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STORAGE

Bergen

RECORDS

THIS AGREEMENT made and entered into this 16th day of February, 1971, by and between

THE BOROUGH OF NORTH BERLIN

in the

COUNTY OF BERGEN

a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough"

---and---

LOCAL 1970 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, A.F.L.-C.I.O.

hereinafter referred to as the "Union".

WHEREAS, the parties hereto have carried on and conducted collective bargaining negotiations pursuant to and in accordance with Chapter 303 of the Laws of 1968 of the State of New Jersey for the purpose of developing and concluding an agreement covering wages, hours of work, and other conditions of employment.

NOW WHEREFORE, 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 Chapter 303 of the Laws of 1968 of the State of New Jersey and any amendments thereof.

BOOK DOES
NOT REGULATE

Section 2. The bargaining unit shall consist of all permanent hourly employees or members of the Street Department of the Borough of North Arlington, County of Bergen, State of New Jersey (now employed or hereinafter employed, except the Superintendent.)

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.

Section 5. This agreement shall be effective as of January 1, 1970 and shall continue in effect until December 31, 1971, and thereafter unless terminated by 120 days prior written notice given by either party to the other expressly stating its intention to terminate this agreement, in which case it shall be terminated 120 days following the receipt of such notice.

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 or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor of the Borough and the Union Steward shall be the designated bargaining agent. Additional representatives of each party by mutual consent may participate in a collective bargaining meeting.

Section 2. Collective bargaining meetings shall be held at the times and places mutually convenient at the request of either the Borough or the Union, but no meeting shall be held between September 1 and the first Tuesday in November of each year.

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 contract, and it shall recognize only an official representative of the Union as a bargaining agent.

ARTICLE IV. Security

Section 1. An employee who wishes to have the Borough deduct the regular amount of Union dues from his pay for transmittal to the Union shall execute an authorization card to be furnished by the Union. Such authorization shall not be effective until on or after ninety days from the date of employment.

Section 2. As provided in Section 1, the Borough agrees to deduct the Union monthly membership dues from the pay of those employees making said written authorization.

Section 3. Deductions shall be subject to Federal and State law and Court orders. The Borough shall not be responsible for delinquency in dues because of shortage in pay.

ARTICLE V. Work Schedules

Section 1. The work week and schedule shall consist of five days from Monday through Friday.

Section 2. a) Hours of work shall be a maximum of thirty-five hours per week at regular pay. Hours in addition to thirty-five shall be reimbursed on the basis of time and one half except as provided in Section 4 of the work'n Article.

b) The regular hours of work are from 8 a.m. to 4:00 p.m. except where the duties require other hours. One hour is allowed for lunch.

Section 3. The hours of work shifts will not be changed without five days notice to the affected employee and without first having discussed such changes and the reason for same with the representatives of the Union. In the event that no agreement is reached during said five day period, the Borough may put said changes in effect subject to review as provided in Article XIII.

Section 4. Where there is an emergency for three hours or less, an employee shall receive \$15.00 compensation for call-in time. An employee shall report for such emergency work when called, unless he has a reasonable excuse for not doing so. The Union will furnish the Borough with a call-up order. Failure by an employee to reasonably comply shall be cause for disciplinary proceedings.

Section 5. 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 requests for overtime and emergency assignments shall be fulfilled and complied with by the members of the bargaining unit.

ARTICLE VI. Wages

Section 1. All teachers, presently employed, shall receive a pay raise of \$500.00, effective January 1, 1970.

Section 2. All equipment operators, presently employed, shall receive a pay raise of \$600.00, effective January 1, 1970.

Section 3. All wages of existing employees shall be equalized on January 1, 1971:

a) All presently employed laborers in the department shall on January 1, 1971 receive the same base pay as the highest paid laborer in the department.

b) All presently employed equipment operators in the department shall on January 1, 1971 receive the same base pay as the highest paid equipment operator in the department.

Section 4. All laborers, presently employed, shall receive a pay raise of \$500.00 for the year 1971.

Section 5. All equipment operators, presently employed, shall receive a pay raise of \$600.00 for the year 1971.

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 and also to provide and pay for Major Medical Coverage with the Prudential Insurance Company of America.

