

Contract no. 1484

AGREEMENT
THE BOROUGH OF LEONIA
AND
DEPARTMENT OF PUBLIC WORKS
LOCAL 29, R.W.D.S.U.

THIS AGREEMENT entered into this _____ day of August, 1988 by and between the Borough of Leonia, County of Bergen, State of New Jersey, hereinafter called the "borough" and Local 29, Retail, Wholesale, and Department Store Union (R.W.D.S.U.), AFL-CIO, hereinafter called the "union".

WITNESSETH

WHEREAS, the borough has recognized, pursuant to NJSA 34:13-A 1 et seq., the union as representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

I. TERM

The term of this agreement shall be from January 1, 1988 through December 31, 1989 and from month to month thereafter unless cancelled in writing by either party upon 30 days' notice.

II. RECOGNITION

The borough affirms its recognition of the union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all blue-collar, non-supervisory employees employed by the borough in the Department of Public Works except office clerks, supervisors and superintendents having the power to hire, fire and direct the work force or to effectively recommend the same.

The following existing employee classifications are to be excluded from coverage under the contract.

- 1 General foreman
- 2 Assistant Foreman
- 3 Chief Mechanic
- 4 Blue-collar employees of the borough not assigned to the department of public works.

Also excluded from the provisions of this agreement are probationary employees and those employed on a temporary seasonal or casual basis unless they are specifically included.

III. UNION DUES

- A. Pursuant to NJS 52:14-15.9(e), as amended, the borough agrees to deduct the union's monthly dues and initiation fees from the pay of the employees who authorize the borough in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the union once a month no later than the tenth day of the month following deduction. The borough agrees to furnish the union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The borough also agrees to furnish the union upon request, not more than monthly, with a list of newly hired employees and terminated employees. The union will advise the borough in writing of the amount of the initiation fees and monthly dues.
- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

IV. GRIEVANCE PROCEDURE

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the union steward or a member of the union shop committee, to his immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved.

STEP 2. If the grievance is not satisfactory adjusted, within three (3) working days after presentation to the immediate supervisor, the grievance shall be presented in writing to the Borough Administrator by the union steward or shop committee member involved in Step 1. of the grievance. The Borough Administrator shall, on receipt of the grievance, designate a time within five (5) working days for discussion of the grievance with the aggrieved employee and the union shop committee.

- (A) adjust the grievance
- (B) find the grievance unjustified, or
- (C) advise the shop committee that the adjustment of the grievance is beyond his authority.

STEP 3. If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his union shop committee, shall proceed by filing a written grievance with the Council Public Works Committee within five (5) working days of the decision made by the Borough Administrator. The Council Public Works Committee, the union shop committee, the aggrieved employee and the union's representative shall meet within five (5) working days after receipt of the written grievance. The Council Public Works Committee shall issue its written decision within five (5) working days after meeting with the union.

STEP 4. Upon failure of a resolution of the grievance in Step 3. above, the authorized representative of the union may proceed to final and binding arbitration before and pursuant to the rules of the New Jersey Public employment relations Commission by serving notice of its desire for arbitration upon the Borough Administrator either personally or by certified mail within fourteen (14) days after the termination of Step 3.

The cost for the services of the arbitrator, shall be borne equally by the borough and the union.

All grievances presented in writing shall specify the occurrence being grieved and the action being sought by the grievant.

The arbitrator shall be bound by the provisions of this agreement, and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

Step 1 and Step 2 shall be presented and discussed during working hours. A mutually agreeable time will be arranged between the director of public works and the chairman of the union shop committee.

An aggrieved employee shall suffer no loss of pay as a result of time spent in his own behalf in an arbitration hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.

GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

V. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period such employees' seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task. Super seniority for the Shop Steward. Alternate Shop Steward to function as Shop Steward in his absence.

When employees are laid-off, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid-off. No new employees shall be hired until all laid-off employees shall first have been recalled.

B. A newly hired employee who previously worked with the borough but who was terminated or resigned for any reason shall be considered a new employee and all calculations of benefits based on seniority shall be from the date of last hire.

