

THIS DOES NOT
CIRCULATE

RESOLUTION

WHEREAS, by resolution adopted February 20, 1979, the Mayor and Board of Aldermen of the Town of Boonton have recognized the Boonton Water & Sewer Association as the exclusive representative of the Boonton Water & Street Departments for collective negotiations with the Board of Aldermen in accordance with the New Jersey Public Employees Relations Act (N.J.S.A. 34:13A-1, et seq.), and

WHEREAS, extended conferences between the Negotiating Committees of the Mayor and Board of Aldermen and the Boonton Water & Street Association have resulted in a recommended employment agreement for the calendar years of 1977, 1978 & 1979, and

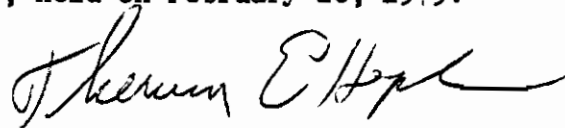
WHEREAS, the Mayor and Board of Aldermen have considered the recommended employment agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen that the agreement marked "Schedule One", attached hereto and made a part hereof, be and the same is hereby accepted and approved, and

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are hereby authorized and directed to execute said agreement on behalf of the Mayor and Board of Aldermen.

I, Thomas E. Hopkins, Clerk of the Town of Boonton, do hereby certify that the foregoing is a true copy of a resolution adopted at a meeting of the Mayor and Board of Aldermen of the Town of Boonton, New Jersey, held on February 20, 1979.

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A G R E E M E N T

THIS AGREEMENT entered into this twentieth day of February, 1979,
between the

MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
BOONTON, a Municipal Corporation of the
State of New Jersey, with offices at 100
Washington Street, in the Town of Boonton,
County of Morris and State of New Jersey,
hereinafter referred to as the TOWN,

and the

TOWN OF BOONTON ASSOCIATION OF STREET AND
WATER EMPLOYEES, hereinafter referred to
as the ASSOCIATION,

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and spirit
of Chapter 303 of Public Laws of 1968, the Town and Association have met
and negotiated the terms and conditions of the employment of their members
who comprise the Street and Water Departments of the Town of Boonton; and

WHEREAS, the negotiations have taken place over a period of better
than two years; and

WHEREAS, the parties hereto have been operating under a Contract
for employment which terminated on December 31, 1976;

WHEREAS, the parties have mutually agreed upon the terms and conditions
of a new Contract which is to begin on January 1, 1977 and end on Decem-
ber 31, 1979.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements between the parties which are herein contained, the parties agree as follows:

SECTION 1

CONTRACT: This Agreement represents the complete and final understanding on all bargainable issues between the Town and the Association.

SECTION 2

RECOGNITION: The Town hereby recognizes that the Town of Boonton Association of Street and Water is the bargaining agent for the Water and Street Department employees for the purpose of negotiations and agrees that this organization shall be the exclusive bargaining agent for said employees.

SECTION 3

DURATION OF THIS AGREEMENT: It is intended by all of the parties hereto that this Agreement shall cover all matters pertaining to employment, wages, salaries, hours and working conditions concerning the Association's members. This Agreement is effective and is retroactive back to January 1, 1977 and shall cover the years 1977, 1978 and 1979. The said Agreement is to terminate on December 31, 1979. Negotiations for the new Contract which are to begin on January 1, 1980 shall commence not later than August 1, 1979 and shall be completed by the first of January of 1980.

SECTION 4

CIVIL SERVICE CLASSIFICATIONS: All employees shall be assigned primarily to the job classification for which each employee has been rated or assigned. No person is to replace or do the job for which they are not classified except on a temporary basis.

SECTION 5

THE WORKING PERIOD: It is agreed by the parties hereto that the employees of the Association are employed on the basis of a five day, forty hour per week term, which period shall run from Monday morning to Friday afternoon and shall involve a work period each day of eight hours.