ARTICLE VIII. Leaves of Absence

Section 1. Leaves of absence will be granted by the Borough pursuant to the N.J.S.A. 38:23-1 et. seq. 40:11-8 and 40:46-32, for military service, sick and disability leave and for other reasons as permitted by law.

Section 2. The Borough will permit members of the Union bereavement leave with pay not to exceed three calendar days beginning with the date of death for the employee to attend to the arrangements or funerals for spouses, children, parents, brothers or sisters or mother-in-law or father-in law, or anyone regularly residing in the household.

Section 3. The Borough will permit one officer of the Union from the bargaining unit leave with pay not

to exceed three calendar days in any calendar year for the purpose of traveling to and from and attending State Convention of Union.

ARTICLE IX. Seniority

Section 1. Seniority is defined as an employee's total length of service with the Borough beginning with his original date of hiring.

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, shift assignments, overtime and holiday duty.

b) In all cases of promotions, demotions, lay-off and recall, grade classification and seniority shall be given the consideration required by the 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.

Section 5. The Employer shall advise the appropriate Union Representative of any change which necessitate amendments to the seniority list, within a reasonable time.

ARTICLE X. Holidays

Section 1. a) The following days are recognized paid holidays:

New Year's Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

b) If any additional holidays are given to employees of any other department in the Borough

(except the Police Department) they shall also be given to members of this department.

Section 2. Payment of a holiday allowance is contingent upon the employee currently working and having worked his scheduled work day immediately preceding and his scheduled work day immediately following the holiday. Paid for absence or an absence for which the employee is excused by the Borough prior to day of absence, or absence due to illness substantiated by a doctor's certificate, on an employee's scheduled work day before or after (not both) a holiday shall be considered as fulfilling the requirements of having worked the scheduled work day for which he was absent referred to in this paragraph. If any of the provisions of this Section shall be waived for any other department in the Borough (except the Police Department) it shall also be waived for members of this department.

Section 3. Holidays which fall into the employee's vacation period shall be celebrated at the employee's option either immediately before or immediately after his vacation period.

Section 4. Each employee may be absent without deduction of pay for a maximum of two days per year for necessary personal business. Three days advance notice in writing shall be given, but no reason need be disclosed by the employee. Such leave shall be granted in accordance with the reasonable needs of the department.

ARTICLE XI. Management Rights

Section 1. The Borough maintains the exclusive right to direct the work force except as such right is relinquished, modified, or abridged by or is in conflict with this agreement. This right shall include, but shall not be limited to, the right to: (a) direct the employees; (b) hire, promote, transfer, and assign; (c) suspend, demote, discharge or take other disciplinary action for just cause; (d) take any action necessary in order to maintain the efficiency

of the Street Department; and determine the methods, means, manner, and personnel by which services shall be rendered.

Section 2. The right to make reasonable and equitable rules and regulations shall be considered an acknowledged function of the Borough except as such right is relinquished, modified, or abridged by or is in conflict with this Agreement.

ARTICLE XII. 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 XIII. Grievance Procedure

Section 1. The term "grievance" means a complaint by any employee where as to him there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee. A grievance pertains to working conditions and the relationship between an employee and his superior or between fellow employees.

The term grievance and the procedure relative thereto shall not be deemed applicable in matters where a method of review is prescribed by law.

Section 2. Any employee having a grievance shall have the right to present his grievance personally or through the Union representative.

Section 3. An aggrieved employee shall initiate his complaint to the Superintendent of the Street Department within five days of the occurrence complained of except in those cases where he is physically incapacitated in which event he shall initiate his complaint five days after

regaining his capacity to act. Failure to act within this period shall constitute an abandonment of the grievance. If the grievance is not adjusted satisfactorily at this stage, it may be subject to the grievance procedure set forth below.

Section 4. When the Union wishes to present a grievance for an employee or group of employees for settlement, such grievance shall be presented by the authorized Union Steward in the order outlined below. Settlement of any grievance shall not be inconsistent with the terms of this agreement.

