

file

Contract no. 1055

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 3 1992
RUTGERS UNIVERSITY

A G R E E M E N T
BETWEEN

THE BOROUGH OF NORTH ARLINGTON

AND

NJELU LOCAL NO. 1/SEIU LOCAL NO. 1988
BARGAINING AGENT FOR THE WHITE-COLLAR EMPLOYEES

JANUARY 1, 1989 through December 31, 1991

BOROUGH COUNSEL

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PREAMBLE

Cont
9/13/89 JJK

RM.

1989

This Agreement entered into this day of 7/13, 1988,
by and between the Borough of North Arlington, in the County of
Bergen, State of New Jersey, hereinafter referred to as the
"Borough", and NJELU Local No. 1/SEIU Local 1988, hereinafter
referred to as the "Union".

WHEREAS the parties have carried on collective Bargaining
for the purpose of developing a contract covering wages, hours of
work and all other conditions of employment for the white collar unit
of the Borough.

NOW THEREFORE, the parties agree to terms as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of the employees employed by the Borough and those employees working under such additional or different titles generally considered to be white collar in nature which may be added during the term of this Agreement.

In the event the Borough and the Union disagree as to whether a particular title is considered white collar in nature, the dispute shall be submitted to the Public Employment Relations Commission for a final and binding determination of whether or not the title is covered by this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Borough or prevent it from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by law, or by any agency with regulatory powers or with authority to license or accredit municipal facilities or their personnel.

ARTICLE III
EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey Statutes or any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal Law.

C. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

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 V
GRIEVANCE PROCEDURE

Any grievance relating to the terms or conditions of employment for employees covered by this Agreement shall be handled in the following:

Step One:

The aggrieved employee or his/her representative shall present to his/her department head in writing an account of the grievance and a demand for relief. The written account shall be sent to the department head within five (5) days of the date of the grievance arises. The department head shall deliver his/her response in duplicate to the employee and the shop steward.

Step Two:

In the event the employee or the Union is not satisfied with the response of the department head, or if no response has been made and all extensions have been expired the grievance may be appealed to the Borough Administrator within five (5) days from the receipt of the department head's response, or lack of response, copies of the initial grievance, the department head's response (if available) and any additional statements which the employee or the Union desire to make. Within five (5) days of his receipt of the appeal, the Borough Administrator shall deliver a written response in duplicate to the employee and to the shop steward.

Step Three:

In the event the employee or the Union is not satisfied with the response of the Borough Administrator, the employee or the Union shall have the right to file an appeal and to have the grievance resolved by submission to final and binding arbitration. Notice of said appeal shall be sent to the Borough within ten (10) days of the receipt of the Borough Administrator's response. The appointment of an arbitrator shall be requested through the Public Employment Relations Commission. The arbitrator shall have the authority to hear the grievance to decide the matter finally. The arbitrator's decision shall neither modify, add to nor subtract from the term of this Agreement. The decision of the arbitrator shall be rendered within thirty (30) days after the completion of a hearing. The cost of the arbitrator and his expenses will be borne equally by both parties, unless otherwise provided by law.

ARTICLE VI
SALARIES AND WAGES

1. The salary schedules paid to all employees covered by this Agreement are set forth in Schedules A and B, annexed hereto.

2. Members of the bargaining unit employed prior to January 1, 1989, who have not attained their maximum salary range shall receive an increment of Three Hundred (\$300.00) Dollars to the base annual salary every six (6) months from the date of permanent appointment until the maximum salary set forth for their title under Schedule "A" has been attained. The last of said increments shall be the lesser of Three Hundred (\$300.00) Dollars or an amount necessary to attain the maximum salary.

For all employees hired on or after January 1, 1989, the wage rate shall be as set forth on Schedule "B", attached hereto and made a part hereof. Increments shall be provided on the employee's annual anniversary date until maximum salary for their title has been attained.

3. All paychecks shall be issued and distributed every Thursday. In the event holiday is recognized under this Agreement on a Thursday, paychecks shall be distributed the preceding Wednesday.

