

AGREEMENT

between

THE BOROUGH OF NORTH ARLINGTON, *Borough of*

NEW JERSEY

and

NORTH ARLINGTON BOROUGH EMPLOYEES UNION

**LIBRARY**  
Institute of Management and  
Labor Relations

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**RUTGERS UNIVERSITY**

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X January 1, 1979 - December 31, 1980

## AGREEMENT

THIS AGREEMENT made and entered into this        day of February, 1980 by and between the BOROUGH OF NORTH ARLINGTON in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and NORTH ARLINGTON BOROUGH EMPLOYEES' UNION (NABEU), hereinafter referred to as the "Union."

WHEREAS, the parties hereto have carried on and conducted collective bargaining negotiations pursuant to and in accordance with the New Jersey Employer-Employee Relations Act, as amended, for the purpose of developing and concluding an agreement covering wages, hours of work, and other conditions of employment.

NOW, THEREFORE, in consideration of these premises and the mutual agreements herein contained, the parties hereto agree as follows:

### ARTICLE I

#### RECOGNITION AND SCOPE OF AGREEMENT

##### Section 1.

The Borough hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2 herein for the purpose of collective bargaining and all activities and processes relative thereto, pursuant to and subject to the provisions of the New Jersey Employer-Employees Relations Act.

##### Section 2.

The bargaining unit shall consist of all permanent employees of the Borough of North Arlington who are represented by the Union.

##### Section 3.

This agreement shall govern wages and other conditions of employment herein set forth.

##### Section 4.

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

### ARTICLE II

#### INTERRUPTION OF WORK

The Union agrees not to cause, sanction or take part in any strike whatsoever, either sit-down, sit-in, sympathy, general or any other kind. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for by public law or by any other statute or case law. There shall be no "lock out" by the Borough.

## ARTICLE III

### COLLECTIVE BARGAINING PROCEDURE

#### Section 1.

Collective bargaining as to the rates of pay and other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Each party shall be limited to four (4) agents, including the party's attorney. The Union President and/or Shop Steward shall bargain for the Union. Additional bargaining agents of each party by mutual consent may participate in collective bargaining.

#### Section 2.

Collective bargaining for the next contract shall be conducted in accordance with the then prevailing Rules and Regulations of the New Jersey Public Employment Relations Commission at times and places mutually convenient at the request of either the Borough or the Union.

#### Section 3.

The Borough shall not enter into any agreement with employees of the bargaining unit which in any way conflicts with the terms of this agreement, and it shall recognize only an official representative of the Union as a bargaining agent.

## ARTICLE IV

### UNION SECURITY

#### Section 1.

The Borough shall deduct from the pay of each employee covered by this agreement, all sums required by an authorization form, signed by the employee in accordance with the applicable State Law, following receipt of same from the Union. The Union shall advise the Borough of the amount of the dues and any change therein.

## ARTICLE V

### WORK SCHEDULES

#### Section 1.

The regular work week shall consist of thirty-five (35) hours of five (5) consecutive days, seven (7) hour days, Monday through Friday. A holiday, as defined in Section 4 (d) hereof, shall be considered as seven (7) hours worked toward the thirty-five hours. If an employee covered by this agreement is required to work in excess of the aforementioned regular work week, he shall be compensated at the applicable overtime rate of pay. Overtime shall be calculated as follows:

(a) For hours worked in excess of seven (7) hours in any one day, payment shall be made at the rate of one and one-half (1 1/2) times the regular straight time rate.

(b) For hours worked in excess of thirty-five (35) hours in any one week, payment shall be made at the rate of one and one-half (1 1/2) times the regular straight time rate.

(c) For hours worked on a Saturday, payment shall be made at the rate of one and one-half (1 1/2) times the regular straight time rate.

(d) For hours worked on a Sunday, payment shall be made at the rate of two (2) times the regular straight time rate.

(e) For hours worked in excess of eleven (11) hours in any one day, payment shall be made at the rate of two (2) times the regular straight time rate.

(f) For hours worked on a holiday, as described in Section 4 (d) hereof, payment shall be made at the rate of one and one-half (1 1/2) times the regular straight time rate plus the regular holiday pay. Overtime pay shall not be pyramided; and shall be subject to the provisions of Section 3 of this Article V.

