday to Friday.

SECTION II - HOURS OF EMPLOYMENT

The hours of work shall be from 7:30 a.m. to 4:00 p.m. The employees shall be entitled to one half hour for lunch, from 12:00 p.m. to 12:30 p.m. The employees shall also be entitled to two (2) rest periods of fifteen (15) minutes per work day, commencing at 9:30 a.m. and 2:30 p.m.

SECTION III - PAY DAYS

Employees shall be compensated on a biweekly basis at the end of a normal two (2) week period or ten (10) day work period. There shall be twenty six (26) pay days per year. Pay day shall fall on every other Tuesday, unless designated by the Borough Clerk.

ARTICLE III
OVERTIME AND REPORTING PAY

SECTION I - OVERTIME

(a) An employee shall be compensated at the rate of one and one half (1 1/2) time his regular hourly rate for all hours worked in excess of forty (40) hours during any five (5) day work week and for work performed on other days not included in the employee's regular work week; and employee shall be compensated at the rate of one and one half (1 1/2) times his regular hourly rate for working on Sundays or Holidays as hereinafter set forth. Holidays and sick days shall be included in the computation of the regular work week for overtime purposes.

(b) Overtime shall be equitably assigned to the employees who are available and have the ability to perform work.

SECTION II - "MAN OF THE WEEK"

In the event that an employee is designated "Man of the Week", he shall receive in addition to his regular salary for that week the sum of \$50.00 together with compensation of two (2) hours at the rate of one and one half (1 1/2) times his regular hourly rate for two (2) hours worked on Saturday. The "Man of the Week" shall have the right to trade or forfeit his ability to perform the work. The "Man of the Week" shall have the right to designate anyone he wishes to work if called out. The "Man of the Week" on New Years Day, Thanksgiving Day and Christmas Day shall receive an additional day's pay in addition to his normal rate of pay for that day.

SECTION III - REPORTING PAY

Employees called out in emergency situations shall be credited with a minimum of three (3) hours compensation at the rate set forth in Article III, Section I, herein but in no event shall an employee receive compensation at said rate for less than the actual hours worked. This section shall apply to any employee called out in emergency situations including the "Man of the Week".

ARTICLE IV

SECTION I - RATES OF PAY

Any employee who is employed by the Borough of Elmwood Park as of January 1, 1991, shall receive the following salary:

WATER METER READER/REPAIRER, PUBLIC WORKS REPAIRER

1991 - \$32,535.00 PAYABLE COMMENCING 1-1-91

1992 - \$34,935.00 PAYABLE COMMENCING 1-1-92

1993 - \$37,335.00 PAYABLE COMMENCING 1-1-93

MECHANIC, LABORER

1991 - \$31,535.00 PAYABLE COMMENCING 1-1-91

1992 - \$33,735.00 PAYABLE COMMENCING 1-1-92

1993 - \$35,935.00 PAYABLE COMMENCING 1-1-93

Any employee who shall be hired after January 1, 1991, and prior to January 1, 1992, shall receive the following salary of \$22,500.00 payable, commencing on the date of their employment pro rated from date of employment to the last day of the year, said employee shall receive a salary increase in 1992 in the sum of \$2,200.00 and in 1993 in the sum of \$2,200.00.

Any employee who shall be hired after January 1, 1992, and prior to January 1, 1993, shall receive the following salary of \$22,500.00 payable commencing on the date of their employment pro rated from date of employment to the last day of the year said

employee shall receive a salary increase in the sum of \$2,200.00 in 1993.

Any employee who shall be hired after January 1, 1993, and prior to January 1, 1994, shall receive the following salary of \$22,500.00 payable, commencing on the date of their employment pro rated from date of employment to the last day of the year.

SECTION II - LONGEVITY

In addition to any employee's annual salary, he shall be entitled to a longevity payment in accordance with the following table:

REGULAR EMPLOYEES

3 to 5 years of service.	1%
6 to 8 years of service.	2%
9 to 11 years of service	3%
12 to 14 years of service.	4%
15 to 20 years of service.	5%
21 to 23 years of service.	6%
<i>per.</i> 24 years of service and over	8%

Longevity payments shall be included or considered in any overtime calculations or for pension purposes.

SECTION III - HOLIDAY DURING VACATION OR WHILE ON SICK LEAVE

In the event an official holiday falls during an employee's vacation, he shall be entitled to an additional vacation day. If an official holiday shall occur while an employee is on sick leave, the holiday shall not be charged against his sick leave and shall be observed in lieu of sick day.

