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Between

Ramsey, Borough of

BOROUGH OF RAMSEY

(BERGEN) COUNTY, NEW JERSEY

and

RAMSEY ROAD DEPARTMENT EMPLOYEES ASSOCIATION

X January 1, 1988 through December 31, 1990

Law Offices:

GERALD L. DORF, P.C.
2376 St. Georges Ave.
Rahway, New Jersey 07065

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ARTICLE I

PREAMBLE

THIS AGREEMENT made and entered into this _____ day of _____, 1989 by and between THE BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey with offices at 33 North Central Avenue, Ramsey, New Jersey (hereinafter called the "Employer"), and THE RAMSEY ROAD DEPARTMENT EMPLOYEES ASSOCIATION, located at West Side Plaza, Ramsey, New Jersey (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Employer and the Association.

ARTICLE II

RECOGNITION

A. The Borough recognizes the Association as the sole and exclusive representative for the purposes of collective negotiations for all full-time and permanent employees of the Road Department holding the following job titles: mechanic, equipment operator and laborer.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE III

PROBATIONARY PERIOD

A. Employees hired after the date of this Agreement for a job title which is within the bargaining unit shall be probationary employees for the ninety (90) days immediately succeeding the date of hire.

B. Probationary employees shall not be represented by the Association nor covered by this Agreement. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.

ARTICLE IV

SALARY SCHEDULE FOR MECHANICS AND LABORERS

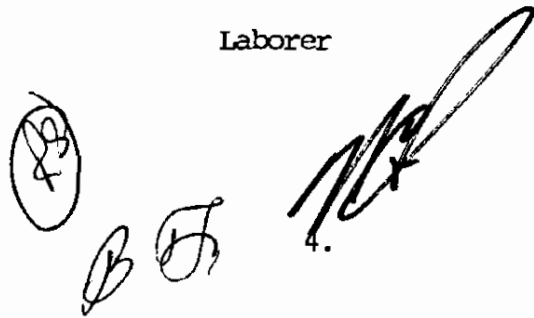
A. The following base salary schedule is hereby established for the following employees for the calendar year 1988 (retroactive to January 1, 1988):

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>1988 SALARY</u>	<u>1988 STEP INCREASE</u>
R. Schottke	Mechanic	\$31,656.87	
D. Bouma	Equipment Operator	\$29,092.00	
L. Cipriani	Equipment operator	\$29,092.00	
W. Flemming	Equipment Operator	\$29,092.00	
R. Lewis	Equipment Operator	\$29,092.00	
R. Picariello	Equipment Operator	\$29,092.00	
T. Burke	Laborer	\$16,828.16	
C. Hoering	Laborer	\$21,733.68	\$24,186.45 11/2
K. Parette	Laborer	\$19,280.49	\$21,733.68 9/15
W. Ackerson	Laborer	\$19,280.49	\$21,733.68 2/6
T. Lanning	Laborer	\$19,280.49	\$21,733.68 5/12

(Rev)
B. [Signature]

B. The following base salary schedule is hereby established for the following employees for the calendar year 1989 (retroactive to January 1, 1989):

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>1989 SALARY</u>	<u>1989 STEP INCREASE</u>
R. Schottke	Mechanic	\$33,872.85	
D. Bouma	Equipment Operator	\$31,128.44	
L. Cipriani	Equipment Operator	\$31,128.44	
W. Flemming	Equipment Operator	\$31,128.44	
R. Lewis	Equipment Operator	\$31,128.44	
R. Picariello	Equipment Operator	\$31,128.44	
T. Burke	Laborer	\$18,006.13	\$20,627.12 10/3
C. Hoering	Laborer	\$25,879.50	\$28,515.27 11/25
K. Parette	Laborer	\$23,255.03	\$25,879.50 9/15
W. Ackerson	Laborer	\$23,255.03	\$25,879.50 2/6
T. Lanning	Laborer	\$23,255.03	\$25,879.50 5/12
S. Dougherty	Laborer	\$18,006.13	


 A series of handwritten marks including a circled 'S', the letters 'B' and 'H', and a large signature with the number '4.' below it.

