

Contract #1938

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

MAY 2 1994

RUTGERS UNIVERSITY

**MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT entered into this 8<sup>th</sup> day of ~~December~~, 1993, by and between the Borough of Closter, hereinafter referred to as the "Borough" and Local 945 TEAMSTERS, hereinafter called the "Union".

WHEREAS the parties have negotiated modifications and amendments to the collective negotiations agreement between the parties for the period of January 1, 1989 to December 31, 1991 ("1989-1991 Agreement") and

WHEREAS the parties have agreed to institute such modifications and amendments in advance of the execution of a new complete collective bargaining agreement by this Memorandum of Agreement,

IT IS HEREBY AGREED that the following modifications and amendments to the 1989-1991 Agreement, together with the terms of the 1989-1991 Agreement shall hereby constitute and be the new collective negotiations agreement between the parties:

**1. SALARIES.**

a. The base salaries of all employees and pay grades shall be increased as follows:

- (1) Effective January 1, 1992 . . . . . 5.0%
- (2) Effective January 1, 1993 . . . . . 5.0%
- (3) Effective January 1, 1994 . . . . . 5.0%

**2. TERM OF CONTRACT.** This Article in the 1989-1991

Agreement shall be amended to provide:

This Agreement shall be effective from January 1, 1992 and shall terminate on December 31, 1994. This Agreement shall continue in full force and effect after its termination date until the execution of the successor agreement between the parties.

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3. **OVERTIME.** Article VI A of the 1989-1991 Agreement shall be amended to provide:

Overtime shall be paid for all work performed in excess of the standard forty (40) hour work week or for all work performed in excess of eight hours in a workday at the rate of one and one-half (1-1/2) 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.

4. **HOLIDAYS.** The current number of 13 holidays shall remain the same as shall the identification of those holidays, except that effective upon the execution of this Agreement Lincoln's Birthday shall be deleted as a holiday and a floating holiday shall be substituted. The Agreement shall provide: "The floating holidays shall be chosen at the discretion of the employee who shall provide advance notice of same to the Borough and shall be taken with the consent of the Borough except that the Borough's consent shall not be unreasonably withheld".

Effective upon the execution of this Memorandum of Agreement, Street and Road Department employees who work on Election Day shall receive the day after Thanksgiving as a holiday.

5. **VACATION.** Article VI A of the 1989-1991 Agreement shall be amended to provide:

All vacation time shall be used in the current year except that employees shall be entitled to carry over one week of vacation each year so long as said week of vacation is utilized by April 1 of the year into which the week has been carried over. Additional vacation time may be accumulated and carried over only with the prior approval of the Department Head and subject to any special conditions that the Department Head, in its reasonable discretion

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determines to be in the best interests of the Borough.

6. **BEREAVEMENT LEAVE.** This Article shall be amended to read, in full, as follows:

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 five (5) 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.

7. **INSURANCE.** This Article shall be amended to read, in full, as follows:

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a. The Borough shall provide hospitalization insurance coverage and major medical and dental insurance in effect on the date of execution of this Agreement.

b. The Borough has the right to change insurance carriers or institute a self-insurance plan as long as the same or substantially similar type benefits as provided by the existing insurance carrier's contract are provided.

c. The Borough shall provide an eyeglass plan to the employees only (no spouse, family, or dependent coverage) at a cost of not to exceed fifteen (\$15.00) dollars per month per employee. Any additional cost above the fifteen (\$15.00) dollars per month per employee shall be borne by the employee by deducting that amount from the employee's first weekly paycheck in each and every month.

8. **PROBATIONARY PERIOD.** Article IV of the 1989-1991 Agreement shall be amended to provide as follows:

All employees hired during the term of this Agreement shall serve a probationary period of six months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason, and an employee so terminated shall not have recourse through the grievance and arbitration procedure set forth in this Agreement. During the six month period of probation, the probationary employee shall be entitled to all other benefits set forth in the Agreement, except that the probationary employee shall not be entitled to vacation or to clothing allowance during the probationary period. An employee completing his or her probationary period will be entitled to one (1) week vacation during the second six (6) month period of employment by receiving eighty-three hundredths (0.83) paid vacation days for each full month worked.

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9. **SICK LEAVE.** Paragraph M of this Article shall be amended to provide:

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 eighty (180) working days may be accumulated by any employee during the course of his employment and provided further that employees shall be entitled to unlimited accumulation of unused sick days for the purposes of paid leave for excused extended absences.

10. **SICK LEAVE.** Paragraph N of this Agreement shall continue to read:

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, which shall be no more than 180 working days as per the above multiplied by an amount computed on a daily rate basis with reference to annual salary at the time of retirement.

11. **STANDBY TIME.** Article X of the 1989-1991 Agreement shall have added the following provision:

Standby time for street and road department employees shall be assigned by rotation in order of seniority provided the employee in rotation is capable to perform the particular job required to be performed. The determination of job capability must be the job of the Superintendent.