The Street Department employees shall start work at 7:00 A.M., shall have one hour for lunch between 12:00 and 1:00 and shall complete their work day at 4:00 P.M.

The Water Department employees shall start work at 7:30 A.M., shall have one half hour for lunch between 12:00 and 12:30 and shall complete their work day at 4:00 P.M.

The lunch period for all members of the Association may be varied as to the time it is taken depending upon the needs of the particular job which the employee is working on at the time.

SECTION 6

SALARY AND WAGES: All salaries and wages shall be paid every two weeks in accordance with the schedule attached hereto and marked Schedule A.

A. For the year 1977: Each employee shall have received a pay increase of \$.72 per hour beginning on January 1, 1977.

B. For the year 1978: Each employee shall have received a pay increase of \$.72 per hour beginning on January 1, 1978.

C. For the year 1979: Each employee shall have received a pay increase of \$.24 per hour beginning on January 1, 1979.

Schedule A attached hereto sets forth the per hour wage of each of the Association members.

D. All overtime which has been worked by the Association members throughout the years 1977 and 1978 and up to the date of this Agreement in 1979 shall be paid to each member on the basis of the new wage as set forth herein, and the additional sums due each Association member because they were paid on the 1976 Contract shall be made up and paid to each member within twenty days of the date of this Agreement.

E. All employees will be paid time and a half for all hours worked in excess of the basic eight hour work day. An employee shall be paid for overtime worked in any twenty-four hour period a minimum of four hours.

F. Regular employees shall be entitled to all overtime employment over all temporary employees, which overtime should be as equitably as possible spread among all of the employees of each department.

SECTION 7

LONGEVITY: In addition to base pay, employees shall be entitled to compensation for longevity of service based upon the anniversary date of employment in accordance with the following schedule:

| | | |
|---------------------|---|-----------------------|
| 1 through 3 years | - | 0 percent of base pay |
| 4 through 7 years | - | 1 percent of base pay |
| 8 through 11 years | - | 2 percent of base pay |
| 12 through 15 years | - | 3 percent of base pay |

16 through 19 years - 4 percent of base pay
20 years and over - 5 percent of base pay

SECTION 8

SENIORITY: Any layoff or recall and vacation requests shall be granted on the basis of seniority, and all employees laid off shall be first to be rehired. Any layoff of employees shall require that each employee drop down one slot in the Civil Service standings, and all positions shall be filled or vacated by seniority.

SECTION 9

SICK LEAVE: A. Each employee shall be entitled to fifteen days of sick leave per year, all of which shall be cumulative from year to year. Upon retirement, after twenty-five years of employment, each man is to be paid on the basis of \$30.00 per day for each day of sick leave that said employee has accumulated up to a maximum of 200 days of accumulated sick leave. This sum shall be paid in one lump sum upon retirement or upon the death of the employee before retirement if he has been employed by the Town for twenty-five years.

B. Each employee shall be entitled to three days leave with pay on the occasion of a death of a member of the employee's family, and said three day leave shall not be charged against the employee's sick leave. For the purpose of this section, a family member shall include parents, parents-in-law, spouse, children, grandparents, brothers and sisters.

C. No medical report is required unless an employee exceeds three full consecutive days on sick leave. No medical report shall

be furnished unless it is requested specifically of an employee by the Town or its authorized agents.

SECTION 10

MEDICAL INSURANCE: Full Blue Cross and Blue Shield coverage including Rider "J" to be provided at the Town's expense for employees and all members of the employee's immediate family and Major Medical, all as provided in accordance with coverage under the State of New Jersey Employees' Policy.

Any employee who has completed twenty-five (25) years of service with the Town of Boonton and upon retirement, will be carried on the rolls under the New Jersey State Plan with the effective date of May 1, 1973, for the employee plus his/her spouse provided the employee is not eligible to receive such benefits from any other source.

After the age of sixty-five (65) years has been attained, the employee and their spouse will be automatically dropped from the Plan and will be required to sign up for Parts A and B of the Medicare Program.