C. The following base salary schedule is hereby established for the following employees for the calendar year 1990 (retroactive to January 1, 1990):

<u>EMPLOYEE</u>	<u>JOB TITLE</u>	<u>1990 SALARY</u>	<u>1990 STEP INCREASE</u>
R. Schottke	Mechanic	\$36,243.94	
D. Bouma	Equipment Operator	\$33,307.43	
L. Cipriani	Equipment Operator	\$33,307.43	
W Fleming	Equipment Operator	\$33,307.43	
R. Lewis	Equipment Operator	\$33,307.43	
R. Picariello	Equipment Operato-	\$33,307.43	
T. Burke	Laborer	\$19,266.55	\$22,071.01 10/3
C. Hoering	Laborer	\$30,511.33	\$33,307.43 11/25
K. Paretti	Laborer	\$27,691.06	\$30,511.33 9/15
W. Ackerson	Laborer	\$27,691.06	\$30,511.33 2/6
T. Lanning	Laborer	\$27,691.06	\$30,511.33 5/12
S. Dougherty	Laborer	\$19,266.55	\$22,071.01 2/21

ARTICLE V

STEP INCREMENTS FOR LABORERS AND EQUIPMENT OPERATORS

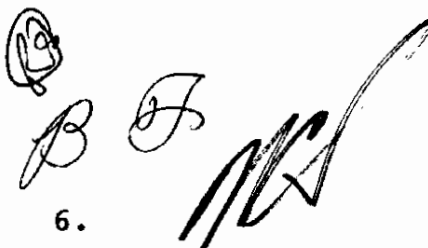
A. The following salary step program shall apply to all employees holding the job title of laborer and equipment operator and the employee shall proceed to the next step after the completion of each year of service computed from the date of employment.

B. The following step program shall be effective from January 1, 1988 through December 31, 1988:

Starting Salary	\$16,828.16
First Step	\$19,280.49
Second Step	\$21,733.68
Third Step	\$24,186.45
Fourth Step	\$26,649.79
Fifth Step	\$29,092.00

C. The following salary step program shall be effective from January 1, 1989 through December 31, 1989:

Starting Salary	\$18,006.13
First Step	\$20,627.12
Second Step	\$23,255.03
Third Step	\$25,879.50
Fourth Step	\$28,515.27
Fifth Step	\$31,128.44


6. 

D. The following salary step program shall be effective from January 1, 1990 through December 31, 1990:

Starting Salary	\$19,266.55
First Step	\$22,071.01
Second Step	\$24,882.88
Third Step	\$27,691.06
Fourth Step	\$30,511.33
Fifth Step	\$33,307.43



BF



ARTICLE VI

UNIFORMS AND CLEANING ALLOWANCE

A. All employees shall be required to purchase the following uniforms: Work Pants - Navy Blue in Color, Chino Type - permanent press fabric or equivalent; Winter Work Shirts - Navy Blue Woolrich Flannel or equivalent, long sleeve with buttons and collar; Summer Work Shirts - short sleeve, tee shirt, Navy Blue in color; Winter Jacket - Chino cloth material, long sleeve, Navy Blue in color with collar and zipper; Two (2) Pairs of steel tipped work shoes, Knapp work shoes or equivalent. Items of clothing shall not have any advertising statements or slogans thereon.

B. The employer shall provide each employee with an annual uniform allowance in the amounts noted below to be used toward the purchase of such uniforms which allowance will be paid upon submission of appropriate bills and vouchers:

1. 1988 - \$650.00
2. 1989 - \$700.00
3. 1990 - \$750.00

C. Monograms and name tags shall be furnished for all Work Shirts and Winter Jackets by the Borough of Ramsey. Monograms and name tags shall be affixed to all work shirts and winter jackets within fourteen (14) days of receipt of same by employee. The

Superintendent of the Road Department shall have the right to send home without pay for that day any employee who does not report to work in full uniform or any employee that has visible tears in his uniform.

D. Laundering of Uniforms - The Borough shall provide each employee with a \$100.00 cleaning allowance toward the cleaning of such uniforms.

ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

1. All full-time employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. All permanent part-time employees shall be entitled to sick leave with pay on a pro-rata basis in accordance with Section B of this Article

3. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. Full-time employees shall accrue sick leave on the following basis:

a. 1988

(1) During the first calendar year of employment, one (1) working day for each full month of service.

(2) Thereafter, two (2) working days per month or a total of twenty-five (25) working days for each calendar year of service.

b. 1989

(1) Employees hired on or before March 31, 1989 shall accrue sick leave as noted in Section Bla above.

(2) Employees hired on or after April 1, 1989 shall accrue sick leave on the following basis.

(a) One (1) working day per month of service during the remainder of the first calendar year of employment after initial appointment.

(b) One and one quarter ($1\frac{1}{4}$) days per month of service in every calendar year thereafter.

c. 1990

(1) Employees shall accrue sick leave on the following basis.

Employees hired on or before March 31, 1989:

(a) One and two thirds ($1\frac{2}{3}$) days per month of service in every calendar year after the first calendar year of employment.

(2) Employees hired on or after April 1, 1989 as noted above in Section Blb(2).

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year.

3. Upon termination by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty (50%) percent of his accumulated and unused sick leave days.

a. An employee whose employment is terminated prior to regular retirement and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to twenty-five (25%) percent of his accumulated

Sick Leave (continued)

sick leave days or to twenty-five (25%) percent of his accumulated sick leave days off. An employee whose employment is terminated prior to regular retirement because of job related disability and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to fifty (50%) percent of his accumulated sick leave days or to fifty (50%) of his accumulated sick leave days off. A severance pay shall be computed based upon the average pay to the employee during the twelve months immediately preceding terminating of employment.

b. In the event of an employee's death, his estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the time of termination of employment.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified at least sixty (60) minutes prior to the employee's scheduled or required reporting time.

a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for three (3) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to sub-

Sick Leave (continued)

mit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than three (3) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of sick leave or leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required as substantiation for such exposure.

3. The Borough may require an employee who has been absent because of personal illness, accident or exposure to contagious disease, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall substantiate such illness, accident or exposure to contagious disease. In addition, such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Sick Leave (continued)

E. Miscellaneous

1. A full sick leave day shall be charged for a sick leave absence of four (4) or more hours.
2. Personal illness, accident or exposure to contagious disease which occurs while on vacation time cannot be charged against the sick leave allowance.
3. An employee who makes a false claim for sick leave will be subject to discipline.

ARTICLE VIII
JOB RELATED INJURIES

The Employer will continue to provide coverage for all employees covered by this Agreement under a Worker's Compensation Insurance Policy as such coverage may be required by statute.

ARTICLE IX
CHILDREN'S SCHOLARSHIP

The unemancipated children of an employee who dies in the performance of his duties, other than from natural causes, shall receive an undergraduate tuition scholarship to a college located within the United States provided:

1. The cost to the Borough for such tuition scholarship shall not exceed the cost of the tuition for the undergraduate Arts and Science School at Rutgers University.

2. The child is enrolled in a four-year undergraduate degree program.

3. The child receives a four-year undergraduate degree within five (5) years from the date that the child's undergraduate college education began.

ARTICLE X

DEATH BENEFIT

The widow of an employee who dies in the performance of his duties, other than from natural causes, shall receive a one-time payment equal to twenty-five (25%) percent of the deceased employee's regular annual salary at the time of his death, as well as an additional one-time payment of five hundred (\$500.00) dollars for each unemancipated child of the deceased employee.

ARTICLE XI

UNION SECURITY

A. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Association for the purpose of presenting grievances to the Employer pursuant to Article IV. The steward may present grievances at mutually convenient times. The Association will notify the Employer of the names of the steward and alternate steward.

B. The Employer will provide one (1) bulletin board at the garage for the exclusive use of the Association for the purpose of posting notices relevant to the business of the Association. Notices shall not contain partisan political material or material defamatory or degrading to the Employer or any of the Employer's employees. It shall be the duty of the Association steward to supervise the contents of the notices.

