

**AGREEMENT**

**between**

**BOROUGH OF HO-HO-KUS**

**and**

**HO-HO-KUS PUBLIC WORKS EMPLOYEES ASSOCIATION**

**January 1, 2003 through December 31, 2006**

## TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
I RECOGNITION	2
II DUES CHECK-OFF	3
III VISITATION AND BULLETIN BOARD	4
IV UNION STEWARDS	5
V GRIEVANCE PROCEDURE	6
VI MANAGEMENT RIGHTS	9
VII SENIORITY	10
VIII POSTING AND VACANCIES	11
IX LOSS OF SENIORITY	12
X LEAVE OF ABSENCE	13
XI DISCHARGE AND DISCIPLINE	14
XII RULES AND REGULATIONS	15
XIII HOURS OF WORK	16
XIV OVERTIME	17
XV CALL IN AND CALL BACK PAY	19
XVI WAGES	20
XVII LONGEVITY PAY	21
XVIII VACATIONS	22
XIX HOLIDAYS	24

XX	SICK LEAVE	25
XXI	BEREAVEMENT LEAVE	28
XXII	JURY DUTY, MILITARY LEAVE AND COURT APPEARANCES	29
XXIII	MEDICAL INSURANCE	30
XXIV	UNIFORMS	31
XXV	NON-DISCRIMINATION	33
XXVI	MAINTENANCE OF OPERATIONS	34
XXVII	SEPARABILITY AND SAVINGS	36
XXVIII	AMENDMENT OF AGREEMENT	37
XXIX	FULLY BARGAINED PROVISIONS	38
	TERM AND RENEWAL	39
	APPENDIX A - PAGE 1	40
	APPENDIX A - PAGE 2	41
	GENERAL CONDUCT RULES AND REGULATIONS	42

## **PREAMBLE**

This Agreement made and entered into this 29th day of December, **2005**, by and between the BOROUGH OF HO-HO-KUS, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and **HO-HO-KUS PUBLIC WORKS ASSOCIATION**, hereinafter called the "Association", to be effective **January 1, 2003 to December 31, 2006**.

**ARTICLE I**  
**RECOGNITION**

1.01 In accordance with the provisions of NJAC 19: 11-31, the Borough voluntarily recognizes the Association as the exclusive collective negotiations agent for all employees covered and more specifically, all permanent full-time and regular part-time maintenance and mechanic employees employed by the Borough of Ho-Ho-Kus in the Department of Public Works.

1.02 Specifically excluded from the bargaining unit are all office clerical employees, guards, supervisors, professionals, temporaries, police, managerials and confidentials within the meaning of the Act and all other employees of the Borough.

1.03 Reference to male employees shall include female employees.

**ARTICLE II**  
**DUES CHECK-OFF**

Not Applicable

## **ARTICLE III**

### **VISITATION AND BULLETIN BOARD**

3.01 A legal advisor will be permitted to visit the Association steward or the alternate steward, on Borough premises, to discuss Association business, provided such visit does not interfere with the normal operations of the business of the Borough or normal duties of its employees.

3.02 Prior to a legal advisor entering the Borough premises for the purposes noted in Section 3.01 above, the representative shall first obtain permission from either the Superintendent of Public Works or in his/her absence the Borough Administrator.

## **ARTICLE IV**

### **ASSOCIATION STEWARDS**

4.01 The Borough and the Association agree that the Association may designate one (1) steward for the entire bargaining unit and one (1) alternate steward, who shall only serve in the absence of the steward.

4.02 The term "absence" as used in paragraph 4.01 above shall mean "not present on the job on any specific day".

4.03 The designated steward shall have the right to receive and present grievances in accordance with the provisions of this Agreement.

4.04 The designated steward shall suffer no loss in pay for time taken during scheduled working hours to settle grievances. The designated steward shall first seek the permission of the supervisor to settle grievances on the employer's time; such permission shall not be unreasonably withheld.

4.05 No more than one (1) member of the Association's negotiating team shall suffer loss in regular straight pay for any time spent on contract negotiations with Borough officials, or the Borough's designated representatives, if such negotiations take place during work hours.