C. Employment may be on a temporary basis for a period of not more than eight (8) weeks. At the end of the eight week period, the employee may be given probationary status with credit for a temporary employment, or may be notified of the termination of his employment. Temporary summer employment extended to 12 weeks maximum.

D. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case all benefits shall relate back to the time of initial hiring.

E. New employees shall remain probationary after completion of three (3) months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the borough. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure.

8.

9.

VI. WAGES

accordance with the schedule set forth
reement, at page 17A of this agreement,
um of Understanding between the Borough
.D.S.U. dated July 17, 1986, at page
as further amended by the below listed

to his annual salary for
: 1.5% of his base salary
rice up to a maximum of
ome due or will be
the month following the
/ date of employment

200.00 / July 1 \$400.00

200.00 / July 1 \$600.00

VIII. HOURS OF WORK, OVERTIME AND STANDBY

- A. All employees covered by this agreement are required to work a forty (40) hour week, with each workday beginning at 7:00 a.m. and ending at 3:30 p.m.
- B. All overtime and stand-by work shall be authorized in advance by a supervisor or department head.
- C. Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day. Time and one-half premium pay shall be paid for any work performed on Saturday. Employees who work on Sunday shall receive double time premium for these hours. Any employee required to work on a holiday shall receive his pay for that day plus additional time and one-half for all hours worked.
- D. For each weekend of stand-by service performed from 3:30 p.m. Friday to 7:00 a.m. Monday, additional compensation shall be paid equal to five (5) hours at the regular hourly rate. For any twenty-four hour (24) hour period of stand-by service in addition to the regular weekend, an additional two (2) hours will be paid at regular hourly rate.
- E. Any employee who reports for his regularly scheduled shifts or is recalled to work after leaving his shop or his work station, or who is called in to work on a shift which is not his regularly scheduled shift, shall receive a minimum of two (2) hours work or pay at time and one-half. However, the foregoing obligation on the part of the employer shall not apply in the event the failure to provide work is due to an act of God, power failure or conditions beyond the control of the employer nor shall it apply in the event the employee was previously notified not to report for work or the employer was prevented by conditions beyond his control from notifying him not to report, and provided further, that an individual accepts any job to which he may be assigned. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the employer has no control.
- F. The borough will establish a rotating overtime list, with employees ranked accordingly to seniority and skills. The list will be used in assigning overtime, provided the employee possesses the necessary skills. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and arbitration machinery to adjust his claim.
- G. The borough reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels

that his treatment under this clause has been improper or unfair he may utilize the grievance and arbitration machinery to adjust his claim.

H. Cost of Meals:

1. Employees working overtime between the hours of 12 midnight and 8 a.m. inclusive shall be reimbursed for the cost of breakfast at the rate of \$3.00. Employees working overtime between the hours of 8 a.m. and 4 p.m. inclusive shall be reimbursed for the price of lunch at the rate of \$5.00. Employees working overtime between the hours of 4 p.m. and 12 midnight inclusive shall be reimbursed for the price of dinner at the rate of \$5.50.
2. Reimbursement for meals shall be on the basis of presentation by the employee of a meal check from a restaurant, food store or delicatessen. This check shall be endorsed on the back by the foreman or his representative, indicating that the employee is eligible for reimbursement for food. This check shall also bear the employee's name and the date and hours of overtime work.
3. The previous practice of having the borough pay restaurants directly for meals bought by employees is hereby abolished.
4. The rates cited in sub part G.1. shall be the maximum amount reimbursed to the employee. Reimbursement shall be for the actual cost of the meal, up to the figure cited.
- ~~5.~~ Meals checks may not be "pooled". Reimbursement shall be to individual employees only.

11.