SECTION IV - WORK PERFORMED ON HOLIDAYS

An employee shall be entitled to holiday pay plus one and one half (1 1/2) times his regular rate for an officially observed holiday on which he is required to work, except when requested by Workman's Association to exchange with regular working day.

SECTION V - PERSONAL DAYS

An employee shall be entitled to designate one day per year as a personal day for which he will be compensated at his

regular rate of pay and one which he will not be required to work, said day being the equivalent of holiday. If an employee shall give forty eight (48) hours notice to the Borough of his designation of a day as his personal day, he shall be permitted to use that day as such.

SECTION VI - CLOTHING ALLOWANCE

Each employee shall receive a clothing allowance as follows: for the year 1991, \$400.00; for the year 1992, \$400.00; for the year 1993, \$400.00. Said clothing allowance shall be paid on or before May 1st of each calendar year.

SECTION VII - TEMPORARY TRANSFER

The Borough shall have the right to assign an employee to work at another classification on a temporary basis without changing the employee's permanent classification. Any employee who is transferred temporarily under this section to a higher classification for ten (10) consecutive work days, shall be compensated thereafter at the rate of pay for said higher classification while working thereunder. An employee who is transferred temporarily to a lower classification, shall be continued to be compensated at the rate of pay for his permanent higher classification. No employee shall be transferred to a lower classification for more than ten (10) consecutive work days.

SECTION VIII - JOB CLASSIFICATION

Attached hereto are job classifications applicable to the "DPW Working Men's Association".

ARTICLE V
HOLIDAYS

SECTION I - DAYS OBSERVED AS HOLIDAYS

DPW Working Men's Association employees shall receive as "Holiday Pay" eight (8) hours pay at their regular rate for all holidays listed below. The following days shall be the officially observed holidays:

- | | |
|------------------------|------------------------|
| New Years Day | Columbus Day |
| Martin Luther King Day | Election Day |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | 1 Personal Day |
| Labor Day | |

SECTION II - SUBSTITUTE HOLIDAY OBSERVANCE

In the event that any of the above holidays fall on a Sunday, it shall be observed on the following Monday. In the event any of the above holidays fall on a Saturday, it shall be observed on the preceding Friday. Holidays observed on a Friday or a Monday, shall be compensated as set forth herein.

ARTICLE VI
VACATIONS

SECTION I - QUALIFICATION FOR VACATION

An employee shall be entitled to vacation days on a calendar year bases as follows:

- per.*
- 1 thru 5 years of service.....12 days annually
 - Completion of the 5th year to 10 years of service.....
 - 12 working days plus one working day per year up to seven-
teen working days
 - Completion of 10 years of service....21 working days annual
 - Completion of 12 years of service....22 working days annual
 - Completion of 14 years of service....23 working days annual
 - Completion of 16 years of service....24 working days annual
 - Completion of 18 years of service....25 working days annual
 - Completion of 20 years of service and thereafter.....
 -30 working days annual

SECTION II

The present practice of qualifying for vacation shall continue. An employee shall be permitted to take his vacation time during the period of April 1st through October 31st. Prior approval for any deviation from this shall be obtained from the Superintendent. Notice to the Superintendent of two (2) weeks shall be required if the employee requests more than two (2) consecutive days of vacation.

Vacation may be accumulated from one (1) year to the next year, but in no case shall an employee be permitted to carry over more than one (1) year to allotment of vacation days.

ARTICLE VII LEAVE OF ABSENCE AND SICK LEAVE

SECTION I - DEATH IN IMMEDIATE FAMILY

The Borough shall grant up to five (5) work days leave to an employee with straight time pay for the purpose of attending the funeral and burial of a member of the employee's immediate family. An employee's immediate family shall include his only spouse, child, parent, brother, sister, mother-in-law, father-in-law, step child, brother-in-law, sister-in-law, or such other relatives residing with the employee at the time of his or her death.

SECTION II - GENERAL LEAVE OF ABSENCE WITHOUT PAY

A DPW Working Men's Association employee may apply to the Mayor and Council in writing for a leave of absence without pay for a period not to exceed six (6) months (which may be extended thereafter for an additional six (6) month period at the discretion of the Mayor and Council) for convalescent purposes resulting from illness where the employee has exhausted his accumulative sick and

vacation leave, or for other good and sufficient personal reasons requiring such leave other than illness, where his vacation leave has been exhausted. The Mayor and Council shall act promptly upon the request and provide an explanation for any denial thereof, which denial shall not be unreasonable.