4.06 The Association shall notify the Borough in writing of the name of the steward and alternate steward and notify the Borough of any changes within three (3) working days from their appointment.

## ARTICLE V

### GRIEVANCE PROCEDURE

5.01 Definition - The term "grievance" as used herein means any dispute over the interpretation, application, or violation of those policies, agreements, or administrative decisions, which affect the terms and, conditions of employment of employees covered under this Agreement.

5.02 Purpose - The parties agree that this Procedure shall be kept as informal as may be appropriate, and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management.

#### 5.03 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### STEP ONE:

The aggrieved employee and/or the designated steward, or in his/her absence the alternate steward, shall present and discuss the grievance with the Superintendent of Public Works within three (3) working days of the occurrence of the same. Any grievance not presented within three (3) working days of occurrence is deemed waived. If the aggrieved party is not satisfied with the decision of the Superintendent they shall reduce the grievance to writing within two (2) working days and one (1) copy shall be given to both the Commissioner of Public Works of the Borough and the Superintendent. Any grievance not reduced to writing and presented to the Superintendent and the

Commissioner within two (2) days of decision of the Superintendent is deemed waived. A written receipt will be given by the Borough, if requested by the aggrieved.

STEP TWO:

Within ten (10) working days after receipt of the written grievance by the Commissioner of Public Works, the Commissioner shall render a decision in writing, which shall be filed with the Borough Clerk, and a copy delivered to the aggrieved employee.

STEP THREE:

If the aggrieved employee is not satisfied with the Step Two Decision, the employee may appeal within ten (10) working days, directly to the Mayor and Council and such appeal shall be in writing and shall set forth the facts related thereto, each specific issue with which the Association disagrees with the decision at Step Two and the action requested to be taken by the Mayor and Council. In the event an appeal is not timely filed in writing with the Mayor and Council, the decision at Step Two shall be final and the matter shall be considered closed. The time to file may be extended only by written consent of all parties. Within thirty (30) working days the appeal has been filed with the Mayor and Council, a hearing may be held with the Association and the Mayor and Council, and the Mayor and Council shall within thirty (30) days after said hearing inform the Association in writing of its determination relative to said grievance.

STEP FOUR - Arbitration:

1. If the aggrieved employee and/or the Association are not satisfied with the decision at Step Three, then within ten (10) calendar days the grievance shall be referred to the New Jersey State Board of Mediation for the selection of an arbitrator pursuant to the rules of the Board.

2. The arbitrator shall have no authority to add to, subtract from or in any way modify the Agreement between the parties and shall be bound by the laws and cases of the State of New Jersey.

3. The arbitrator shall set forth the findings and conclusions in a written opinion and awards.

4. The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

5.04 Nothing contained in this Article shall limit the right of an employee to process his/her own grievance provided, however, the Association shall be notified by the Borough of all such situations and shall have the right to be present during the same, and further provided that any agreement reached with such employee shall not violate this Agreement.

5.05 Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

6.01 The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States.

6.02 The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

6.03 Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough in any of its rights, responsibilities and authority under N.J.S.A. (R.S.) 11, 40 and 40A or any other national, state or county laws or ordinances.

## **ARTICLE VII**

### **SENIORITY**

7.01 It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls and vacations only. In each such case, however, ability to perform the work in a satisfactory manner shall be the major factor in designating those employees to be affected. In addition to the foregoing, the principle of seniority is recognized in permanent job assignments, but the major factor in making such assignments will be the employee's ability to perform the work in a satisfactory manner. Such assignments will be made in the sole discretion of the Borough and will not be subject to the Grievance Procedure.

7.02 Following an appointment to a full-time position of employment employees shall be probationary employees for a six-month (6) period.

7.03 An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

7.04 The seniority of an employee is defined as the last date of hire for full-time services as a Borough employee.

7.05 In the event of layoffs and re-hiring, the last person hired shall be the first to be laid off, and the last person laid off, shall be the first person to be recalled in accordance with his seniority, provided the more senior employee is, in the judgment of the Borough, able to do the available work in a satisfactory and qualified manner.

## **ARTICLE VIII**

### **POSTING AND VACANCIES**

8.01 All new and vacant positions in the Department of Public Works shall be given to the Association steward for posting on the bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the Superintendent and to the Commissioner of Public Works for consideration.

