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16-06

North Haledon Borough of  
and  
AFSCME, Local 2274

ARTICLES OF AGREEMENT

This Agreement made this 8<sup>th</sup> day of Sept 1982, 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 and 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 I - Employees 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.

X Sept. 8, 1982 - Dec. 31, 1983

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 subcontracting, 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 violations 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 subcontractors without interference from the Union, its officers, or its members.

ARTICLE II

RECOGNITION

Section I - 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 Employee is a public benefit corporation; 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 that 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 I - 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, slowdown, 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, slowdown, 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

For the year 1982 all pay scale classifications of the bargaining unit shall be increased by 7-1/2% across the board on base pay over 1981 rates retroactive to January 1, 1982.

Section I - Salary (cont.)

Effective January 1, 1983 and for the year 1983, all pay scale classifications of the bargaining unit shall be increased by an additional 7-1/2% on the 1982 base pay.

Section 2 - Use of Personal Auto

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

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.

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 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 x the regular hourly wage.

(b) Compensation for Hours Worked on Holidays

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 (2) two 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 times (2-1/2) their hourly rate for all hours worked on such days.

ARTICLE VI

LONGEVITY BENEFITS

As provided in the Salary Ordinance of the Borough of North Haledon, which ordinance covers all employees of the Borough.

ARTICLE VII

INSURANCE

All members shall receive Blue Cross/Blue Shield, Rider J. Insurance and Major Medical Insurance for the member and his family at the full cost and expense of the Borough.

ARTICLE VIII

SENIORITY LAY-OFFS AND RECALL

Section 1 - Seniority

(a) Seniority is defined as 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 preference.

(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 lay-off 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, slowdown, stoppage of work, boycotts, picketing or willful interference with production, transportation or distribution.

#### Section 4 - Lay-Off

(a) The word "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 employees.

#### Section 5 - Recall Procedure

(a) When the working force is increased after a layoff, 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 accomplished 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 the 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, 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 working (5) days.

Step 2 - If the grievance has not been settled, it shall be submitted in writing by the Union Steward to the Department Head within five (5) days of receipt of the response by the Department Head. The Department Head shall respond to the Union Steward in writing within five (5) working days.

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 days of receipt of the response of the Department Head. 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 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.

## Section 2 - Arbitration

If a dispute is not settled through the grievance procedure, there shall be arbitration if agreed to by all of the parties.

## Section 3 - 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. Employee 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, so 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 by-passed 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

(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	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
*Martin Luther King	

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.

\* (however, if on the day known as Martin Luther King Day, a bonafied condition exists requiring an employee to report to work, he shall be compensated at his regular rate of pay.)

#### ARTICLE XI

##### VACATIONS

##### Section 1 - General Vacation Allowance

Effective January 1, 1978, employees shall be entitled to accrued vacation with pay as follows:



VACATIONS - (continued)

6 months but less than one year	1 week
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years	3 weeks
11 years	3 weeks & 1 day
12 years	3 weeks & 2 days
13 years	3 weeks & 3 days
14 years	3 weeks & 4 days
15 years and over	4 weeks

ARTICLE XII

SICK LEAVE

Section 1 - General Conditions

As provided for in Chapter X, Section 10-5.2 of the Revised General Ordinances of the Borough of North Haledon, as amended by Ordinance #15-1981 (Personnel Policies) for employees of the Borough of North Haledon, which covers all employees of the Borough.

ARTICLE XIII

LEAVE OF ABSENCE WITH PAY

Section 1 - Jury Duty

As provided for in Chapter X, (Personnel Policies) of the Revised General Ordinances of the Borough of North Haledon, which covers all employees of the Borough.

Section 2 - Union Leave

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: Chapter Chairman, Chapter Secretary, Shop Stewards, Chapter Safety Committee Chairman. Maximum six (6) days per year for two men, if necessary.

Section 3 - Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally interested, shall be granted a leave of absence therefor. The employer agrees to pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for a day of service.

Section 4 - Bereavement Leave

As provided for in Chapter X, (Personnel Policies) of the Revised General Ordinances of the Borough of North Haledon, which covers all employees of the Borough.

Section 5 - Personal Leave

Employee shall be entitled to one (1) personal leave day non-cumulative between January 1, and June 30, each year, and one (1) personal leave day non-cumulative, between July 1, to December 31, of each year to be used whenever necessary to conduct personal business or problems. These days are not in any manner to be construed to be an additional vacation or holiday time. Arrangements for such leave shall be made by employee with Department Superintendent at least forty-eight (48) hours in advance. Such leave shall be granted without loss of pay and shall not be deducted from vacation or other leave. Such personal leave may be advanced by the employer.

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 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 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

Section 1 - Military Leave

As provided for in Chapter X, (Personnel Policies) of the Revised General Ordinances of the Borough of North Haledon, which covers all employees of the Borough.

ARTICLE XVI

SAFETY AND HEALTH

Section 1 - Borough Responsibility

The employer shall 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 periodically, 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 representatives.

Section 4 - Use of Safety Equipment

Any employee failing to use safety equipment provided will be subject 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. Clothing allowance and laundry service to be provided by the employer. 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 \$100.00 for (necessary footwear) will be permitted. The employee will be reimbursed up to \$100.00 upon submission of vouchers with an attached invoice evidencing the shoes which were purchased and the amount paid. 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

SEVERANCE

As provided for in Chapter X, (Personnel Policies) of the Revised General Ordinances of the Borough of North Haledon, which covers all employees of the Borough.

ARTICLE XXIV

TERMINATION

This agreement shall terminate on December 31, 1983.

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

Local 2274 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES AFL-CIO

BOROUGH OF NORTH HALEDON  
PASSAIC COUNTY, NEW JERSEY

BY: *Alvan J. Jones*  
*Alvan J. Jones*  
Staff Rep.

BY: *Peter Slootmaker*  
*Peter Slootmaker*  
Peter Slootmaker  
Mayor

ATTEST:

ATTEST:

*Anthony Padula Sr.*  
*Anthony Padula Sr.*  
*Robert Pittman*

*Lucille B. Debiak*  
*Lucille B. Debiak*  
Lucille B. Debiak  
Borough Clerk