#### Section 2.

Hours of work shall be from 8 AM to 4 PM. One hour is allowed for lunch. Two fifteen minute coffee breaks shall be granted to all employees covered by this agreement, one in the morning and one in the afternoon. It is agreed that the hours of work of the employees covered by this agreement shall not be changed without notice and negotiation with the Union.

#### Section 3.

An employee not on duty, who is called in for an emergency and work related thereto shall receive for three (3) hours or less \$25.00 flat rate compensation for such call-in time. If the work for which the emergency call has been made, required less than three (3) hours work, the employee may go home on completion of the work. If the work requires more than (3) hours, the employee shall be compensated at the prevailing overtime rate for all time worked. In the event that an emergency occurs on a Sunday, an employee shall receive for two (2) hours or less \$25.00 flat rate compensation. All of the other aforementioned provisions relative to emergency call-in work shall apply to Sunday work. An employee shall report for such emergency work when called, unless he has a reasonable excuse for not doing so. The superintendents of each department shall maintain an emergency call-in order.

#### Section 4.

Overtime and emergency assignments are recognized by both parties as being necessary and required for the health, safety and welfare of the inhabitants of the Borough of North Arlington and request for overtime and emergency assignments shall be fulfilled and complied with the members of the bargaining unit.

(a) If all employees of the street department that are members of the bargaining unit are working overtime and additional employees are needed, than the employees of the water department that are members of the bargaining unit shall be asked to work before any other employees in these two departments. This shall apply in reverse if additional employees are needed in the water department.

(b) Equalization of overtime shall be effected in the water and street departments for members of the bargaining unit. The overtime hours worked each day by any employee shall be posted on the bulletin board at reasonable intervals but no less frequently than once each month. The responsibility of posting overtime hours shall rest with the Department heads or their duly appointed representative during their absence. The Department heads shall equalize overtime hours with reasonable exactitude and with reasonable frequency, and giving preference to the employee with the least amount of hours followed through with each additional low hour man until he has reached his equal hours. Schedule of accountable hours are listed on the schedule sheet ledger. The employees who are in the low hours shall be placed at the top of the emergency rotation list until they are equal and then their names shall be placed in appropriate position on list. In the event of an unusual emergency, the superintendent shall call whoever is available following procedures in this agreement. The responsibility of this overtime and record procedure rests with the Department heads. The Union President/Steward shall have the right to see and discuss errors or corrections with the Department heads.

(c) In order to avoid hardships on the employees of the bargaining unit, the Borough shall make reasonable efforts to pay overtime twice a month, except during the months of July and August when overtime shall be paid once each month. There shall not be any lapse of time causing employees not to receive their overtime pay as per above schedule; unless an emergency arises beyond the control of the Borough. The President/Steward shall be notified with reasonable advance notice of such an emergency.

(d) All employees shall receive their regular base rate for seven (7) hours on the following holidays; New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition to the thirteen paid holidays, employees shall also be compensated for all additional holidays declared so by the President or Congress of the United States, Governor of the State of New Jersey for municipal employees, and also all additional holidays declared by the Mayor and Council of the Borough of North Arlington.

(e) Work performed by employees on those days shall be paid the regular day's pay plus overtime.

(f) Holidays falling on Saturdays shall be celebrated on the preceding Friday. Holidays falling on Sunday shall be celebrated on the following Monday.

(g) If any of the listed holidays fall on a regular pay day, employees shall be paid on the preceding day.

(h) If any of the aforementioned holidays fall within an employee's scheduled vacation period, said employee shall be entitled to utilize such day(s) at any time during a calendar year.

(i) Each employee may be absent without deduction for a maximum of two days per year for necessary personal business. Such leave shall be granted in accordance with the reasonable needs of the department, which shall not be unreasonably withheld provided that payment shall not be made in lieu of said time-off and provided further there shall be no carry over of days to the following year.

## ARTICLE VI

### WAGES

#### Section 1.

All laborers, equipment operators and clerical help of the bargaining unit, notwithstanding the fact that said employees may not have attained their maximum salary, shall receive \$750.00 as an increment for the year 1979.