8.02 It shall generally be the policy of the Borough to fill such vacancies from within the employees who comprise the bargaining unit subject, however, to the ability, training, education, experience and physical condition of the applicants being major factors in the decision from within or without the Borough to fill such vacancy. In the event the foregoing are deemed relatively equal by the Borough, the employees with the greatest seniority will be given preference, as between each other and between outside candidates.

**ARTICLE IX**

**LOSS OF SENIORITY**

Seniority shall be lost by an employee for the following reasons:

9.01 Voluntary quitting. A voluntary quitting shall mean failure to report back for work no later than the beginning of the next work day following the conclusion or termination of any leave of absence unless excused by the Borough.

9.02 Discharge for cause.

9.03 Failure to report for work within forty-eight (48) hours (when called back after a layoff), after receipt of a registered letter or telegram, unless such failure is mutually agreed between the Borough and the Association to be excusable.

9.04 Failure to be called back to work for a period of six (6) months after layoff, unless a greater period of time is established by mutual agreement between the Borough and the Association.

## **ARTICLE X**

### **LEAVE OF ABSENCE**

10.01 A permanent employee may request a leave of absence without pay for a period not to exceed thirty-days (30). Such request will be subject to approval of the Borough and, taking into account the needs of the Borough, will not be unreasonably withheld.

10.02 Leave of absence, if granted, may be renewed upon the request of the employee for reasons of personal illness, disability, or other reasons deemed proper by the Borough.

10.03 The Borough reserves the right not to grant a request for leave of absence, and further reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days.

10.04 It is specifically agreed and understood that each decision regarding a leave of absence made by the Borough shall be on its own merits and shall not establish a precedent for any other leave of absence at any other date.

10.05 At the expiration of any authorized leave of absence, the employee shall be returned to the position from which the employee is on leave with any increases that have come due during the leave.

10.06 Seniority shall be retained and shall accumulate during any authorized leave of absence. Any other benefits, however, shall not accrue beyond one (1) month during such leaves.

## **ARTICLE XI**

### **DISCHARGE AND DISCIPLINE**

11.01 A permanent employee may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include, but not be limited to, the following:

- A. Neglect of duty or tardiness.
- B. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- C. Incompetency, inefficiency or incapacity due to mental or physical disability.
- D. Insubordination or serious breach of discipline.
- E. Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances or being intoxicated while on duty.
- F. Violation of any Departmental rules or regulations.
- G. Commission of any criminal act.
- H. Engaging in any work stoppage.

11.02 Any discharge, suspension, or other discipline, which results in loss of pay, may be subject to the grievance procedure and arbitration. Letter of reprimand shall be subject to the grievance procedure, but not arbitration. Verbal warnings shall not be subject to any grievance procedure or arbitration.

11.03 A grievance by an employee claiming that he/she has been unfairly discharged or suspended must be submitted to the Borough in writing within three (3) working days of the disciplinary action.

## **ARTICLE XII**

### **RULES AND REGULATIONS**

12.01 Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Association before they are implemented.

## **ARTICLE XIII**

### **HOURS OF WORK**

13.01 This Article is intended to define the normal hours of work and should not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

13.02 The basic workweek shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

13.03 The basic workday shall be from 7:00 A.M. to 3:30 P.M., but may be varied for seasonal operations or emergencies.

13.04 All employees shall receive two (2) rest periods each day without deduction of pay; one (1) ten (10) minute period in mid-morning and one (1) ten (10) minute period in mid-afternoon.

## **ARTICLE XIV**

### **OVERTIME**

14.01. All work performed in excess of eight (8) hours in one day or in excess of forty (40) hours in one week except standby time for sanding and salting roads and weekend or holiday duties for the Water Department, shall be considered overtime and compensated for at the rate of one and one-half times except Sunday, which shall be at two and one-half times the base hourly rate of the employee. In the sole discretion of the Borough the employee may be directed not to report the following day or to report for only a portion of the following day.

14.02 In computing overtime compensation, the nearest one-half ( $\frac{1}{2}$ ) hour shall be the smallest fraction of an hour to be recorded.