ARTICLE VII

LONGEVITY

All employees shall be paid longevity payments in addition to their base annual salary to be calculated from the date of hire as follows:

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

ARTICLE VIII
INSURANCE BENEFITS

1. The Borough shall pay the premiums for insurance coverage of all employees under the New Jersey State Health benefits Program. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection.

2. The Borough shall enroll and maintain all employees under the same Disability Benefits Program provided to the Police Department, which plan shall be provided at no cost to the employee. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection.

3. The Borough shall offer to all employees enrollment in the New Jersey Dental Plan, which plan is presently in effect at the Borough as of the date of this Agreement. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection. The Borough shall pay the full premiums for said dental coverage for employees who elect to participate.

4. The Borough shall provide life insurance for individual employees covered by this Agreement with a death benefit of not less than Twenty Thousand (\$20,000.00) Dollars per employee.

5. The Borough agrees to provide liability insurance coverage

in an adequate sum to cover employees while engaged in the performance of their duties.

6. The Borough shall enroll all employees in a prescription drug plan. All premiums for said insurance shall be paid by the Borough. There shall be a deductible of no more than Three (\$3.00) Dollars on each eligible prescription.

7. All employees covered by this Agreement shall receive eye care reimbursement based upon proof of payment for eye examination or eyewear, which amount shall not exceed:

1989 - \$100.00

1990 - \$200.00 *MM - 9/19/89am*

1991 - \$200.00 *MM - 7/13/89am*

Such payment shall be restricted to "employee only".

ARTICLE IX

SICK LEAVE

Sick leave shall accumulated in accordance with the Civil Service Statutes and Regulations.

1. Every employee shall accumulate one (1) day per month sick leave during the first calendar year of employment and thereafter 15 days per year.

2. For the purposes of this paragraph only, the within contract year shall be December 1st of each year to November 30th of the following year. The first year applicable hereunder shall be December 1, 1988 to November 30, 1989.

In the event the employee does not utilize any or a portion of his/her sick leave, said employee shall be reimbursed on the following schedule:

<u>ACCUMULATED DAYS</u>	<u>% OF COMPENSATION</u>
14 - 15	100%
10 - 13	60%
5 - 9	40%
1 - 4	20%

It is further agreed that payment for unused sick leave shall be made no later than the pay day prior to Christmas Day of each year.

It is expressly understood that an employee must work the entire 12 month period from December 1 through November 30 to be eligible for the benefit.

3. In the event the Employer purchases the balance of an employee's sick leave from that calendar year, and the employee utilizes sick leave thereafter in December, said sick leave may be deducted from the accumulated bank or be credited against the immediately succeeding year's sick leave allotment.

ARTICLE X

PERSONAL DAYS

Each employee may be absent without loss of pay for a maximum of three (3) days per year for personal reasons. Such leave shall be granted upon reasonable notice to and approval of the department head. The department head's approval shall not be unreasonably withheld. Personal days under this Article shall not accumulate from year to year.

In lieu of a clothing allowance received by other bargaining units within the Borough, employees in the White Collar Unit shall be entitled, to two (2) additional personal days per year subject to the conditions set forth in Paragraph 1 above.

ARTICLE XI
LEAVE OF ABSENCE

The Borough may grant on thirty (30) days' written notice the request of an employee to take a leave of absence without pay not to exceed six (6) months. The Borough may waive the notice requirement. The Borough may extend such leave for a period not to exceed an additional six (6) months with the consent of the Department of Civil Service. In the event the employee extends his or her granted leave without the approval of the Borough, his or her employment may be terminated.

ARTICLE XII
BEREAVEMENT LEAVE

Employee shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family includes mother, father, sisters, brothers of the employee, children, mother-in-law, father-in-law, brother-in-law and sister-in-law, or persons so designated as legal guardians or anyone regularly residing in the household. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse.

2. An employee may request from his department head additional days off in connection with a death in the family.

ARTICLE XIII
RETIREMENT BENEFITS

1. The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the Public Employment Relations Statutes of the State of New Jersey.