#### Section 2.

All laborers, equipment operators and clerical help of the bargaining unit, notwithstanding the fact that said employees may not have attained their maximum salary, shall receive a pay raise of eight per centum (8%) effective January 1, 1980. This raise shall be in addition to the pay raise set forth in the aforementioned Section 1 of this Article VI.

#### Section 3.

All members of the bargaining unit who shall not have attained their maximum salary range shall receive an increment of \$300.00 every six months from the date of their permanent appointment until they have attained their maximum salary range, the last of said increments shall be the lesser of \$300.00 or an amount necessary to attain the maximum salary.

## ARTICLE VII

### INSURANCE

#### Section 1.

The Borough agrees to provide liability insurance coverage in an adequate sum, covering employees of the bargaining unit during the performance of their duties.

## Section 2

The Borough agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey State Health Plan for all members of the bargaining unit and their eligible dependents. The coverage provided for under the section shall also apply to all employees covered by this agreement who may hereafter retire, but said coverage shall be limited to the first five years of retirement. This provision shall only apply to those employees who hereafter retire and not to former employees who have already retired. Furthermore, Health Insurance premiums must be paid by the Borough when an employee goes on disability.

## Section 3

All employees of the bargaining unit will be covered with a life insurance policy at a minimum of \$10,000.00. All employees who may hereafter retire shall likewise be covered with a life insurance policy for the coverages set forth in said policy which shall not be less than \$5,000.00. The Borough shall pay the full premium for said life insurance.

## Section 4

The parties agree that an affordable and reasonable dental insurance plan shared equally by the parties shall remain in effect throughout the term of this agreement.

## ARTICLE VIII

### LEAVES

#### Section 1

Leave because of death. In case of a death of a member of an employee's family, time off necessary to arrange for the funeral and attend the services up to three days with pay at the established annual salary rate shall be granted to him or her if he or she attends the funeral services during the time he or she would be required to be on their normal job. Immediate family includes mother, father, sisters, brothers of the employee, wife, husband, children, mother-in-law, and father-in-law, brother-in-law and sister-in-law, or persons so designated as legal guardians or anyone regularly residing in the household. An employee may request additional days off in connection with a death in the family to the Department head or his designee and approval of the request shall not be unreasonable withheld.

#### Section 2

Leave without pay. The Mayor and Council, on the request of an employee and after thirty days notice, may grant a six month's leave of absence without pay to employee. The Mayor and Council may waive the thirty day notice. Said leave may only be granted by them and when they receive a written request from the employee. The Mayor and Council may extend such leave for an additional six months with the consent of the Department of Civil Service. If, however,

the said employee overstays a leave, his or her employment may be terminated by the Borough.

### Section 3

Terminal Leave. An employee shall be entitled to terminal leave only in accordance with the prevailing rules and regulations of the Civil Service Department of the State of New Jersey at time said leave is granted.

### Section 4

Sick Leave. All sick leave benefits will continue in full force and effect.

### Section 5

The Borough will permit the President or Steward of this Union, or any member designated by the President or Steward of this Union from the bargaining unit, leave with pay, not to exceed six (6) calendar days in any calendar year for the purpose of Union business. However, no more than one (1) Union representative shall be on leave at the same time.

## ARTICLE IX

### SENIORITY

#### Section 1

Seniority is defined as an employee's total length of service with the Borough beginning on his permanent employment date.

#### Section 2

An employee having broken service with the Borough (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Borough.

#### Section 3

(a) Whenever practical, seniority shall prevail in connection with the scheduling of vacations.

(b) In all cases of promotions, demotions, lay-offs and recalls, grade classification and seniority shall be given the consideration required by Civil Service Rules and Law.

#### Section 4

The employer shall maintain an accurate up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request, which request shall not be made more than semi-annually nor shall said request be unreasonably withheld.



ARTICLE X

MANAGEMENT RIGHTS

Section 1

Direction of working operations in the various departments, including the right to hire, discipline or discharge for proper cause, is vested in the Borough, except as otherwise provided herein, the rights of the employees, and of the Union, and the Borough shall remain and continue as if this agreement had not been made.