SECTION III - TIME OF APPLICATION

All applications for leave shall be made whenever possible, well in advance of the time leave is intended to commence so that the Borough may make arrangements with respect to the performance of the employee's job operation during the leave. Except for sick leave or death leave, applications for leave of absence shall be made in the form prescribed by the Borough.

SECTION IV - SICK LEAVE

An employee shall be entitled to fifteen (15) days off with pay during each calendar year of his employment with the Borough for sick leave. The sick leave so provided is to be solely utilized when the employee becomes so incapacitated by sickness or injury that he is unable to perform the functions of this classification, or is quarantined by a physician as the result of exposure to a contagious disease.

Sick leave benefits not used during the calendar year may be accumulated for actual use as sick leave during employment without limitation. The employee shall receive one half (1/2) of accumulated sick benefits up to a maximum of sixty (60) days upon separation from employment for retirement by payment in one lump sum immediately after the employee's termination or retirement.

All employees hired after January 1, 1991, shall not be entitled to the benefits contained in Paragraph 2, Section IV of Article VII.

ARTICLE VIII
TERMINAL LEAVE

All employees that desire to enter into retirement shall receive terminal leave immediately prior to said retirement providing said employee notifies the Borough prior to February 15th of the year he intends to retire. P.E.R.S. will then be notified and the retirement application of the employees will be processed. Such leave shall be compensated at the following rate:

1 - 7 years.	1 month
8 - 14 years	2 months
15 - 21 years.	3 months
22 years and over.	4 months

In addition to the leave granted above, each employee shall receive remuneration for one half (1/2) of all accumulated sick days from January 1, 1962, immediately prior to retirement to each employee with a maximum accumulation of sixty (60) working days.

Each employee shall receive his terminal leave payment as a lump sum payment on the last day of the performance of duty before the commencement of his terminal leave.

All employees hired after January 1, 1991, shall receive the following terminal leave:

After 10 years of service.	1 month
After 20 years of service.	2 months

Each employee shall receive his terminal leave payment as a lump sum payment of the last day of the performance of duty before the commencement of his terminal leave.

ARTICLE IX
HEALTH & SAFETY

SECTION I - SAFETY AND HEALTH COMMITTEE

The parties hereto recognize the importance of safety provisions for the welfare of the Public Works Department employee and the protection of Borough property do hereby establish for the duration of this contract, a "Safety and Health Committee". The said committee shall consist of one employee (not a member of the Bargaining Unit) appointed by the Mayor and Council (and approved by the Bargaining Unit). The committee shall investigate, discuss and submit recommendations to management calculated to relieve any unsafe or unhealthy conditions that may exist and to promote the effective maintenance and protection of the Borough property. Upon submission of the recommendations to the Mayor and Council, the Borough agrees to give fair and reasonable consideration to the same, and to make a reasonable effort to improve any dangerous or unhealthy conditions which it may find to exist. The safety committee shall also make recommendations to management concerning the adoption of safety rules, which when adopted by the Borough, shall be observed by the Public Works Department employees.

SECTION II - PHYSICAL EXAM

All new employees hired by the Borough shall receive a complete physical examination at no cost to them.

SECTION III - MEDICAL COVERAGE

The Borough shall contract with an insurance carrier to provide for the employees Blue Cross/Blue Shield coverage including Rider J and Major Medical coverage. The Borough agrees that when an employee retires, pursuant to the present retirement schedule as established by the Borough, the Borough will continue to provide such Blue Cross/Blue Shield, Rider J, and Major Medical coverage for said retiree and/or his spouse, for life, providing he has 25 years of service in the P.E.R.S., in accordance with Chapter 11 of the State of New Jersey.

SECTION IV - INSURANCE

All insurance policies, or their equivalent, which existed on December 1, 1990, shall be continued in full force and in effect during the term of this Agreement.

Each employee covered under this Agreement shall be enrolled in a Dental Prescription Plan to become effective upon the execution of this contract.

The parties agree to reopen negotiations solely as to the issues of the enrollment of all DPW employees in a Drug Prescription Insurance Program, the premiums for which shall be paid by the Borough. Said negotiations shall be reopened for the period commencing January 1, 1988.

SECTION V - EYE CARE

Each employee covered herein shall be entitled, upon presentation of a voucher, to reimbursement for eye care expenses on the following basis: \$125.00 (employee and/or family).