14.03 If an employee is asked to work overtime in excess of four (4) hours, he/she shall receive a one-half hour rest period after four (4) hours and a fifteen (15) minute break within the same period, neither of which shall be deducted from the pay. A meal allowance up to \$11.50 is authorized with such overtime. Payment will be made by voucher process upon submittal of employee's receipt for said meal.

14.04 Employees who incur an undue amount of overtime in order to maintain certain services may be granted equal time off in lieu of overtime compensation at such time as is arranged with the approval of the Superintendent of Public Works.

14.05 All employees covered by this Agreement are obligated to work overtime as required to do so by the Borough. The Borough whenever practicable, will give reasonable notice of the need for an employee to work overtime. Employees may be excused from

working overtime if there is a reasonable and compelling reason in the opinion of the Superintendent of Public Works.

14.06 The following time paid for but not worked shall be included for the purposes of computing overtime:

1. Paid holidays.
2. Bereavement pay.
3. Paid sick leave.

14.07 Each employee required to be on standby duty to perform duties for the Water Department of the Borough shall be paid additional compensation as follows:

- A. per weekend Two Hundred (\$200.00) Dollars.
- B. per holiday - One Hundred Thirty Five (\$135.00) Dollars;
- C. Monday, Tuesday, Wednesday, Thursday or Friday evenings from approximately 10:00 P.M. to 11:00 P.M. - Twenty (\$20.00) Dollars per evening.

14.08 Each employee required to be on standby duty during the seasons that the roads of the Borough required sanding and salting shall receive as compensation of two (2) day's salary at the base hourly rate of the employee payable for each week on call. This compensation shall be paid as part of the current pay period. If the employee does not report for duty within a reasonable time after requested to do so on the first occasion he/she shall forfeit one (1) day of standby compensation and failure to report within a reasonable time on the second occasion shall cause a forfeiture of the second day of standby compensation and failure to report within a reasonable time on the third occasion shall cause a forfeiture of the third day of standby compensation.

## **ARTICLE XV**

### **CALL IN AND CALL BACK PAY**

15.01 Any employee(s) who, in the absence of advance notice given them prior to the end of their previous basic work day, reports for their basic work day, shall be guaranteed four (4) hours work or four (4) hours pay, computed on his/her base hourly rate, in lieu thereof.

15.02 Any employee who is called back to work after having completed the basic work day, shall be compensated at one and one half times their hourly rate of pay, within a minimum guarantee of three (3) hours work or three (3) hours pay, in lieu thereof provided such call back is not contiguous to the previous basic work day. In the event the call back is contiguous to the previous basic work day, the employee shall be compensated at one and one-half times their basic hourly rate of pay with no minimum until the commencement of the next basic work day at which time the employee shall receive straight-time pay.

15.03 Whenever an employee is called back during an extreme emergency solely to perform only mechanical work rather than general maintenance duties as part of a crew, the employee should be paid an additional ten percent (10%).

## **ARTICLE XVI**

### **WAGES**

16.01 The rates of pay for employees covered by this Agreement are set forth in the wage guides and revised 6 Step Plan shown in Appendix A which is attached hereto and made a part thereof. Wage increases to take place on January 1st for Anniversary dates included in 1-1 TO 6-30 Range or July 1st for Anniversary dates included in 7-1 TO 12-31 Range. Beginning with January 1<sup>st</sup>, of the year following an employee reaching the maximum step, all pay raises will revert to the January 1<sup>st</sup> effective date thereafter. There is a base increase limit of \$4,000. except from Step 5 to Step 6.

16.02 All newly hired employees will enter employment at the minimum hourly rate for their classification unless otherwise determined by the Borough.

16.03 Additional schooling must be approved by the Superintendent in advance. Upon successful completion of the course by the employee on their own time, the employee shall be compensated by a lump sum payment of \$75.00.

16.04 The Borough will reimburse the employees for "CDL" test and license renewal costs as necessary for the position.

16.05 Every employee who has a license recognized by the Borough, i.e. insecticide or water license, shall receive as an additional stipend \$1,000 per year per license.