IX. PAY DIFFERENTIAL

hired to do work on a higher rated job shall
 ent for the higher rated job for this
 vision shall not apply to employees
 ng for a higher-rated position under the
 t employee qualified in the higher-rated
 ng in any classification shall be limited
 alent to ten full working days.

designated on a temporary basis, in the
 individual designated to serve permanently in
 fulfill the duties of the Crew Chief or
 an additional amount shall be added to the
 e, limited to only those hours which the
 s designated this employee to serve in this
 ew Chief, the differential shall be
 per hour and for Second Man, increased to

job importance to

tion according to
 of the employees
 l be established to
 utmost safety in
 eet on a regular

XI. VACATIONS

A permanent employee shall receive a vacation with pay at his regular annual rate of pay not including overtime according to the following schedule:

1. A permanent employee, during the first year of continuous service, shall receive one (1) day of vacation with pay for each full month of service prior to June 1 up to a maximum of ten (10) working days of vacation with pay.
2. A permanent employee with from one (1) year of continuous service, to four (4) years of continuous service, shall receive ten (10) working days of vacation with pay.
3. A permanent employee with from four (4) years of continuous service to seven (7) years of continuous service shall receive thirteen (13) working days of vacation with pay.
4. Permanent employees with from seven (7) years of continuous service to ten (10) years of continuous service shall receive fifteen (15) working days of vacation with pay.
5. Permanent employees with from ten (10) years of continuous service to fourteen (14) years of continuous service shall receive seventeen (17) working days of vacation with pay.
6. Permanent employees with from fourteen (14) years of continuous service to seventeen (17) years of continuous service shall receive eighteen (18) working days of vacation with pay.
7. A permanent employee with seventeen (17) or more years of continuous service computed from the date of last hire shall receive twenty (20) working days of vacation with pay.
8. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacation due for the calendar year shall be based on years of service as of December 31 of the previous year.
9. All vacations must be taken during the current year and may not be accumulated.
10. For scheduling purposes, the Superintendent must be advised of vacation dates to be requested for the year by March 31.

XII. ABSENCES

A. Sick Leave

1. Sick leave shall be applicable only to permanent employees.
2. First year of service - one (1) working day of sick leave with pay for each month of service up to a maximum of six (6) days.
3. After first year of service - twelve (12) working days of sick leave with pay in each calendar year thereafter.
4. Following one (1) year of employment, any employee who requires less than ten (10) days of sick leave during a calendar year, shall be paid by January 15 of the following year for one-half ($\frac{1}{2}$) of the difference between twelve (12) days and the actual number of sick leave days taken at the regular day daily rate. The unpaid portion of this difference shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave if and when needed. Credit for accumulated sick leave shall be given since January 1, 1966. No employee, however, shall receive any credit in time off or payment for accumulated sick leave in the event of separation from municipal service for any reason. In no event shall the total accumulated sick leave exceed one hundred eighty (180) days.
5. Updated list of used and available sick time to be provided on or about January 15 of every year.
6. Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, non-service connected accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee or the second and third day of leave under Section 6, below.
7. A regular full time employee, who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day, or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off, with pay, as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. "Immediate family"

is defined to mean father, mother, wife or husband, brother or sister, son or daughter, mother-in-law or father-in-law of the employee. The first day of paid leave under this section will be charged as an excused absence. Up to two additional days will be charged to sick leave.

8. Every permanent employee who is entitled to sick leave shall furnish, whenever required, to the employer a medical doctor's certificate certifying as to the illness involved and that said employee is capable of performing his regular duties. The employer reserves the right to have any employee examined by a physician designated by the employer before being allowed to return to duty.

9. In case of leave of absence due to contagious disease, a certificate from the department of health having jurisdiction shall be required.

10. In case of death in the family of the employee, proof shall be required by the municipal administrator.

11. During protracted periods of illness or disability, the employer may require weekly or bi-weekly interim reports on the condition of the patient from the attending physician or the physician designated by the employer. When under medical care, employees are required and expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during each such period of illness or disability.

12. Sick leave with pay will not be allowed under the following conditions:

(a) If the employee, when under medical care, fails to carry out the order of the attending physician.

(b) If, in the opinion of the borough physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription habit forming drugs.

(c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.

(d) Three (3) consecutive days' sick leave, within any calendar week, without a doctor's certification.

(e) More than ten (10) days accumulated sick leave in an eight (8) month period, without a doctor's certification.

XIII. ABSENCES DUE TO DISABILITY

A permanent employee injured in the usual course of his employment and directly in line of duty shall receive full salary payments during his absence subject to the provisions, however, that

(1) Such full payment of salary shall not extend beyond a period equivalent to the total of one (1) week for each year of consecutive service of such employees computed from the date of last hire.