12. **PROMOTIONS.** Article III C of the 1989-1991 Agreement shall be amended to provide as follows:

a. It is the intent of the parties that prospectively from the date of execution of this Agreement, employees shall move up a grade in pay on the annual anniversary of their date of

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employment if they have provided satisfactory service to the Borough.

b. Whether or not an employee shall have provided satisfactory service to the Borough is to be based upon objective criteria such as absenteeism beyond contractually allotted sick days, lateness, absence without authorization, failure to respond to call-ins, written warnings and other discipline for failure to perform duties, for poor performance, for insubordination and the like. Such criteria shall be placed in a performance appraisal form to be agreed upon by the parties hereto.

c. Performance appraisals shall be performed and provided to employees every six months (i.e., a six month interim and an annual) and the Borough shall, upon such appraisals, make a determination as to whether an employee is providing satisfactory service to the Borough. If an employee is deemed not to be providing satisfactory service to the Borough, he shall be advised in writing upon the appraisal as to exactly what improvement in performance he must make in order to be deemed to be providing satisfactory service to the Borough.

d. Upon the annual anniversary date of employment or the annual appraisal, whichever comes first, the employee shall be provided with a grade increase unless his performance is deemed to be unsatisfactory. If his performance is deemed to be unsatisfactory, the employee shall be terminated, subject to the good and just cause standard for discharge set forth in the contract and the grievance arbitration provisions of the contract.

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e. Notwithstanding the above, the parties acknowledge that a number of long term employees may have failed to have been given grade increases over the years even though their performance may have warranted such increases. The Borough agrees that it shall give due consideration to the lack of such grade increases in prior years to those long term employees in determining whether to grant grade increases in excess of those provided above to these employees on or before the annual anniversary of their date of employment.

f. It is agreed that appraisals shall be performed by supervisory personnel without consideration of whether the appraisal result will warrant an increase in grade for the affected employee.

13. **FULLY-BARGAINED AGREEMENT.** A new Article shall be added to provide:

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.

14. **MISCELLANEOUS PROVISIONS.** Article XII, paragraph 1 of the 1989-1991 Agreement shall be amended to read as follows:

Effective January 1, 1992, each employee shall receive a two hundred dollar (\$200.00) annual shoe allowance to be paid to the employee upon approval of the voucher and each employee shall receive a two hundred and fifty dollar

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(\$250.00) annual uniform allowance to be paid to the employee upon approval of the voucher.

15. MISCELLANEOUS PROVISIONS. Article XII of the 1989-1991 Agreement shall have a new provision added as a paragraph 10 as follows:

10. In lieu of the Borough's obligation as per the 1989-1991 contract to purchase all mechanic's tools required for the workings of the Department by December 31, 1993, the parties agree that effective January 1, 1992, the Borough shall pay to the mechanic a four hundred dollar (\$400.00) per year tools allowance. This allowance shall be used by the mechanic for maintenance repair and replacement of worn or broken tools required for the workings of the Department and shall be in lieu of any obligation of the Borough to replace or repair worn or broken tools of the mechanic.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date set forth above.

BOROUGH OF CLOSTER

By: \_\_\_\_\_

Edward T. Rogan

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TEAMSTERS LOCAL 945

By: Mark C. Masfield  
Attorney for Local 945, FST

cc Desposse

Anthony J. Roman



SIDEBAR AGREEMENT

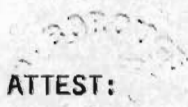
THIS AGREEMENT entered into the 8th day of December, 1993, by and between the Borough of Closter and Local 945 Teamsters.

The Parties agree as follows:

Employees of the Union working at the Transfer Station shall be paid the following daily rate of compensation for the years indicated. This rate is based on an 8 hour day.

1992 - \$147.00  
1993 - \$155.00  
1994 - \$162.00

ATTEST:

  
Loretta Castano  
Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER

Edward T. Rogan  
Edward T. Rogan, Mayor

WITNESS:

[Signature]

Anthony Romano  
Anthony Romano, Shop Steward

[Signature]

Al Diasparra  
Al Diasparra, Negotiating Representative

<u>OFFICE/POSITION</u>	<u>1992</u>		<u>1993</u>		<u>1994</u>	
	OLD	NEW	OLD	NEW	OLD	NEW
<u>SANITATION SECTION</u>						
SECTION LEADER		35,438		37,210		39,071
<u>DRIVERS/ COLLECTOR</u>						
Starting		20,571		21,600		22,680
Grade 4	22,513	22,513	23,638	23,638	24,819	24,819
Grade 3	24,459	23,802	25,681	24,992	26,965	26,242
Grade 2	26,780	27,035	28,119	28,387	29,524	29,806
Grade 1	29,109	30,266	30,564	31,779	32,092	33,368
Maximun	33,498	33,498	35,173	35,173	36,932	36,932
<u>COLLECTOR</u>						
Starting		20,376		21,395		22,465
Grade 3		23,598		24,778		26,017
Grade 2		26,818		28,159		29,567
Grade 1		30,039		31,541		33,118
Maximun		33,260		34,923		36,669
<u>STREETS AND ROADS</u>						
SECTION LEADER		37,707		39,592		41,572
<u>EQUIPMENT OPERATORS</u>						
Starting		24,841		26,083		27,387
Grade 3		27,168		28,526		29,952
Grade 2		30,079		31,583		33,162
Grade 1		32,992		34,642		36,374
Maximun		35,998		37,798		39,688