16.06 All retroactive pay for 2003 and 2004 should be paid by December 31, 2004.

**ARTICLE XVII**

**LONGEVITY PAY**

17.01 Each employee shall be paid, in addition to this base pay a longevity increment to be paid once (one) a year on the anniversary date of the employee, based upon years of service in the employ of the Borough in accordance with the following schedule:

<b><u>Years of Service</u></b>	<b><u>Increment on Base Pay</u></b>
First day of sixth (6) to nine (9) years of service	\$ 600.00
Nine (9) to fourteen (14) years of service	820.00
Fourteen (14) to eighteen (18) years of service	1,070.00
Eighteen (18) to twenty-two (22) years of service	1,325.00
Twenty-two (22) years of service or over	1,575.00

17.02 Each employee shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall be paid from and after such date. There will be no longevity for new employees hired after January 1, 1995.

**ARTICLE XVIII**

**VACATIONS**

18.01 Annual vacations with pay are authorized for full-time or permanent employees on the following basis:

A. During the first calendar year of service, or part thereof, the employee shall be entitled to five (5) workdays as vacation if employed before July and has completed a minimum of three (3) months of continuous service before that date and thereafter as follows:

Calendar Years

Years of Service

Vacation Days

Two (2) through five (5)	ten (10)
six (6)	thirteen (13)
seven (7)	fourteen (14)
eight (8)	fifteen (15)
nine (9)	sixteen (16)
tenth (10) and eleventh (11)	seventeen (17)
twelfth (12) and thirteenth (13)	eighteen (18)
fourteenth (14) and fifteenth (15)	nineteen (19)
sixteenth (16) and seventeenth (17)	twenty (20)
eighteenth (18) and nineteenth (19)	twenty-one (21)
twenty (20) and on	twenty-two (22)

18.02 If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

18.03 All vacations must be taken during the current year and one (1) week may be carried over to the next year with prior approval of the Department Head.

18.04 Upon the death of an employee, the Borough will pay to an individual designated in writing by the employee and filed with the Borough Administrator, or the estate if no written designation has been filed, any unused vacation for the calendar year in which the death of the employee occurs.

18.05 Temporary or part-time employees are not eligible for vacation benefits.

18.06 In order that employees may receive the maximum benefit from their vacations, not more than five (5) days of vacation may be taken one (1) or two (2) days at a time.

18.07 All vacations must be scheduled and approved by the Superintendent of Public Works or the Borough Administrator. It is his/her responsibility to schedule individual vacations so that activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacations.

18.08 Unless specifically authorized by the Borough Council in advance, extra compensation will not be allowed in lieu of unused vacation leave.

**ARTICLE XIX**

**HOLIDAYS**

19.01 Each full-time employee covered by this Agreement shall be given thirteen (13) paid holidays as follows:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Election Day              |
| Lincoln's Birthday     | Veteran's Day             |
| Washington's Birthday  | Thanksgiving Day and      |
| Good Friday            | Friday after Thanksgiving |
| Memorial Day           | Christmas Day             |
| Independence Day       |                           |

19.02 Any employee required to work on a holiday shall be paid one and one-half (1 and ½) his/her hourly pay for all work performed in addition to receiving a day's pay for the holiday as such. Any employee required to work on the New Years Day, Thanksgiving Day or Christmas Day , shall be paid two and one-half (2½) his/her hourly pay for all work performed in addition to receiving a day's pay for the holiday as such.

## **ARTICLE XX**

### **SICK LEAVE**

20.01 "Sick Leave" is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease.

20.02 Absence of an employee on account of sickness or disability in the immediate family which necessitates the employee remaining home to care for the patient may be charged as sick leave when substantiated and approved by the department head.

20.03 In all cases of reported illness or disability, the Borough reserves the right to send a medical physician to examine and report on the condition of the patient to the Mayor and Council.

20.04 When the absence on account of illness or disability does not exceed three (3) successive workdays, the employee's statement of the cause may be accepted without a supporting statement from his attending physician.

20.05 Every absence on account of illness or disability in excess of three (3) workdays must be certified by a written statement from the attending physician using the form provided by the Borough for that purpose. The Borough also reserves the right to waive this requirement or to require the employee to be examined and certified as fit for duty before returning to work by a medical physician designated by the Borough Council.