(2) Any employee who qualifies for payments under Workmen's Compensation benefits, shall during the period he is receiving such benefits, be entitled only to that portion of his full salary payments which, with the Workmen's Compensation payments, equals his normal salary, for the allowable period as aforesaid.

(3) Such absence shall not be charged against his sick leave. All other provisions regarding absences due to sickness or disability shall apply.

XIV. SPECIAL LEAVE

Any permanent employee desiring leave of absence without pay from his employment shall request such leave, in writing, stating the reason for the leave, and must receive permission, in writing from the department head. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the department head. During the period of absence, the employee shall not engage in gainful employment. An employee who fails to comply with this provision shall be deemed to have quit his employment. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employer shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a physician designated by the employer before he is returned to the job. The employee must make suitable arrangements for continuation of welfare and pension payments, if any, before the leave may be approved by the department head. An employee shall be allowed a maximum of six (6) months leave without pay during the term of this agreement unless said term is extended in writing by the borough of Leonia council.

The borough shall have the right, at its discretion, to to refuse to grant special leave under this section.

APPENDIX "A"

to Agreement between the Borough of Leonia and Local 29 RWDSU

1. For employees designated Laborer (Road Maintenance),
Collector and Janitor:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1-1-84	\$16,185	\$18,235	\$18,885	\$19,585
1-1-85	17,175	19,225	19,875	20,575
7-1-85	17,595	19,645	20,295	20,995

For Equipment Operator:

1-1-84	16,685	18,735	19,535	20,085
1-1-85	17,675	19,725	20,525	21,075
7-5-85	18,095	20,145	20,945	21,495

For Crew Chief:

1-1-84	17,017	19,067	19,717	20,417
1-1-85	18,007	20,057	20,707	21,407
7-5-85	18,427	20,477	21,127	21,827

For Equipment Mechanic:

1-1-84	17,365	19,415	20,165	20,765
1-1-85	18,355	20,405	21,155	21,755
7-5-85	18,775	20,825	21,575	22,175

Step 1 Shall be paid to employees upon entry into Borough service and while they are on probation.

Step 2 Shall be paid after six months of Borough service or completion of probation, whichever occurs later.

Step 3 Shall be paid after six months at Step 2.

Step 4 Shall be paid after six months at Step 3.

Increase from Step 1 to Step 2 shall become effective the first day of the month following completion of probation or six months of service.



July 17, 1986

MEMORANDUM OF UNDERSTANDING

RE: 1986-1987 CONTRACTUAL AGREEMENT BETWEEN THE BOROUGH OF LEONIA AND LOCAL 29 R.W.D.S.U.

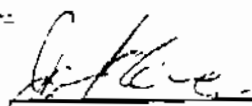
Let it be known that the representatives for the above caption parties have agreed to the following Salary Increases:

	<u>1986</u>		<u>1987</u>
January 1	\$1,000.00	January 1	\$1,000.00
July 1	400.00	July 1	595.00

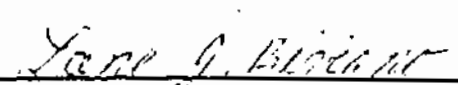
All other terms and conditions of the Contract shall remain the same as the 1984-1985 Contract which had been signed on June 26, 1984.

For the Union:

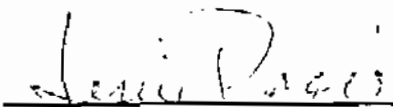
For the Borough of Leonia



 Joel Pave
 President & Business Manager
 LOCAL 29 - R.W.D.S.U. AFL/CIO



 Lane J. Biviano
 Borough Administrator



 Jesus Pages
 Steward

XV. HOLIDAYS

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day
12. Martin Luther King's Birthday
13. Three additional days to be scheduled at the option of the employee with the prior approval of the foreman of the Department of Public Works.

A holiday shall be granted for any other day proclaimed as a special holiday by the borough council.

Employees who are assigned to work on any of the above mentioned holidays shall receive, in addition to their rate of pay for that day, holiday pay at the rate of time and one-half their regular rate of pay for each authorized hour actually worked.