ARTICLE XII

GRIEVANCE PROCEDURE

A. A grievance is hereby defined as any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals, or the Borough. The Association or the individual employee shall not grieve managerial prerogatives within the meaning of the N.J. Employer-Employee Relations Act.

B. The Procedure for settlement of grievances shall be as follows:

Step 1 - The Association or an aggrieved employee shall present the grievance to the Superintendent of the Road Department within ten (10) days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) working days of the occurrence of the incident shall be deemed waived. The Superintendent shall reply to the grievance within five (5) days of the presentation. If the reply is unsatisfactory or if the grievance is not replied to within five (5) days, the grievance shall be deemed to be unsettled and the Association or the aggrieved employee may immediately proceed to Step 2. Time for presentation of and reply to grievances may be extended by express mutual consent.

Step 2 - If the grievance is not settled at Step 1, then the Association of the aggrieved employee may then present the grievance to the Mayor and Council by filing a written copy of the grievance and the reply within ten (10) days of the completion of Step 2. The grievance shall be heard by the Mayor and Council on a date and at a time convenient for all parties. A written reply shall be made by the Mayor and Council.

ARTICLE XIII

HOLIDAYS

A. The thirteen (13) holidays set forth below will be recognized by the Employer:

New Year's Day

Washington's Birthday

Good Friday

Decoration Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving Day

One (1) Floating Holiday*

Christmas Day

* The employee shall have the right to choose any day as his floating holiday provided he gives the Superintendent of the Road Department two (2) weeks notice of same and further provided that not more than two (2) employees choose the same floating holiday.

B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.

C. If full time regular hourly employees are required to work on any such holidays, they shall be compensated at one and one-half (1½) times the regular rate of pay.

D. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employees shall be given another day off or paid for eight hours at the regular rate of pay.

E. The employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.

F. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.

ARTICLE XIV

VACATION LEAVE

A. Paid vacation leave shall be granted to employees based upon their regular straight time rate of pay and upon continuous years of service in accordance with the schedules noted below.

1. During the first calendar year of continuous service, or any part thereof, the employee shall be allowed one (1) vacation day for every two (2) complete months of continuous service for a maximum of six (6) days.

2. During the second calendar year of service and until the completion of five (5) full calendar years of service, the employee will be entitled to ten (10) working days vacation each year.

3. The following schedule shall apply during the sixth (6th) calendar year of service and thereafter:

<u>During the Calendar Year of Service noted below</u>	<u>Working Days Vacation Per Year</u>
Sixth (6th)	Eleven (11)
Seventh (7th)	Twelve (12)
Eighth (8th)	Thirteen (13)
Ninth (9th)	Fourteen (14)
Tenth (10th)	Fifteen (15)
Eleventh (11th)	Sixteen (16)
Twelfth (12th)	Seventeen (17)
Thirteenth (13th)	Eighteen (18)
Fourteenth (14th)	Nineteen (19)

Vacation Leave (continued)

4. During the fifteenth (15th) calendar year of service and until the completion of twenty (20) full calendar years of service, the employee shall be entitled to twenty (20) working days vacation per year.

5. After completion of twenty (20) full years of calendar years of service, the employee shall be entitled to twenty-five (25) working days vacation days per year.

B. The Employer shall fix a vacation schedule and the dates upon which each employee is to be granted vacation.

C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Borough determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Borough may be carried forward into the next succeeding year only.

D. If a holiday recognized by this Agreement is observed on a working day within an employee's scheduled vacation period, then the employee shall be entitled to an additional day of vacation.

E. Vacation entitlements are to be determined as of January 1 of each year.

F. Employees leaving the employ of the Employer after giving at least two (2) weeks notice and before the completion of an entire given year shall be paid for the unused vacation allowed them for that year on a prorated basis.

Vacation Leave (continued)

G. Employees who are on sick leave for more than three (3) consecutive days shall not earn any vacation time until they return to full-time duty.

ARTICLE XV

PERSONAL LEAVE DAYS

A. Each full-time employee covered by this Agreement shall receive personal days at eight (8) hours straight time as follows:

1. 1988 and 1989

a. Two (2) days during the first (1st) through the tenth (10th) completed year of service.

b. Three (3) days during the eleventh (11th) through the fifteenth (15th) completed year of service.

c. Four (4) days after the fifteenth (15th) completed year of service.