ARTICLE XI

DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1

Recognizing that there should be no unnecessary interruption of work, the parties agree that a representative of the Union shall be afforded the necessary time to reasonably investigate and adjust grievances during the regular working hours. A grievance is any dispute over wages, hours of working conditions or over the application or construction of this agreement. The employee or employees involved with any grievance may be present during the settlement or adjustment of the dispute. Stewards shall be given reasonable time to make contacts with proper representatives of the Union regarding pending grievances. Any employee subject to this agreement having a grievance, shall take it up for settlement in the following manner:

(a) The employee or employees shall first take up the grievance with the immediate department head within five (5) days of the date of the grievance. The aggrieved employee or employees may request the presence of a Steward. If the employer has a grievance, it may also endeavor to adjust and settle it with the Steward or Grievance Committee. Where the employee is physically incapacitated, he shall initiate his grievance within five (5) days after regaining his capacity to act.

(b) In the event that the grievance is not satisfactorily settled with the department head within five (5) days of submission of the grievance, the employee, with the Steward, shall then state the grievance in writing or on grievance record form provided by the employer for this purpose. The form shall state the nature of the

grievance and must be signed by the aggrieved employee or employees, the department head and the Steward. The department head shall give his written disposition of the grievance stating the reason for settling or not settling the grievance. One copy of the grievance record form to be retained by the Steward; one copy is to be given by the Steward to a member of the Grievance Committee; and one copy is to be retained by the department head.

(c) If the grievance remains unsettled for more than ten (10) days, there shall be a meeting between the grievance committee and the Councilman in charge of the department involved. The Union shall submit an agenda of the topics to be discussed at the meeting.

(d) In the event that the grievance remains unsettled after ten (10) days following the meeting referred to in paragraph (c) hereof, either the Union or the Borough may submit the matter for binding arbitration to the New Jersey State Board of Mediation or to the Public Employees' Relations Commission (PERC). The decision of the arbitrator shall be final and binding upon both of the parties and the costs of the arbitrator shall be borne equally by the parties. Only the Union or the Borough can submit a matter to arbitration.

(e) Minutes of grievance committee meeting, held between the Borough and the Union, shall be furnished by the Borough to the Union. Such minutes shall include:

1. date of meeting
2. names of those present
3. list of grievances considered at the meeting, by number
4. disposition of grievances
5. date of approval and signatures

(f) The Borough shall furnish the Union with copies of all records needed to properly investigate or handle grievances.

(g) In order to enable the members of the grievance committee to be available for conference with the Borough for investigating grievances, the President of the Union, or his designee and representative, may enter the Borough's place of work after first reporting to the department head or duly authorized representative, for the purpose of investigating working conditions or handling grievances in any step of the grievance procedure.

(h) Any employee, desiring to leave his work station for purposes of processing grievances in accordance with this grievance procedure, shall first report to his department head.

(i) The Union Steward shall be permitted to confer with the members of the bargaining Representative and with the Borough's representative regarding matters of employee representation during working hours without loss of pay provided said conferences do not exceed one hour and provided further that said conferences shall not diminish the effectiveness or work schedules of the Borough.

## ARTICLE XIII

### WORK UNIFORMS

#### Section 1

Each year, the Borough shall furnish three (3) pairs of pants (summer or winter) and three (3) shirts (summer or winter) to each member of the Union. Additionally, one (1) summer jacket or one (1) winter jacket for each employee shall be provided by the Borough each year and said employees shall wear said uniforms as prescribed by the Borough. In the event an employee is out of uniform for reasonable cause, he shall not be penalized. Also, the Borough shall provide all employees with foul weather gear.

#### Section 2

In lieu of work uniforms, the female members of the bargaining unit shall receive one additional day off with pay. Said day shall be selected by the employee and submitted in writing to the supervising authority within fourteen (14) days from the date of this agreement. No more than one member shall be off on a given day referred to in this paragraph and the said day must be taken as designated or lost.

## ARTICLE XIV

### VACATIONS

#### Section 1

Employees shall be entitled to vacations based upon the length of time employed as hereinafter provided.

#### Section 2

Employees who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Employees who have completed from one year to ten years of service shall be granted seventeen working days' vacation. Employees who have completed from eleven to fifteen years of service shall be granted eighteen working days' vacation. Employees who have completed from sixteen years of service to twenty years of service shall be granted twenty working days' vacation. Employees who have completed from twenty-one years of service to twenty-five years of service shall be granted twenty-five working days' vacation. Employees who have more than twenty-five years of service shall be given thirty working days' vacation.