If a holiday falls on Sunday it shall be granted on the following Monday. If a holiday falls on Saturday, it shall be granted on the preceding Friday.

XVI. DENTAL INSURANCE

The Borough of Leonia shall provide individual Dental Coverage for all employees, in the Department of Public Works covered by this agreement effective January 1, 1977. Payment set for such coverage shall be made by the Borough.

Effective January 1, 1985, the Borough will expand dental coverage to include dependents.

XVII. SAFETY & PROTECTIVE EQUIPMENT

1. Gloves to be provided by Borough, \$20.00 allowance is no longer in effect.
2. The Borough will pay \$90.00 annually per employee toward the purchase of approved safety shoes. Receipts for shoes purchased shall be furnished to the Borough prior to payment.
3. The Borough will provide at the employer's expense replacement articles of uniform and safety equipment on the following basis:

<u>1988</u>	<u>1989</u>
1 Winter Jacket	1 Ike Jacket
2 pairs pants	1 pair pants
1 long-sleeve shirt	2 long-sleeve shirts
1 short-sleeve shirt	2 short-sleeve shirts
1 rain coat	5 T-shirts
1 pair galoshes	

4. The Borough will secure heavy-weight pants for use of employees, as part of the contract for providing work uniforms, during the winter months of November through March, beginning with the winter of 1988-1989.
5. The amount of \$25.00 shall be paid to an employee toward replacement of eyeglasses damaged on the job, based on the review and approval of the Superintendent and Director of Public Works, provided the replacement pair is made of proper protective materials.
6. Dust masks and safety glasses for drivers and 2nd man in dump.
7. Uniform Committee to be established consisting of three bargaining union employees and the DPW superintendent.

XVIII. GENERAL

A. On any day that the outside ambient temperature exceeds 88 degrees Farenheit, as determined by the Superintendent of the Department of Public Works, based on the temperature reported by the North Jersey Weather Observers, the working day will end at 2:30 p.m. provided all essential assigned tasks have been completed.

B. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or elsewhere but shall not supersede any of the requirements or prescriptions of NJSA 34:13A-1 et seq. as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this agreement.

C. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

D. If any clause contained in the agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

E. In bad weather, i.e., heavy rain, superintendent of DPW will allow third and fourth man to be dismissed upon arrival at DPW. Crew Chief and second man to transport truck to the dump and return to DPW providing all essential services are complete.

F. Errors in payment of wages shall be corrected during the week following discovery of the error, provided the employee has brought the error to the attention of the municipal administrator in writing, through the foreman, in sufficient time for the error to be corrected.

G. Employees may use the recreational and locker facilities of the DPW garage until two hours after quitting time, provided that the union assumes responsibility for maintenance and repair of damage to those facilities arising out of their use for recreation and leisure. Air conditioning and heating conditions in locker room to be improved.

H. Personal hygiene materials to be available to all employees.

XIX. MANAGEMENT OF THE BOROUGH'S AFFAIRS

It is recognized that the management of the borough government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the borough. Accordingly, the borough retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assignment, promotion or transfer, to determination of the amount of overtime to be worked, the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, stations, etc., determination of the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedule of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement and to make reasonable and binding rules which shall not be used to permanently change the present duty of the job classifications.

However the union and the employees shall have the right to submit to grievance and arbitration any exercise of any of these rights which prejudice or deprive the union or any employee of any existing contract right or benefit.

XX. PAST PRACTICE

All previous practices related to the terms and conditions of employment not herein enumerated or modified shall continue in full force and effect.

XXI. RETIREMENT

All employees enrolled in the Public Employee's Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

The employee's contribution to the plan is deducted from the salary paid to such employee and remitted to the state of New Jersey as required and prescribed by law.

The employer's contribution for such employee is determined by, and subsequently remitted to, the state of New Jersey, in accordance with the provisions of the law.

Employees having completed the required number of years of service and having attained the specified age may apply for retirement as provided by the plan.

XXII. ACCESS

An authorized officer or representative of the union shall have access during business hours for the purpose of participation in the adjustment of grievances and disputes, for investigation of matters herein described, covered by this agreement and for the basic purpose of effectuating the principles and provisions contained in this agreement. Such authorized officer or representative shall notify the municipal administrator in advance of his or her intention of exercising the rights covered by this clause.