2. The Borough shall provide and pay the premium for the insurance coverage set forth in Article VIII, Paragraph 1 herein to all employees who retire after ten (10) years of Borough employment. Said insurance coverage is to be terminated upon the employee's obtaining another substitute policy or upon the expiration of five (5) years subsequent to retirement, whichever comes first.

3. The Borough shall provide and pay for a life insurance policy with a death benefit of no less than Ten Thousand (\$10,000.00) Dollars to all employees who retire after ten (10) years of Borough employment.

ARTICLE XIV

HOLIDAYS

1. All employees shall receive the regular base of pay for one (1) full day without being required to work for each of the following recognized Holidays:

New Year's Day	Independence Day
Martin Luther King, Jr's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Election Day	Day after Thanksgiving
Memorial Day	Christmas Day

2. If the event a holiday falls on a Saturday, it shall be observed by the Borough on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed by the Borough on the following Monday.

3. In addition to the recognized holidays set forth in Paragraph 1 above, the Borough shall observe all additional holidays declared by the President of the United States, the Governor of New Jersey or the Mayor & Council of the Borough of North Arlington.

4. If any of the above named holidays fall within an employee's scheduled vacation, the employee shall be entitled to such holiday(s) at anytime during the calendar year.

ARTICLE XV

VACATIONS

1. Employees shall be entitled to paid vacations based upon the following schedule determined by length of service:

0 - 1 year	1 day for each full month of service
1 - 10 years	17 days
10 - 15 years	18 days
15 - 20 years	20 days
20 - 25 years	25 days
25 years or more	30 days

2. Vacation allowance must be taken during the current calendar year at such time as approved by the Borough.

ARTICLE XVI

WORK SCHEDULE

1. Hours of work for all employees shall be from 8:30 A.M. to 4:00 P.M., Monday through Friday, inclusive. All employees shall be allowed one-half ($\frac{1}{2}$) hour leave for lunch and two (2) fifteen (15) minute coffee breaks, one to be taken in the morning and one in the afternoon.

2. It is agreed by both parties that the hours of work for the employees covered under this Agreement cannot be changed without notice to and negotiation with the Union.

ARTICLE XVII
OVERTIME COMPENSATION

1. Overtime work shall be defined as all work performed in excess of the standard seven (7) hours work day inclusive of coffee breaks, exclusive of lunch. Compensation for overtime work shall be computed as follows:

A. For hours worked in excess of seven (7) hours in any one day, the employee shall be paid for the number of hours worked at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

B. For hours worked in excess of of thirty five (35) hours in any one week, inclusive of credit for holiday leave, the employee shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

C. For hours worked on a Saturday, the employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

D. For hours worked on a Sunday, the Employee shall be paid 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, the employee shall be paid at the rate of two (2) times the regular straight time rate.

F. For hours worked on a holiday recognized under this Agreement, the Employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate, exclusive of holiday pay

declared under Article XIV of this Agreement.

In no event shall an employee be compensated for overtime work under more than one of the formulas set forth above.

2. In the event an employee not on duty is called into work for an emergency either after the completion of a regularly scheduled work day or prior to the commencement thereof, he/she shall receive the greater of the payment of Thirty (\$30.00) Dollars or a minimum of two (2) hours pay at the applicable overtime compensation required under paragraph 1 above. Such payment shall be made regardless of time actually worked by the employee as a result of being called into work.

3. Overtime work for emergency assignments are recognized by both parties as necessary and required for the health, safety and welfare of the inhabitants of the Borough. Emergency assignments shall not be refused.

4. The Borough shall pay overtime compensation once a week.

5. Overtime work within a department shall be distributed as to provide for equal or nearly equal opportunity for all employees in the department to work overtime.