The parties understand and agree that in the event an eye care program is improved for other Borough employees, then this contract shall be reopened for purposes of negotiations between the parties of this Agreement as to this particular benefit.

ARTICLE X GRIEVANCE PROCEDURE

SECTION I - PURPOSE

The purpose of the grievance procedure shall be to settle all grievances between the Borough and the DPW Working Men's Association employees, as quickly as possible, so as to insure efficiency and promote the employee morale.

SECTION II - DEFINITION OF GRIEVANCE

A grievance is defined as any disagreement between the Borough and the DPW Working Men's Association, Employees or the Bargaining Unit, involving the interpretation, application or violation of policies, agreements and administration decisions affecting them.

SECTION III - PROCESSING GRIEVANCE

All grievances shall be processed as follows:

(a) They shall be discussed with the employee and/or the employees involved and the Bargaining Unit with the immediate superior, designated by the Superintendent. The answer shall be made within three (3) days by such immediate superior, to the Bargaining Unit.

(b) If the grievances are not settled through Step (a), the same shall be reduced to writing by the DPW Working Men's Association and/or employees and submitted to the Superintendent, or any person designated by him and the answer shall be made in writing with a copy of the DPW Working Men's Association and/or employees within five (5) days of their submission.

(c) If the grievances are not settled by Steps (a) and (b), then the DPW Working Men's Association and/or employees shall have the right to submit such grievance to the Councilman serving as the Department of Public Works Committee Chairman. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after their submission.

(d) If the grievance is not settled through Steps (a), (b) and (c), then the aggrieved party shall have the right to pursue all legal remedies afforded by provision of the Civil Service Act, provided Civil Service will take jurisdiction and decide the issue.

(e) The DPW Working Men's Association and/or employees may report an impending grievance to the Department of Public Works Commissioner or Superintendent in an effort to forestall its occurrence.

SECTION IV - PROCESSING OWN GRIEVANCE

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

ARTICLE XI
MISCELLANEOUS

SECTION I - PERSONNEL POLICY

Upon adoption by the governing body of the personnel policy, said policy shall immediately become part of this contract and be attached hereto.

SECTION II - DEROGATORY INFORMATION

An employee shall have the right to receive a copy of any derogatory report to be hereafter placed in his personnel file, the right to review his personnel file, and the right to protect its contents through the grievance procedure.

SECTION III - PAST PRACTICES

Any past practices, to the extent they are inconsistent with the practices set forth in this Agreement, are hereby rescinded and terminated, otherwise they shall continue.

ARTICLE XII
ENTIRE AGREEMENT

This contract is executed by the parties after full and complete collective bargaining in accordance with the laws of the State of New Jersey. This contract represents the complete agreement between the parties, and both parties agree that the terms and conditions of employment are governed exclusively by this contract, superseding any past practices or agreements, except that said contract shall not serve to abridge or terminate any rights or privileges previously afforded to the employees by said past practices.

Any change, modification or addition to the terms and conditions of employment set forth herein may only be accomplished in writing, upon agreement between the Borough and the DPW Working Men's Association.

The parties do further represent and agree that there are causes of action or claims outstanding, one against the other as of the date of signing this Agreement, except as hereinafter stated and that this Agreement shall be an estoppel with respect thereto. There shall be no estoppel or waiver of any rights which may exist with respect to or arising from compensable injuries or any law suits between Bargaining Unit employees and the Borough, which may be presently pending.

ARTICLE XIII
PROVISIONS OF ORDINANCES

Any provisions of the Ordinance of the Borough which are a conflict with the provisions of the Agreement shall not be applicable to the DPW Working Men's Association.

It is the belief of the parties hereto that each and every provision of this Agreement is in conformance with the applicable laws of the State of New Jersey and of the United States of America. Should it hereafter be determined that it would be a violation of any legally effective governmental or State Order or Statute to comply with any provisions, or provision for the purpose of making them conform to the law. It is further agreed that all other provisions of this Agreement shall not be affected by a defective provision contained herein.

IN WITNESS WHEREOF, the parties make and enter into this Agreement, and we, their duly authorized and empowered representative, have hereunto set our hands and seals this day of

July 25, 1991

THE BOROUGH OF ELMWOOD PARK

BY: Richard A. Mola
Richard A. Mola, Mayor

Attest:

Dolores Camlet
Dolores Camlet, Borough Clerk

Witness:

DEPARTMENT OF PUBLIC WORKS

BY: Joseph Ferris

BY: John Staniewicz