XXIII. CONTINUED OPERATIONS

It is recognized that the need for continued and uninterrupted operation of the borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there will not be and that the union, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

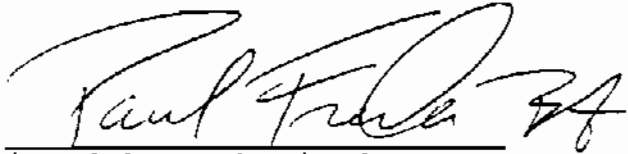
The borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

In witness whereof, we have set our hands this _____ day of
_____ 1988.

LOCAL 29, RWDSU

ATTEST: _____

By:


its duly authorized

THE BOROUGH OF LEONIA

ATTEST: 

Anne G. Williams
Borough Clerk

By:


Elizabeth Dwarica, Mayor

244-88

BOROUGH OF LEONIA

RESOLUTION

OFFERED BY COUNCILMAN Ziegler on consent calendar

AT MEETING OF MAYOR AND COUNCIL HELD November 9, 1988

RESOLVED

That the Council authorizes Mayor Dwarica to sign the agreement between the Department of Public Works and Local 29 R.W.D.S.U. which was prepared by the Borough attorney and dated August 5, 1988.

Seconded by Councilman Cassano
Unanimously approved on roll call vote
C. Zayat, Kollar absent

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON Nov 9, 1988

James J. Sullivan

BOROUGH CLERK

Contract no 1484



CALVIN WEAVER
Borough Administrator

June 4, 1990

312 Broad Avenue
Box 98
Leonias, N. J. 07605
(201) 592-5740

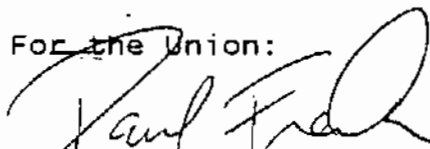
MEMORANDUM OF AGREEMENT

RE: 1990-1991 CONTRACTUAL AGREEMENT BETWEEN THE BOROUGH OF LEONIA AND LOCAL 29 R.W.D.S.U.

The parties in the above matter have reached the following tentative agreement subject to the approval of the Mayor and Council and ratification by the Union. The undersigned hereby recommend the following:

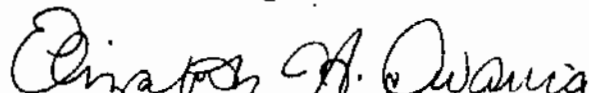
1. 7% Wage Increase (3 years)
2. Replacement of employee glasses up to \$150.00 per year
3. Shoe allowance of \$125.00 per year
4. Two hour minimum call out from 3:30 pm to midnight and four hour minimum call out from midnight to 6:00 am excluding Sundays
5. Longevity maximum 8% after 24 years of service
6. Paid optional physical every two years

For the Union:




Paul Freda
Business Agent
LOCAL 29 - R.W.D.S.U. AFL/CIO

For the Borough of Leonia:



Elizabeth H. Dwarica
Mayor



James Jamieson
Steward



Jose Alvarez
Superintendent, DPW

CW127:jk

APPENDIX "A"

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Equipment Mechanic:				
1990	\$25,170	26,489	28,530	30,570
1991	26,161	28,344	30,527	32,710
1992	27,992	30,328	32,664	35,000
Crew Chief:				
1990	24,822	26,167	28,183	30,198
1991	25,842	27,999	30,156	32,312
1992	27,651	29,959	32,267	34,574
Equipment Operator:				
1990	24,490	25,900	27,895	29,890
1991	25,578	27,713	29,848	31,982
1992	27,369	29,653	31,937	34,221
Laborer, Collector & Janitor:				
1990	23,990	25,762	27,534	29,307
1991	23,990	26,446	28,902	31,358
1992	23,990	27,178	30,366	33,553

Each step is for one year's service with the borough. Employees upon entry into service shall start at step 1. An employee who starts at step 1 in 1990 (\$23,990) is eligible for a salary increase to step 2 in 1991 (\$26,446) on his/her anniversary date.