20.06 During protracted periods of illness or disability the Borough may require interim reports on the condition of the patient at weekly periods from the attending physician and/or the physician designated by the Borough Council. When under medical

care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

20.07 The rules, which follow, apply to the payment of salaries or wages during periods of illness or disability of full-time or permanent employees. Temporary employees are not entitled to compensation for such absence. Full-time or permanent employees of the Borough shall be entitled to the following periods of sick leave with full pay, with the provision, however, that in the event said sick leave is not used in any one (1) year, up to twenty (20) days of such leave may accumulate for use in future years, up to a maximum of one hundred thirty-five (135) days accumulated sick leave.

A. Six (6) months to five (5) years of continuous service, per annum sick leave of ten (10) workdays.

B. Five (5) to ten (10) years of continuous service, per annum sick leave of twenty (20) workdays.

C. Ten (10) or more years of continuous service, per annum sick leave of thirty-workdays (30).

D. No member of the Association shall be entitled to take sick pay in lieu of sick leave with the exception of a member who retires after twenty-five (25) years of service unless the member is a veteran who meets the Pension requirements of age 62 or older and 20 or more years of Service Credit. Such a member shall, upon retirement, be entitled to a lump sum payment for accumulated sick days at their rate of salary existing at the time of retirement as follows:

1. Full pay for fifty percent (50%) of sick days accumulated to a

maximum of seventy-five (75) days (maximum thirty-seven and one half (37½) days), provided no sick leave was taken during the calendar year prior to retirement.

2. In the event sick leave was taken during the calendar year prior to retirement, the number of sick days taken as sick leave shall be deducted from the maximum sick days accumulated (maximum seventy-five (75) days) to determine the number of days to which compensation will be received as a lump sum retirement payment.

20.08 The Borough reserves the right to require a medical certification whenever such certification appears warranted under the circumstances.

**ARTICLE XXI**

**BEREAVEMENT LEAVE**

21.01 In the event of the death in the employee's immediate family or the death of a close relative residing with the employee, the department head may grant up to a three (3) day leave without loss of pay.

21.02 Immediate family is defined as father, mother, husband, wife, child, sister, brother or a close relative residing with the employee.

## **ARTICLE XXII**

### **JURY DUTY, MILITARY LEAVE AND COURT APPEARANCES**

22.01 Employees serving on jury duty will be compensated by the Borough for the difference between the money they receive for jury duty and their basic daily pay, up to a maximum of three (3) weeks.

22.02 Military leave for employees training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with applicable laws.

22.03 Employees will be compensated for court time appearance arising out of or related to municipal work.

## **ARTICLE XXIII**

### **MEDICAL INSURANCE**

23.01 During the life of this Agreement, the Borough shall continue to furnish to each employee covered under this Agreement medical insurance coverage for individuals and members of their immediate families.

23.02 During the period of this Agreement, the Borough shall continue to furnish to each member of the Association Dental insurance. This Dental insurance coverage will be for the individuals and members of their immediate families and the entire premium shall be paid by the Borough. In addition, the borough will provide orthodontic insurance in addition to the existing dental policy. The orthodontic insurance will have a \$1,000 maximum annual benefit.

23.03. The borough will provide a two hundred dollar (\$200.00) yearly reimbursement for prescription eyewear for each employee. The borough will provide a \$100 yearly reimbursement for an eye exam for each employee where this exam is not covered under the employee's health plan. The employee will submit a bill and will be reimbursed by the employer within 45 days of submission

23.04 The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

23.05 Any increases to existing coverage given to any Borough Employees will be simultaneously implemented for bargaining unit employees of the D.P.W.

## **ARTICLE XXIV**

### **UNIFORMS**

24.01 The Borough agrees to continue to furnish uniforms in accordance with existing practices.

24.02 Employees covered by this Agreement shall return to the Borough all equipment, uniforms, tools and other Borough property, which are issued to them. If an employee fails to return the aforementioned items, the Borough shall have the right to withhold the value of the same from any pay due to the employee.

24.03 The Borough shall furnish to each employee covered under this Agreement annually a pair of safety shoes. Each employee shall be required to wear such safety shoes during working hours. The Borough of Ho-Ho-Kus will reimburse each employee up to two hundred (\$200.00) dollars per year for the purchase and or repair of steel tipped work shoes, when a properly completed voucher is submitted with a receipted bill for the purchase. The Superintendent of Public Works or the Assistant shall have the right to determine the quality of the shoes to be purchased. It shall be a reprimandable offense for an employee to present himself for work without wearing the above mentioned work shoes.

24.04 The Borough shall furnish to each employee two (2) winter jackets to be replaced at the discretion of the Superintendent. The Borough shall provide one (1) pair of gloves per year and one (1) pair of winter boots per employee until they are worn out, in the discretion of the Department Head.

24.05 The Borough shall furnish to each employee covered under this Agreement

twelve (12) green tee shirts per year to be replaced at the discretion of the Superintendent. The tee shirts may be worn year round. The Borough shall also furnish ten (10) green shirts, ten (10) green pairs of pants and two (2) sweatshirts per employee, which shall also be replace at the discretion of the Superintendent. The employees will be supplied by the Borough of Ho-Ho-Kus, Ho-Ho-Kus D.P.W. Patches to be worn on the Uniform Shirts and Jackets.

**ARTICLE XXV**

**NON-DISCRIMINATION**

25.01 There shall be no discrimination by the Borough or the Association against any employee on account of race, color, creed, age, sex or national origin.

25.02 There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives or the Association or any of its representatives because of the membership or non-membership of any employee in the Association.

## **ARTICLE XXVI**

### **MAINTENANCE OF OPERATIONS**

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

26.02 The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its member take part in, any strike, (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, walk-out or illegal job actions against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

26.03 The Association agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned. The Association's actions will include, but not be limited to, publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

26.04 In the event of a strike, slowdown, walkout or job action, it is covenanted and

agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees. Such discipline or discharge is subject to the grievance procedure.

26.05 Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both.

**ARTICLE XXVII**

**SEPARABILITY AND SAVINGS**

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

**ARTICLE XXVIII**

**AMENDMENT OF AGREEMENT**

28.01 This agreement shall not be amended in whole or in part, except by an instrument in writing only, executed by both parties.

**ARTICLE XXIX**

**FULLY BARGAINED PROVISIONS**

29.01 In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which would or could have been the subject of negotiations.

**TERM AND RENEWAL**

A. This Agreement shall be in full force and effect as of January 1, **2003** and to remain in effect to and including December 31, **2006** subject to the availability and appropriation of sufficient funds as may be required to meet the obligations of this contract.

B. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no earlier than August 1 nor later than October 10 prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

**HO-HO-KUS PUBLIC WORKS**

**BOROUGH OF HO-HO-KUS**

**EMPLOYEES ASSOCIATION**

**BERGEN COUNTY, NEW JERSEY**

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**APPENDIX A - PAGE ONE**

	Date of Hire	Pay Change	2003	2004	2005	2006
		effective date	Highest Rate	Highest Rate	Highest Rate	Highest Rate
Beckerman	06/01/95	1/1	45,468	47,514	51,514	51,514
Evans	08/04/86	1/1	45,468	47,514	51,514	51,514
Laudicina	05/03/99	1/1	36,854	47,514	n/a	n/a
Milano	08/01/85	1/1	45,468	47,514	51,514	51,514
Pattman	10/01/96	1/1	45,468	47,514	51,514	51,514
Tyler	04/01/00	1/1	32,758	38,513	51,514	51,514
Seibel	05/01/02	1/1	25,803	30,379	37,833	42,314
Zadawski	09/01/03	7/1	22,894	26,964	33,779	37,833
Pisano	06/01/04	1/1	n/a	23,925	30,164	33,779

**Appendix a - Page 2**

**Employee Step Plan**

Increase		4.2%	4.5%	Flat \$ Amount	0%
	2002	2003	2004	2005	2006
Year 1	21,961	22,894	23,925	26,925	26,925
Year 2	24,751	25,803	26,964	30,164	30,164
Year 3	27,886	29,071	30,379	33,779	33,779
Year 4	31,423	32,758	34,233	37,833	37,833
Year 5	35,352	36,854	38,513	42,313	42,313
Year 6 max	43,614	45,468	47,514	51,514	51,514

**BOROUGH OF HO-HO-KUS  
BERGEN COUNTY, NEW JERSEY**

**GENERAL CONDUCT RULES AND REGULATIONS**

The Borough of Ho-Ho-Kus requests the fullest cooperation of its employees in its efforts to make every employee thoroughly familiar with the operating rules and regulations. The Borough Council has obligated itself to enforce the rules listed below strictly and fairly, applying disciplinary measures, where necessary, to assure compliance.