2. 1990

a. During the first calendar year of service:

(1) employees commencing work prior to May 1 - three (3) days.

(2) employees commencing work on or after May 1 and prior to September 1 - two (2) days.

(3) employees commencing work on or after September 1 - one (1) day.

b. Three (3) days during the second (2nd) through tenth (10th) completed year of service.

c. Four (4) days during the eleventh (11th) through the fifteenth (15th) completed year of service.

d. Five (5) days after the fifteenth (15th) completed year of service.

B. Personal leave days are acknowledged to be separate and distinct from sick leave.

C. Personal days may be accumulated to December 31 of the following year only.

D. Requests for such personal days will be made in writing to the employee's supervisor, not less than seven (7) calendar days in advance of the personal day requested, except in cases of extreme emergency.

ARTICLE XVI
INCENTIVE DAYS

An employee shall be provided with one additional personal day if the employee does not take a sick day during a period of 180 consecutive days.

ARTICLE XVII
OVERTIME

A. Overtime is defined as time worked at the direction of the Employer in excess of forty (40) hours worked per week.

B. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested.

C. Employees working overtime will receive compensation at the rate of time and one-half their regular straight time pay for each such hour worked.

D. There shall be no pyramiding of overtime.

E. In times of emergency, all employees are subject to call unless they are on sick leave.

ARTICLE XVIII

RETIREMENT-VACATION PAY

An employee, upon retirement from service, or his beneficiary in the event of his death, shall receive straight time pay for any unused vacation days, on a pro-rated basis, which the employee was entitled during the calendar year of retirement or death.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, but in no event shall said leave exceed three (3) consecutive days, one of which shall be the day of death or the day of funeral.

B. Verification of death and the relationship of the deceased to the employee may be required by the Borough in order to obtain benefits under this Article.

C. For the purposes of this Article, the immediate family shall be defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other close relative permanently residing in the employee's household at the time of death.

ARTICLE XX

LONGEVITY PAY

Employees shall receive longevity compensation computed at 2% of the employees annual compensation for each four years of service to a maximum of 10% of the employees annual compensation.

ARTICLE XXI

RETIREE INSURANCE BENEFITS

A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield major medical insurance benefits and dental insurance benefits shall be continued for retired employees and their immediate families, if applicable, for a maximum of five years, or until the retired employee qualifies for medicare, or until the retired employee is again employed by any source, whichever shall first occur, provided, however, that if an employee shall remain in the employ of the Employer for thirty years or more before retirement, all of his insurance coverages as stated above shall be continued until he qualifies for Medicare.

B. Employees who are not eligible for the benefits set forth in paragraph A above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the Employer for a period of at least ten (10) years.

ARTICLE XXII

DENTAL INSURANCE

A. The current group dental insurance benefits shall be as provided in Schedule A which is attached hereto and made a part thereof.

B. The Borough may, at its option, change insurance plans or programs or carriers or self-insure, so long as substantially similar benefits are provided.

ARTICLE XXIII

HEALTH AND WELFARE BENEFITS

A. It is agreed that the Employer shall continue to provide health and welfare benefits for the employees covered by this Agreement.

B. The Borough may, at its option, change any of the health and welfare plans or programs or carriers or self-insure, so long as substantially similar benefits are provided.

C. The Employer shall enroll employees that file the necessary and required statements in the Employer's Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the program will be paid by the Employer. If, for any reason, the aforementioned plan or a part thereof, is withdrawn by the carrier, the Employer will make its best effort to obtain complete coverage for the employees.

ARTICLE XXIV

HOURS OF WORK

A. The work week shall begin at 12:00 a.m. on Monday and end at midnight on the next succeeding Sunday. Full time employees shall be scheduled to work forty (40) hours during the work week.

