

AGREEMENT

BOROUGH OF HAWORTH
and
HAWORTH DEPARTMENT OF PUBLIC WORKS
for the period
JANUARY 1, 2021
through
DECEMBER 31, 2023

THIS AGREEMENT, made and entered into in Haworth, New Jersey, on by and between the Borough of Haworth, herein Borough, and the Haworth Department of Public Works, herein DPW, represents the full agreement of the parties on all issues negotiable.

ARTICLE I

SCOPE

Nothing contained in this Agreement alters the authority of the Borough as provided by law, ordinance, or resolution, nor does it alter the rights of any member of the DPW as provided by law, ordinance or resolution.

ARTICLE II

RECOGNITION

The Borough recognizes the DPW as the bargaining agent for all employees in the DPW for the term of this agreement, as listed in Schedule A annexed.

ARTICLE III

VACATION AND HOLIDAYS

The provisions of the existing Borough ordinance shall govern rights to vacations and holidays.

ARTICLE IV

LEAVES OF ABSENCE

The provisions of the existing Borough ordinance shall govern rights to leave of absence for all reasons. In addition, each employee shall have the right

to four (4) days off per year at a time arranged with the employee's department head. These days are not to be attached to a vacation period.

ARTICLE V

HOURS OF WORK

Existing hours of work shall be continued. Employees in the Department of Public Works shall work an eight (8) hour day, forty (40) hour week, for base pay, and shall be paid overtime at one and one-half (1½) times their hourly rate or compensatory time as defined in Article VI. The overtime rate will be double hourly rate for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day and all Sundays.

In addition, for every four (4) hours of overtime worked in a twenty-four (24) hour period, or if they work on Saturdays during leaf pick up season, employees shall be entitled to a meal allowance in the amount of Fifteen (\$15.00) Dollars.

ARTICLE VI

COMPENSATION

Base annual pay for members of the DPW shall be stated in Schedule A attached.

Each employee that is currently receiving longevity payment shall receive a longevity payment representing one (1%) percent of his base annual salary after three (3) years of completed service. Thereafter, (after the third year) each employee shall be paid an additional one (1%) percent for every three (3) years of completed service to a maximum of eight (8%) percent. All longevity payments shall be paid as part of the employee's regular pay.

All continuous creditable service time as an employee of the Borough of Haworth shall be used in longevity computation. Effective January 1st of each year, each employee shall be entitled to the maximum longevity benefit based on his total service.

Effective January 1, 2014 new hires will not be eligible for longevity payments.

The following retirement payment shall be made only to employees hired before May 2010: This payment shall be a sum equal to the current base daily salary times one-half (½) the number of accumulated sick days of that employee to a maximum payment not to exceed one hundred (100) days.

Employees hired after May 2010 shall be entitled to retirement pay based upon one-half (½) the number of accumulated sick days provided, however, that such payment shall not exceed Fifteen Thousand (\$15,000.00) Dollars.

Compensatory time shall be computed at the rate of time and one-half (½). The employees may request compensatory time instead of paid overtime immediately before working such overtime or immediately after completing the working of such overtime, and notify the Superintendent in writing of his request.

Any employee may accumulate no more than forty (40) hours of overtime to be banked as compensatory time, which is equivalent to sixty (60) hours at straight time. For all hours in excess of forty (40) hours of overtime pay, the employee shall receive only paid overtime compensation. Under no circumstances shall the incurring of additional overtime exposure resulting from the utilization of compensatory time off under the paragraph be permitted.

Any compensatory time not utilized by the employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

ARTICLE VII

BOOT, TOOL AND COMMERCIAL LICENSE ALLOWANCE

Each employee shall receive a boot allowance of Six Hundred (\$600.00) Dollars each year. This boot allowance shall be distributed as follows: half to each employee on June 15th and the remaining half on December 15th of each year. The Public Works mechanic shall receive a tool allowance of One Thousand (\$1,000.00) Dollars each year. All DPW employees shall be reimbursed for required commercial driver's licenses upon submission of appropriate documentation.

ARTICLE VIII

"STAND-BY" DPW EMPLOYEES

One employee in the Public Works Department shall be available for employment by the department on each week-end and on each holiday described in Article III. The employee on stand-by shall be compensated at the rate of One Hundred (\$100.00) Dollars per day each year in 2021, 2022, and 2023. Any employee who is called into work shall be guaranteed a minimum of three (3) hours pay at the designated overtime rate. However, if the employee is called into work, released before the three (3) hour minimum period has

elapsed and then recalled within the same three (3) hour period, he shall not be entitled to receive a second three (3) hour minimum pay. The Superintendent may designate an additional "stand-by" as he deems necessary with the approval of the DPW Commissioner. If additional employees are called in, the three hour minimum will apply.

ARTICLE IX

TUITION PROGRAM

A tuition refund program will be in effect for DPW personnel. Each member may receive Five Hundred (\$500.00) Dollars per year for the successful completion of courses relating to public works employment with the prior approval of the Superintendent and the DPW Commissioner.

ARTICLE X

GRIEVANCE PROCEDURE

A. A grievance, defined as a dispute as to the meaning of this agreement, compensation, hours of work or conditions of employment must be brought to the employee's immediate supervisor within five (5) working days. A statement of the occurrence shall be filed by the Supervisor with the Borough Clerk and the DPW.