Every person is entitled to know what is expected of him/her, because it is natural to resent criticism for innocently violating a rule of which one had no knowledge. A person is also entitled to know when he/she has violated a rule, and to have this fact pointed out to him/her in order that he/she be permitted, within reasonable limits, to take the steps necessary to correct his/her actions.

To assist you in knowing what is expected, you are asked to read over the following paragraphs carefully, and to abide by all the rules and regulations noted. If you should err in serving these rules or regulations (or the terms of the Labor Agreement) your supervisor will issue a Notice of Reprimand, pointing out your mistake. A copy of the Reprimand Notice will be incorporated in your personnel record.

Every employee when discharging his/her employment duties or engaging in any activities at any time on Borough premises shall assume full responsibility for observing all rules and regulations of the Borough. Rules and regulations of the Borough include, but are not limited to:

**MINOR RULES**

A violation of a minor rule shall not result in dismissal. Continued violations of these rules may.

1. Excessive absences and/or lateness.
2. Failure to notify the Supervisor in advance that he/she will be late or absent.
3. Leaving his/her assigned work or work area without permission.
4. Littering Borough property or work areas, or storage of personal property on Borough premises.
5. Failure to exercise proper and adequate supervision over equipment under the

Employee's care, custody or control.

6. Entering Borough premises or remaining on the premises without permission, unless scheduled to work or participate in approved Borough activities.
7. Failure to be in fit physical condition to perform the work required of him/her.
8. Failure to notify the Supervisor, immediately, of any changes in personal data (i.e., new address, new phone number, marital status, etc.).
9. Using Borough property or gathering on Borough premises, for the purpose of conducting personal business, distributing literature, posting notices, etc., without prior permission from the Supervisor.
10. Failure to be at his/her work place, cleanly and properly attired, ready to work, at the proper starting time.
11. Loafing, slowdowns, or other abuses of time during assigned working hours.
12. Interfering with another employee's performances of duties by talking, horseplay or other distractions.
13. Failure to notify, immediately, the Supervisor, proper Administrator, or, in their absence, the Police, of any acts or attempted acts of theft, vandalism, malicious mischief or other destruction of Borough property.
14. Failure to observe and implement Borough property security procedures.

### **MAJOR RULES**

Violations of any one of the following major rules may be cause for summary dismissal.

1. Misusing, misappropriating or removing from Borough premises, without proper authorization, Borough property or another person's personal property, records or other materials.
2. The use of profane, abusive or inflammatory language to the Public or the Borough Administration, and Supervisors.

3. Immoral conduct.
4. Bringing firearms or weapons of any kind onto Borough property.
5. Fighting or horseplay on Borough property.
6. Vandalism, malicious mischief, tampering or interfering with the proper use and operation of Borough property.
7. Insubordinate conduct to any member of the Borough Council or administration.
8. Neglecting his/her job, duties or responsibilities or refusing to perform work assigned to him/her.
9. Leaving Borough premises during working hours without first receiving proper authorization.
10. Failure to return to work upon expiration of approved vacation time, leave of absence, period of suspension, or when called back after a lay-off.
11. Possession of drinking of or being affected by narcotics or any alcoholic beverage on Borough premises for the purpose of using such items or giving or selling them to others.
12. Willful, deliberate or repeated violation of safety rules.
13. Disclosure, to any unauthorized persons, of confidential or personal information about the Borough operations, or personnel, whether or not such information is obtained as a part of your work or in conjunction therewith.
14. Willful, negligent or repeated loss of, or failure to properly account for, tools, equipment or materials charged to his/her use and care.
15. Willfully giving false or vicious statements about the Borough, its authorized representatives or employees.