B. Full time employees shall work five (5) consecutive days Monday through Friday during the week. The work day shall consist of eight (8) hours of work. During the work day employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten (10) minute rest period with pay after the meal period. The meal period shall be one half ($\frac{1}{2}$) hour and employees shall not be paid for the duration thereof. Rest periods and meal periods shall be scheduled by the Employer.

C. The usual starting time of the work day shall be 7:00 a.m. In the event that the Employer changes the usual starting time, then the Association will receive twenty (20) days prior notice of the change.

ARTICLE XXV

MEAL ALLOWANCE

A. During emergency situations such as snow clearing when full time employees are required to work more than eight (8) consecutive hours, they shall receive an (\$8.00) Eight Dollar meal allowance after three consecutive hours of overtime, and an (\$8.00) Eight Dollar meal allowance after the next eight consecutive hours of overtime.

B. The meal allowance shall be paid directly by the Borough to the eating establishment after presentation to the Borough of the employee's meal check.

ARTICLE XXVI

RATES OF PAY

A. Each employee shall be assigned a job title.

B. All work performed on Saturday and Sunday shall be compensated at one and one-half ($1\frac{1}{2}$) times the employee's straight time hourly rate of pay.

C. The hourly rate of pay shall be determined by dividing the annual base salary as set forth in the base salary above by 2,080.

ARTICLE XXVII

COFFEE - SNOW EMERGENCY

The Borough shall provide coffee to the employees at the Road Department building during snow emergencies.

ARTICLE XXVIII

UNPAID LEAVE OF ABSENCE

A. A permanent full time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Superintendent of the Ramsey Road Department and at the discretion of the Mayor and Council and subject to the needs of the Borough.

B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council.

C. The Employer reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

D. All decisions of the Employer regarding leaves of absence shall be discretionary.

E. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his

leave for his title. However, there shall be no retroactive pay nor back pay resulting from this Article.

F. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence and upon return the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

G. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this Agreement.

ARTICLE XXIX

LEAVE FOR JURY DUTY

A. Employees summoned for petit jury will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty.

B. Employees shall notify the Employer within one (1) working day of the receipt of the summons of jury duty. Employees must produce the summons for jury notice in order to receive benefits under this Article.

C. If employees are dismissed from jury duty and can reasonably return to the Employer's garage prior to 1:30 p.m., they shall return to work.

ARTICLE XXX

SENIORITY

A. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Employer will forward to the Association within ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

B. The seniority of an employee as defined in this Article will be a factor for consideration in cases of lay offs, recalls and seniority. Other facts for consideration will be employee's training, experience and ability to perform the work required by the Employer.

C. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back for work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause; failure to be called back to work for a period of twelve (12) months after a lay off.

D. That time during which an employee is on a leave of absence or on lay off status shall not be considered as continuous service time for the purposes of calculating seniority under this provision. Therefore, if an employee is called back to work after being laid off or returns from a leave of absence, his seniority shall be no greater than that which he had on the date of his lay-off or the date he commenced his leave of absence.

ARTICLE XXXI

PERSONNEL ADVANCEMENT

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if qualified.

ARTICLE XXXII

NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin or membership or non-membership in the Association.

ARTICLE XXXIII

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this contract by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the right to:

1. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

2. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

B. the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and

laws of New Jersey and of the United States, and ordinances of the Borough of Ramsey.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

ARTICLE XXXIV

NO STRIKE - NO LOCKOUT

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or concerted willful absence of an employee covered hereunder from his duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

C. In the event of a strike, slowdown, walkout or job action, the Association shall take all steps which are necessary to insure that the employees covered under this Agreement return to work promptly, including a public disavowal of the actions of such employees and directing such employees to report to work promptly.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be grounds for disciplinary action including possible termination of employment of such employee or employees.

Nô Strike - No Lockout (continued)

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXVI

ENTIRE AGREEMENT

A. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

B. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE XXXVII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1990, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey, on this _____ day of _____, 1989.

RAMSEY ROAD DEPARTMENT
EMPLOYEES ASSOCIATION

By *Robert Schutte*

By *Bill Fleming*

ATTEST:

Nancy M. Ecker

BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY

By *John Herbst*

ATTEST:

Nancy M. Ecker

OPEN