B. Should further review be sought by the employee, the employee shall reduce the grievance to writing and submit the same to the Department Supervisor within five (5) days of the receipt of his immediate Supervisor's response under paragraph A above.

C. The Department Supervisor shall hear the grievant and receive evidence within five (5) working days of the receipt of the grievance and shall determine departmental action on the grievance within five (5) working days of the hearing by a writing submitted to the employee and the DPW. In the case of the absence of the Department Supervisor, the Borough Administrator shall act in his stead.

D. Should further review be sought by the employee, he shall appeal in writing to the Haworth Governing Body within five (5) working days of the receipt of the departmental determination. The entire record of the grievance shall be submitted to the Governing Body. The Governing Body may make its determination upon the existing record or may have a hearing thereon by an appropriate Council Committee or the entire Governing Body. A hearing shall be scheduled to be held within ten (10) working days of the date of submission of the appeal to them. A resolution of the governing body shall be the final Borough action. Lack of such resolution within fourteen (14) working days of

any hearing or submission of an appeal without a hearing, whichever shall be later, shall be deemed an acceptance and approval of the departmental determination.

E. Should further review be sought by the grievant then such employee shall have the right to review by plenary hearing in a court of competent jurisdiction.

F. Time limits provided for may be altered by an agreement of the DPW, the grievant and the representative of the Borough involved to make a determination.

G. The parties agree that each shall provide to the other, upon written request, relevant documents concerning any grievance.

H. Any member of the DPW and any employee represented by the DPW participating in a grievance procedure during normal working hours shall suffer no loss in pay or benefits.

I. The foregoing procedure which may be initiated by either party hereto, or any individual employee, shall be the sole and exclusive means of resolving grievances.

ARTICLE XI

AVAILABILITY OF AGREEMENT

Copies of this Agreement shall be made available to each member of the DPW when fully executed.

ARTICLE XII

IMPLEMENTATION OF AGREEMENT

Any provision of this Agreement requiring the adoption of an Ordinance to become effective shall only take effect upon said adoption as required by law and the Borough agrees to introduce the necessary ordinances for adoption.

ARTICLE XIII

TERM OF AGREEMENT

This Agreement shall be for the term of January 1, 2021 to December 31, 2023, and the parties hereto agree to commence negotiations for any new agreement effective after December 31, 2023, not later than November 1, 2023.

If a successor agreement is not executed by December 31, 2023, then this agreement shall continue in full force and effect until a successor agreement is executed.

ARTICLE XIV

LAYOFF PROVISIONS

A. Layoffs will not relate to or be determined by salary levels but shall be by seniority.

B. Persons who are laid off shall be offered re-employment before new employees sought in the event an appropriate comparable DPW position becomes available within three (3) years of the date of layoff. An affected employee shall have thirty (30) days in which to accept an offer of re-employment, which acceptance shall be made in person in the office of the Borough Cleric on a form developed by the Borough.

C. Notice of the availability of a position for re-employment shall be made to the affected employee at the last known mailing address which the Borough carries on the affected employee's personnel file. Notice shall be by both regular and certified mail, return receipt requested. The affected employee may, from time to time, advise the Borough in writing of any changes in mailing address. Such notice of changed mailing address will only be deemed valid if the affected employee can produce a copy of such notice bearing the seal of the Borough as evidence of its receipt by the Borough.

D. Employees who are rehired under this Section shall receive a salary which is not less than the salary at the time of the layoff or the current salary for the position. Employees rehired under this Section shall retain any accumulated sick leave, longevity and vacation benefits they may have had at the time of their layoff.

ARTICLE XV

NEW HIRES

New hires as of January 1, 2010 are required to be an active volunteer fire fighter in good standing, a member of the Haworth Fire Department daytime response team and successfully complete Fire Fighter One Training pursuant to Schedule A. Additionally, if needed, a new hire shall, at the discretion of the Borough, be required to serve as a member of the Haworth Ambulance Corps, daytime response team. Inability to perform the duties identified herein (Article XV) or to remain as a member in good standing will result in termination of employment.

ARTICLE XVI

HEALTH BENEFITS CONTRIBUTION

Each employee shall contribute to offset health benefits cost per pay check which shall be based upon the maximum contribution set forth in Section 39 of P.L. 2011, c. 78. The maximum cost permitted under the aforesaid statute shall continue in force and in effect for the term of this Agreement.


ARTICLE XVII

RENEGOTIATION OF AGREEMENT

The parties agree that, unless otherwise prohibited by law, any provision of this Agreement may be renegotiated or amended upon the mutual agreement of the parties. However, no amendment shall be effective unless set forth in writing and signed by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers as of the date first above written.

ATTEST:

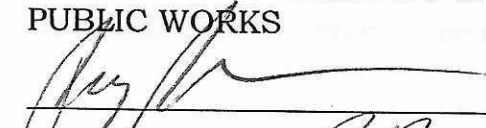


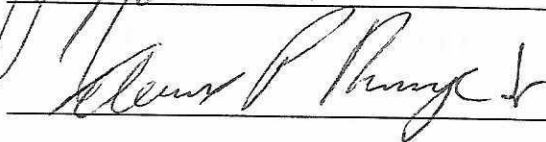
ANN E. FAY, Borough Clerk

BOROUGH OF HAWORTH

By: 
THOMAS FERENCE, Mayor

HAWORTH DEPARTMENT OF
PUBLIC WORKS





ATTEST:
