

PROPOSALS

FOR

AGREEMENT

BETWEEN

Closter, Borough of

BOROUGH OF CLOSTER

and

TEAMSTERS LOCAL 945

---

X JANUARY 1, 1986, to DECEMBER 31, 1988

---

LAW OFFICES:

DeCOTIIS, JOHNSON & PINTO  
401 Hackensack Avenue  
Hackensack, New Jersey 07601  
(201) 488-5200

Dated: March 18, 1986

RJF

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RIF

ARTICLE I

PREAMBLE

THIS AGREEMENT entered into this 9<sup>th</sup> day of April, 1986, by and between the BOROUGH OF CLOSTER, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH", and LOCAL 945 TEAMSTERS, hereinafter called the "UNION" represents the complete and final understanding on all bargainable issues between the BOROUGH AND THE UNION.

RJF

ARTICLE II  
PRIOR AGREEMENTS

The prior Agreement between the parties dated August 22, 1984, and covering the term January 1, 1983, through December 31, 1985, shall remain in full force and effect except as hereinafter amended. A copy of said August 22, 1984, Agreement shall be attached to this Agreement and the provisions thereof shall be incorporated as if set forth fully herein and shall be referred to herein as "Prior Agreement".

RJF

ARTICLE III

SALARIES

ARTICLE V - SALARIES of the Prior Agreement, is hereby amended as follows:

1986 - There shall be granted a seven and one-half percent (7- $\frac{1}{2}$ %) salary increase for 1986 for all employees covered by this Agreement retroactive to January 1, 1986.

1987 - There shall be granted a six percent (6%) salary increase on January 1, 1987, for all employees covered by this Agreement.

1988 - There shall be granted a six percent (6%) salary increase on January 1, 1988, for all employees covered by this Agreement.

R/F

ARTICLE IV

OVERTIME

ARTICLE VI - OVERTIME of the "Prior Agreement", be and is hereby amended to read as follows:

- A) Overtime shall be paid for all work performed in excess of the standard forty (40) hour work week at the rate of one and one-half (1-½) times the computed hourly rate excepting that overtime work performed on Sundays and Holidays will be paid at the rate of two (2) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above.
- B) Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the department head. The reasons for the granting of overtime shall be noted on the time report and certified by the department head.
- C) Overtime shall be paid by compensation. In accordance with the Fair Labor Standards Act, 29 USCA 201 et seq., compensatory time off shall not be granted.
- D) Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. The Superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

RJF

ARTICLE V

HOLIDAYS

Article XI, HOLIDAYS of the "Prior Agreement", be and is hereby amended as follows.

- A) All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate of daily compensation in each calendar year. The holiday schedule shall include the following holidays:
- 1) New Year's Day
  - 2) Martin Luther King, Jr., Day
  - 3) Lincoln's Birthday
  - 4) President's Day (third Monday in February)
  - 5) Good Friday
  - 6) Memorial Day (last Monday in May)
  - 7) Independence Day (July 4th)
  - 8) Labor Day (first Monday in September)
  - 9) Columbus Day
  - 10) Election Day
  - 11) Veteran's Day
  - 12) Thanksgiving Day (fourth Thursday in November)
  - 13) Christmas Day
- B) If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.
- C) In order to be entitled to the above paid holidays, the employee must work the regular work days before and after the holiday, except that if a holiday falls within an employee's vacation, the employee will receive an additional day of vacation.
- D) Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.
- E) Should an official holiday occur when an employee is on sick leave, he shall not have the holiday charged against his sick leave.

RJF

ARTICLE VI  
TERM OF CONTRACT

That ARTICLE XXIII, TERM OF CONTRACT of the "Prior Agreement", be and is hereby amended to read as follows:

THIS AGREEMENT, shall be effective from January 1, 1986, and shall terminate on December 31, 1988. This Agreement shall continue in full force and effect after its termination date until the execution of the successor Agreement between the parties.

RJF



ARTICLE VII

MISCELLANEOUS PROVISIONS

ARTICLE XXVI, MISCELLANEOUS PROVISIONS of the "Prior Agreement", be and is hereby amended as follows:

*Call* 1) Each employee shall receive a one hundred dollar <sup>150.00</sup> (~~\$100.00~~) annual shoe allowance to be paid to the employee upon approval of the voucher and each employee shall receive a two hundred dollar (\$200.00) annual uniform allowance to be paid to employee upon approval of the voucher.

2) Except for vacation and holidays, there shall not be any additional (personal days) granted.

3) No employee shall be entitled to "on call" or "standby time".

4) In the event a man is called back to work after he finishes work for the day, for overtime which is not contiguous to the normal work day, he shall be paid for a minimum of four (4) hours at the overtime rate.

*Call* 5) ONE (1) set rain gear per year per man.

RJF



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

BOROUGH OF CLOSTER

BY Joseph Bianco  
Joseph Bianco, Mayor

ATTEST:

Charlotte E. Masker  
CHARLOTTE E. MASKER  
Borough Clerk

TEAMSTERS LOCAL 945

BY: Robert J. Fusco  
Robert Fusco  
~~Business Agent~~ DIRECTOR

Anthony Lombardi  
\_\_\_\_\_  
\_\_\_\_\_

RJF

PROPOSALS  
FOR  
AGREEMENT

BETWEEN

BOROUGH OF CLOSTER  
and  
TEAMSTERS LOCAL 945

---

JANUARY 1, 1983 THROUGH, DECEMBER 31, 1985

---

LAW OFFICES:

Andora, Palmisano, DeCotiis & Harris  
311 Molnar Drive  
P.O. Box 431  
Elmwood Park, New Jersey 07407  
(201) 791-0100

Dated: August 22, 1984

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into this            day of            , 1984, by and between the BOROUGH OF CLOSTER, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH", and LOCAL 945 TEAMSTERS, hereinafter called the "UNION" represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Borough of Closter hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary or seasonal employees.



6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the D.P.W. Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any other national, state, county or local laws or regulations.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf with cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. 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 injunction or damages, or both, in the event of such breach of the Union or its members.

ARTICLE IV  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term "grievance", as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. 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 or the Union shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of

resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Borough Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Mayor and Council within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond in writing, to the grievance within thirty (30) days of the submission. Such decision shall be final and binding upon the parties.

E. Upon prior notice to and authorization of the Borough Administrator, one designated Union Representative shall be permitted as a member of the Grievance

Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Closter or require the recall of off-duty employees. Such requests shall not be arbitrarily denied.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE V

SALARIES

1983

There shall be granted an 8.5% salary increase for 1983 for all employees covered by this Agreement retroactive to January 1, 1983.

1984

There shall be granted a 5% salary increase on January 1, 1984 and a 2% salary increase on July 1, 1984 for all employees covered by this Agreement.

1985

The parties acknowledge that there will be a salary re-opener for 1985 salary adjustment and the parties agree to negotiate same.

ARTICLE VI

OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard forty (40) hour work week at the rate of one and one-half (1-½) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee and approval of the D.P.W. Superintendent, which shall not be unreasonably withheld. Compensatory time shall be arranged to be taken within thirty (30) days thereof. Whenever the employee shall choose compensatory time off, he shall be entitled to one and one-half (1½) hours off for each hour worked in excess of his normal hourly work week. Whenever an employee chooses to receive compensation for overtime worked, such compensation is to be computed at the rate of one and one-half (1-½) times his standard hourly rate for each hour worked in excess of his normal hourly work week.

D. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough



demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. The Superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

ARTICLE VII

VACATIONS

The following vacation is applicable to all employees in the Unit:

1. Employees hired prior to December 31 in any calendar year will receive eighty-one hundredths (0.81) paid vacation days for each full month worked.
2. After one (1) year of continuous employment by the borough: ten (10) workdays.
3. After five (5) years of continuous employment by the borough: fifteen (15) workdays.
4. After ten (10) years of continuous employment by the borough: twenty (20) days.
5. After fifteen (15) years of continuous employment by the borough: twenty-five (25) workdays.

A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head and further subject to any special provision that the Department Head, in its reasonable discretion determine to be in the best interest of the Borough.

B. All employees shall submit requests for vacation at least one (1) month in advance to the Department Head.

C. A vacation period of one work week must be taken at one time. Vacation periods of more than one work week may be taken in consecutive weeks upon approval by the Supervisor, or, in the case of a Supervisor, upon the approval of the Councilman in charge of the Department. However, vacation periods of two, three or four work week periods may, at the option of the employee, be divided into weekly periods.

D. The time of the year of the vacation shall be determined by the Department Head with due regard for the wishes of the employee and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.

E. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the department. All requests shall be submitted in writing by March 1st of the calendar year in which the vacation is to be taken.

F. No refund of vacation time shall be allowed to illness incurred while on vacation leave.

## ARTICLE VIII

### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident, or exposure to a contagious disease requiring isolation.

B. Only full time probationary and permanent employees shall be entitled to sick leave with pay for one (1) working day for every month of service during the first calendar year of service following appointment and fifteen (15) working days in every calendar year thereafter.

C. An employee who has been absent on sick leave for three (3) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The Borough Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send for a medical physician to examine the employee and to report on the condition to the Department Head and/or the Borough Administrator.

D. During protracted periods of illness or disability of an employee, the Department Head or the Borough Administrator may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Borough medical physician. 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 periods of illness or disability.

E. The rules which follow apply to the payment of salaries during periods of illness or disability, of regular, permanent full-time employees. Permanent part-time, and/or seasonal temporary employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Superintendent may direct the employee to the Borough physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes.

3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough physician.

5. When Supervisor is unable to contact the employee.

H. The recommendation of the Borough medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (½) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

K. If any employee is absent from work for reasons that entitle him to sick leave, the Superintendent, or his designated representative, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify his Department Head or some other responsible representative of the Borough on any of the first two (2) days will be subject to dismissal, absent extenuating circumstances.

L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

M. Except as provided in this section with reference to employees in the first year of service, unused sick leave days shall accumulate at a rate of not more than fifteen (15) working days of sick leave annually as to all employees; provided, however, that not more than one hundred ~~fifty~~ <sup>Eighty 180</sup> (150) working days may be accumulated by any employee during the course of employment.

N. Upon any employee's normal retirement or upon a disability retirement, the employee shall be compensated for accumulated sick leave by receiving fifty percent (50%) of such accumulated sick leave days multiplied by an amount computed on a daily rate basis with reference to annual salary at the time of retirement.

ARTICLE IX  
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) days.

B. The "immediate family" shall include only mother, father, sister, brother, husband, wife, child, mother-in-law or father-in-law of employee.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the Borough Administrator or his designated representative for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off, or against any unused vacation leave.



ARTICLE X

INSURANCE

A. The Borough shall provide hospitalization insurance coverage and major medical and dental insurance in effect during the year 1984.

B. The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar type benefits are provided.

## ARTICLE XI

### HOLIDAYS

A. All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate of daily compensation in each calendar year. The holiday schedule shall include the following holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Presidents' Day (third Monday in February)
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (first Monday in September)
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day (fourth Thursday in November)
12. Christmas Eve (December 24)
13. Christmas Day

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. In order to be entitled to the above paid holidays, the employee must work the regular workdays before and after the holiday, except that if a holiday falls within an employee's vacation the employee will receive an additional day of vacation.

D. Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.

E. Should an official holiday occur when an employee is on sick leave, he shall not have that holiday charged against his sick leave.

ARTICLE XII  
MILITARY LEAVE

The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

Any full-time employee who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the state or federal government for such service. When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military service.

ARTICLE XIII  
LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to Mayor and Council. The Mayor and Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Mayor and Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning of or end of an excused leave of absence are part of the absence if the employee is not available for work.

ARTICLE XIV

CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough Administrator, or his designee during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator or his designee.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. there shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI

PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of nine (9) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.



ARTICLE XVII

SENIORITY

A. **Seniority** - seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

B. **Seniority List** - a seniority list shall be made available to the Union once a year, on or before February 1, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail only in matters of economic layoff, recall and vacation choices. The persons or person last hired shall have the last preference.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

ARTICLE XVIII

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, up to a maximum of five (5) days per year, subject to the following conditions:

1. The employee must notify his D.P.W. Commissioner immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or other time off from Borough employment.

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock p.m., that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE XIX

WORK BREAKS

Employees shall be permitted one (1) work break per work day of fifteen (15) minutes. The time shall be determined by the Superintendent.

ARTICLE XX

SEPARABILITY AND SAVINGS

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 provisions or applications shall continue in full force and effect.

ARTICLE XXI

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

LONGEVITY

There shall be paid to each full time employee hired prior to July 1, 1984 a longevity pay of one percent (1%) of each such employee's current year's base salary of each three (3) years of completed service to the Borough. After completion of the first three-year period of service, the employee shall in addition receive as longevity pay one-third of one percent (1/3 of 1%) of the current year's base salary for each additional year of completed service. Payments under this section shall be made at the time of regular salary payments. Computation of time of employment, for purposes of this section, shall be from January 1 of the initial year of employment.

It being specifically understood and agreed that those employees hired after July 1, 1984 shall not now or in the future be entitled to any additional pay on account of longevity.

ARTICLE XXIII

TERM OF CONTRACT

With the exception of salary adjustment for 1985 only, this Agreement shall be effective from January 1, 1983 and shall terminate on December 31, 1985. This Agreement shall continue in full force and effect after its termination date until the execution of a successor agreement between the parties.

ARTICLE XXIV  
BULLETIN BOARDS

The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notice with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the D.P.W. Commissioner with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization.



ARTICLE XXV  
PERSONNEL FILES

A. Established personnel files are confidential records which shall be maintained under the direction of the D.P.W. Commissioner, or his designee.

B. Employees covered under this Agreement may review any written evaluation reports or written complaints which may be contained in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.

D. Access to personnel files shall be limited to the employee concerned (or his designee), the Mayor, Council, legal counsel, Superintendent of the Department, Foreman of the Department and the Borough Administrator.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

1. Each employee shall receive a \$50.00 annual shoe allowance.
2. Except for vacation and holidays there shall not be any additional "Personal Days" granted.
3. No employee shall be entitled to "on call time" or "stand by time".
4. In the event a man is called back to work after he finishes work for the day, for overtime which is not contiguous to his normal work day, he shall be paid for a minimum of four (4) hours at the overtime rate.

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

**BOROUGH OF CLOSTER**

BY: \_\_\_\_\_  
Joseph Bianco, Mayor

**ATTEST:**

\_\_\_\_\_  
Charlotte E. Masker, Borough Clerk

**TEAMSTERS LOCAL 945**

BY: \_\_\_\_\_  
Alfonso Diasparro, Shop Steward

\_\_\_\_\_  
Robert Fusco, Business Agent