6. Overtime work shall be offered first to employees within the department in which the work is required and then to employees in the white collar unit at large. Within the department, overtime work shall be offered first to employees working in the title in which the work is required and next to all employees within the department based upon seniority. After overtime work has been offered to all

employees within the department, it shall be offered to employees outside of the department on the basis of seniority. The Borough shall maintain a seniority roster for all white collar employees. For purposes of this paragraph, there shall be two departments: (1) Administrative and Executive, which shall consist of Construction, Tax, Clerk and Administration employees; and (2) Court and Police which shall consist of all employees working with either the Police Department or the Municipal Court.

ARTICLE XVIII

SENIORITY

1. Seniority is defined as an employee's total length of service with the Borough beginning on his first date of employment. An employee whose service with the Borough was discontinued for reasons other than leave of absence and whose employment was subsequently resumed shall not accrue seniority credit during the time when he/she was not employed by the Borough.

2. All senior employees shall receive preference in connection with the scheduling of vacations.

3. Seniority shall be considered by the Borough on cases of promotions, demotions, layoffs and recall.

4. The Borough shall maintain an accurate seniority roster to show each employee's date of hire, classification and pay rate. A copy of said roster shall be furnished to the Union upon request, which request shall not be made within two (2) times in one (1) year.

ARTICLE XIX
UNION BUSINESS

1. The Union shall designate a shop steward who shall be charged with the responsibility in handling Union affairs under this Agreement.

2. The Union shall have the right to represent individual employees through all stages of the grievance procedure by its officers, agents or shop stewards.

3. The Borough shall permit the shop steward of the Union or any one Union member designated by the shop steward, leave with pay not to exceed six (6) calendar days in one (1) calendar year for the purpose of attending to Union business. In no event shall more than one (1) Union representative be on leave at the same time.

ARTICLE XX

BULLETIN BOARDS

1. The Borough agrees to provide bulletin boards for Union purposes in locations to be determined by the Borough.

2. The bulletin boards may be used by the Union for general matters of Union interest. Among the purposes for which the bulletin boards may be used include the following:

Notice of Union meetings

Nominations and Election Notice

Election results

Copies of Agreements between the Borough and the Union

3. The Union agrees not to use the bulletin boards for employment, derogatory or disruptive purposes.

4. All uses of the bulletin boards shall be subject to the approval of the applicable department head. Said approval shall not be unreasonably withheld.

ARTICLE XXI
PAYROLL DEDUCTIONS

A. Payroll deductions from employees salaries for dues to the Union shall be made by the Borough upon submission by the Union to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward the same to the Union.

B. As to those employees covered under this Agreement who are not members of the Union and from whom payroll deductions or dues are not made under Paragraph A of this Article, the Borough shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty-five (85%) percent of the payroll deducted from those employees who are members of the Union and shall forward same to the Union.

C. Upon receipt of written authorization signed by an employee, deduction shall be made from the employee's salary and forwarded to N.J.E.L.U. Credit Union in the manner and amount specified in the authorization.

ARTICLE XXII

NON-INTERRUPTION OF WORK

1. The Union agrees not to cause, sanction or take part in any strike whatsoever, either sit-down, sit-in, sympathy, general or other strike. The foregoing shall not be deemed in derogation of, but in addition to, any coalition against strikes provided by law.

2. The Borough represents that it shall not cause a "lock-out" of Union employees.

ARTICLE XXIII

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of signing of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIV

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours or work, or other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. No more than three (3) representatives of each party plus counsel shall participate in collective bargaining sessions except by consent of the other party.

2. Collective negotiations for the contract period beginning on January 1, 1992, shall commence upon the Union's presentation of its demands to the Borough for a negotiation session shall be scheduled at the convenience of both parties.

3. Union representatives scheduled to work during the periods agreed upon for negotiations shall be permitted to attend the negotiations without penalty or loss of pay. Additionally, Union representatives shall be permitted to meet for consultation purposes immediately prior to the start of the session without penalty or loss of pay.

ARTICLE XXV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

ARTICLE XXVI

LOUNGE AREA

1. The Borough shall maintain the lounge area for employees at its present location on the **second** floor of the municipal building. The lounge area shall be furnished with a refrigerator, table and chairs.