Section 5. The procedure for presentation of grievances is as follows:

Step 1. Within 10 days of the complained of occurrence, the Union Steward or his duly authorized and designated representative shall present and discuss the grievance or grievances with the Superintendent of the Street Department of the Borough of North Arlington or his duly designated representative. The grievance shall be reduced in writing with a copy to the Mayor and Council specifying therein:

1. The nature of the complaint.
2. The result of the previous discussions.
3. The basis of the employees' dissatisfaction with the determination made by the Superintendent.

The Superintendent shall answer the grievance within five days after the same has been presented.

Step 2. Should the aggrieved employee and/or the Union Steward decide that the reply of the Superintendent is unsatisfactory, the Union Steward shall, within 5 days, submit the facts of the grievance again in writing, signed by the complainant, to the Chairman of the Street Committee. The Chairman of the Street Committee shall, within 5 days, reply to the Union Steward in writing of his decision.

The Chairman of the Street Committee, prior to his decision, shall hold an informal meeting with the aggrieved employee, the Superintendent and the Union Steward and establish from each the facts of the situation.

Step 3. If the grievance is not resolved in Step 2 or if no answer has been received from the Chairman of the Street Committee within the time set forth in Step 2, no later than 10 days thereafter, the Union Steward shall present the grievance in writing to the Street Committee. The Street Committee shall hold a hearing at which all parties in interest shall have a right to be heard. The Street Committee shall submit its report including its findings and recommendations to the Mayor and Council at the regularly scheduled Council meeting following said hearing. Within 10 days thereafter, the Mayor and Council shall notify the Union of its determination. NOTE: All time periods are exclusive of Saturdays, Sundays or Holidays.

Step 4. If the grievance has not been settled during Step 3, the Union and/or the Borough may request advisory mediation of the grievance pursuant to the rules and regulations of the Public Employment Relations Commission, Chapter 303, Laws of 1968. Failure to make a request within 15 days shall constitute a bar to such proceedings. The cost of the mediator's services shall be shared by the parties, and each of the parties shall bear their own costs.

Section 6. The Union will notify the Borough in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

Section 7. The Council Representative of the Union who is not an employee of the Borough shall be permitted to visit with the employees during working hours at their work stations for the purpose of discussing Union representation matters provided however, such conferences shall not

interfere with work schedule. Such representative shall also be recognized by the Borough as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

Section 8. The Union Steward shall be permitted to confer with the Council Representative and with the employer 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 schedule of the Street Department.

ARTICLE XIV. Work Uniforms

The Borough shall supply work uniforms for the employees and the employees shall wear said uniforms as prescribed by the Borough.

ARTICLE XV. Vacations

Section 1. a) Annual vacation leave with pay shall be earned at the rate of one working day's vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten years of service; fifteen (15) working days vacation after the completion of ten years and up to twenty (20) years of service; twenty (20) working days vacation after the completion of twenty (20) years of service.

b) If any greater vacation schedule be allowed to members of any other department in the Borough (except the Police Department) such increased vacation schedule shall also be given to members of this department.

Section 2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE XVI. Longevity Pay

Longevity pay shall be paid by the Borough, pursuant to in accordance with the provisions of an ordinance entitled, "An Ordinance to Establish a Longevity Pay Program for the Classified Employees of the Borough of North Arlington, County of Bergen, State of New Jersey", (Ordinance #894), adopted 10/4/66, and the amendments and supplements to date thereto, which ordinance is made a part of this Agreement as though set forth at length herein.

ARTICLE XVII. 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 Borough and such notices so approved shall be posted by the Borough as soon as possible.

ARTICLE XVIII. Savings Clause

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent

that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the Borough and the Union agree to meet within 10 days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clauses within thirty days. Said thirty days may be extended by mutual consent of both parties.

ARTICLE XIX. 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.

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

ATTEST:

Molly D. [Signature]
BOROUGH CLERK

BOROUGH OF NORTH ARLINGTON

BY Edward J. [Signature]
EDWARD J. SLODOWSKI, MAYOR

ATTEST:

Herman E. [Signature]
SECRETARY

LOCAL 1970 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, A.F.L.-C.I.O.

BY Paul [Signature]
PRESIDENT

Thomas Malone
THOMAS MALONE
CHAPTER CHAIRMAN

Patrick [Signature]
PATRICK NARDOTTI
COUNCIL REPRESENTATIVE