#### Section 3

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority.

ARTICLE XV

LONGEVITY PAY

The longevity schedule is as follows:

Three years of service . . . . .	1%	of his base salary
Six years of service . . . . .	2%	of his base salary
Nine years of service . . . . .	3%	of his base salary
Twelve years of service . . . . .	4%	of his base salary
Fifteen years of service . . . . .	5%	of his base salary
Eighteen years of service . . . . .	6%	of his base salary
Twenty-one years of service . . . . .	7%	of his base salary
Twenty-four years of service . . . . .	8%	of his base salary
Twenty-seven years of service . . . . .	9%	of his base salary
Thirty years or more of service . . . . .	10%	of his base salary

The above longevity pay to be added to the employees base annual pay.

ARTICLE XVI

BULLETIN BOARDS

Section 1

For the sole purpose of posting Union notices, the Borough agrees to make available, bulletin boards at locations to be determined by the Borough.

Section 2

The Bulletin Board may be used for any and all of the following purposes.

- (a) Notice of meetings of the Union.
- (b) Nominations and election notices.
- (c) Results of elections.
- (d) Copies of agreements between the Borough and the Union.
- (e) Notices of Union recreational and social affairs.

Section 3

Nothing inflammatory or derogatory or disruptive to good relations shall be contained in material posted on the bulletin board.

Section 4

All notices shall be subject to the approval of the Department heads and such notices so approved shall be posted. Said approval shall not be unreasonably withheld.

ARTICLE XVII

SAVINGS CLAUSE

In the event that any provision of this agreement shall at any time be declared invalid by Legislative act or any court of com-

petent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### ARTICLE XVIII

##### PENSION

The employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

#### ARTICLE XIX

##### REPRESENTATION

##### Section 1

Employee shall have the right to be represented through stewards, executive officer of the Union who are employed by the Borough of North Arlington, County of Bergen, the president of the Union and a grievance committee including an outside representative for the Union, consisting of not more than three (3) members. The president or steward shall be the Chairman for the grievance committee.

#### ARTICLE XX

##### RETENTION OF BENEFITS

##### Section 1

The Borough agrees that all benefits, terms and conditions of employment, relating to the status of members of the Union and not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

#### ARTICLE XXI

##### WAIVERS

(a) Nothing herein shall abrogate or in any way modify any of the rules or procedures of the Civil Service Commission, then to that extent the provisions of this agreement shall be null and void.

(b) The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### ARTICLE XXII

##### FAVORED NATIONS CLAUSE

If, in the event that the Borough agrees to grant additional fringe benefits greater than those set forth in this agreement to any

other Borough employee represented by a collective bargaining agent, the Borough agrees to provide such benefits to all employees covered by this agreement, except the educational program and clothing allowance for police officers.

ARTICLE XXIII

NON UNION EMPLOYEES

The Union will be allowed by the Borough to collect up to 85% of the regular dues from non-union members who benefit from the terms of this Agreement. This clause shall take effect on July 1, 1980, pursuant to legislation effective as of that date.

ARTICLE XXIV

LOUNGE AREA

The Borough agrees to designate the room in front of the ladies lavatory as a lounge area which presently has a refrigerator and shall supply a table and chairs.

ARTICLE XXV

DURATION

This agreement shall be effective as of January 1, 1980 and shall remain in full force and effect until the latter of December 31, 1980 or the date on which a successor agreement is executed.

Negotiations for the successor contract shall commence in accordance with the then prevailing rules and regulations of the New Jersey Public Employment Relations Commission. Either party may serve written notice of its intention to commence negotiations upon the other party. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event that the negotiations continue after December 31, 1980, the terms and conditions of this agreement shall continue in full force and effect until a new agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF NORTH ARLINGTON

Constance M. Meehan  
CONSTANCE M. MEEHAN  
ACTING BOROUGH CLERK

Edward Martone  
EDWARD MARTONE, MAYOR

NORTH ARLINGTON BOROUGH EMPLOYEES  
UNION (NABEU)

Robert R. [Signature]  
SECRETARY

Kenneth Evans  
KENNETH EVANS, PRESIDENT