2. On the days that Municipal Court is in **session**, the Borough shall lock the door to the lounge area so that it is not **accessible** to the public.

SALARY SCHEDULE (A)

<u>Title</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>7/1/91</u>
Senior Clerk Typist/Administrative and Executive & Construction	23,846	24,323	25,782	26,298	28,139	28,702
Senior Clerk Typist/Police	20,961	21,380	22,663	23,116	24,734	25,229
Clerk-Steno/Administrative and Executive	20,614	21,026	22,288	22,733	24,325	24,811
Clerk Typist/Court	19,573	19,964	21,162	21,585	23,096	23,558
Clerk-Steno/Police	20,614	21,026	22,288	22,733	24,325	24,811
Violations Clerk/Court	21,075	21,497	22,786	23,242	24,869	25,366
Senior Bookkeeping Machine Operator/Water	23,246	23,711	25,134	25,637	27,431	27,980
Senior Bookkeeping Machine Operator/Tax	23,088	23,550	24,963	25,462	27,245	27,790
Senior Cashier Typing/Tax	25,494	26,004	27,564	28,115	30,083	30,685
Senior Clerk Steno/AGE	22,873	23,331	24,730	25,225	26,991	27,531
Clerk/Court	16,228	16,552	17,545	17,896	19,149	19,532

SALARY SCHEDULE (B)

	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>7/1/91</u>
<u>CLERK</u>						
After 3d Yr. (Max)	16,228	16,552	17,545	17,896	19,149	19,532
After 2d Yr.	15,921	16,137	16,799	17,033	17,869	18,125
After 1st Yr.	15,615	15,723	16,054	16,171	16,589	16,717
Hiring	15,309	15,309	15,309	15,309	15,309	15,309

CLERK TYPIST

After 3d Yr. (Max)	19,573	19,964	21,162	21,585	23,096	23,558
After 2d Yr.	19,203	19,465	20,263	20,545	21,553	21,861
After 1st Yr.	18,834	18,965	19,364	19,505	20,009	20,163
Hiring	18,465	18,465	18,465	18,465	18,465	18,465

CLERK STENOGRAPHER

After 3d Yr. (Max)	20,614	21,026	22,228	22,733	24,325	24,811
After 2d Yr.	20,225	20,499	21,341	21,637	22,699	23,023
After 1st Yr.	19,836	19,973	20,394	20,542	21,071	21,225

SALARY SCHEDULE (B)

<u>CLERK</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>7/1/91</u>
After 3d Yr. (Max)	16,228	16,552	17,545	17,896	19,149	19,532
After 2d Yr.	15,921	16,137	16,799	17,033	17,869	18,125
After 1st Yr.	15,615	15,723	16,054	16,171	16,589	16,717
Hiring	15,309	15,309	15,309	15,309	15,309	15,309

CLERK TYPIST

After 3d Yr. (Max)	19,573	19,964	21,162	21,585	23,096	23,558
After 2d Yr.	19,203	19,465	20,263	20,545	21,553	21,861
After 1st Yr.	18,834	18,965	19,364	19,505	20,009	20,163
Hiring	18,465	18,465	18,465	18,465	18,465	18,465

CLERK STENOGRAPHER

After 3d Yr. (Max)	20,614	21,026	22,228	22,733	24,325	24,811
After 2d Yr.	20,225	20,499	21,341	21,637	22,699	23,023
After 1st Yr.	19,836	19,973	20,394	20,542	21,073	21,235
Hiring	19,447	19,447	19,447	19,447	19,447	19,447

ARTICLE XXVII

TERM

A. This agreement shall become effective as of January 1, 1989, and shall remain in full force and effect until midnight December 31, 1991, then this Agreement shall continue in full force and effect on a month-to-month basis until a new Agreement is executed.

ATTEST:

BOROUGH OF NORTH ARLINGTON

Constance K. Keenan

By: *Constance K. Keenan*

WITNESS:

NJELU LOCAL NO. 1/SEIU Local 1988

By: *Macci Keenan*

By: *Shirley Seemle*