SECTION 11

DEATH BENEFITS: Each member of the Association shall be paid a death benefit of three times his annual salary at the time of his death as is presently in existence and for which an insurance policy has been issued.

SECTION 12

CLOTHING ALLOWANCES: Each employee and member of the Association shall be entitled to a maximum of \$250.00 per year to purchase proper clothing to be used while working for the Town. The clothing or work shoes

purchased, both as to amount and type so long as it does not violate the Town's specifications as to said clothing, shall be up to each employee. Said allowance shall be paid upon the presentation of a receipt, voucher or other document proving the purchase of same.

No new uniforms shall be required of all of the employees in which the style and/or color are changed except at the beginning of each year. However, if any such changes are anticipated, the employees shall be notified at least three months prior to the new Contract year so that the employees do not purchase clothing which cannot be used on the job and which will become antiquated quickly. The Town agrees to solicit ideas both as to style and color from the employees prior to making any such change.

SECTION 13

EDUCATION BENEFIT: The Town will reimburse the employees for the cost of books and tuition expenses for any job-related courses of study upon successful completion by the employee of said course.

SECTION 14

STEP GUIDE: The Town hereby agrees to include in any Contract reached for the year 1980 an employee step guide.

SECTION 15

VACATIONS: Vacations shall be scheduled through the Department Superintendents and shall be available as follows:

- (1) 12 working days after 1 year employment
- (2) 15 working days after 7 years employment

(3) 20 working days after 12 years employment

(4) 25 working days after 17 years employment

Vacations shall be granted to employees at times requested subject only to true emergency work and conflicts between employees' requests. No vacation may be cancelled once approved, except for the existence of a true emergency, without the consent of the employee. Such cancellation can only take place upon the action of the particular municipal committee responsible for the department in which the employee works. Vacation days may be carried for not more than two (2) years.

SECTION 16

HOLIDAYS: Employees shall be entitled to the following 13 paid holidays per year:

| | |
|-------------------------|----------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Employees called into work on a holiday will receive regular pay, plus time and a half for hours worked.

SECTION 17

GRIEVANCE PROCEDURES:

A. Definition - A "grievance" within the meaning of this procedure shall be defined as any difference or dispute between the Town and an em-

ployee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

B. To provide for the expeditious and mutually satisfactory settlement of grievances which may arise with respect to the interpretation or application of this Agreement the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his Superintendent or Supervisor or his designated representative either directly or through the Association for the purpose of resolving the matter informally.

Step 2. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within three working days after presentation of the grievance, a written grievance may be filed with the appropriate Committee of the Street or Water and Sewer Committee, which shall meet with the employee and/or the Association officers or designated representative within five working days of the filing of the written grievance. A decision thereon shall be rendered in writing within five working days after the meeting.

Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five working days after the holding of such meeting, the matter may be referred by the Association or individual to the Mayor and Board of Aldermen of the Town of Boonton who after filing the said grievance in writing with the Clerk of the Town shall be given a hearing before the Mayor and Board of Aldermen within eight working days after the date of such filing.

Step 4. If the aggrieved employee and/or the Association is not satisfied with the disposition of the grievance in Step 3, or if no decision has been rendered within eight working days after the holding of such meeting, the matter may be referred by the Association to remedies provided by the Civil Service Act.

Referral to Civil Service shall be made within fifteen days of the receipt of the written decision or from the date said decision would be due.

If the appeal to Civil Service is not taken within the aforesaid time periods, the decision rendered in Step 3 will be deemed final and binding.

C. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

D. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so, in writing.

E. Any employee may be represented by himself or a representative selected and approved by the Association.

F. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.

G. In matters of discipline or discharge, the parties may mutually agree to waive the first step of the grievance procedure and proceed immediately to Step 2 or 3.

H. No charge shall be made against an employee unless it first be reduced to writing and served upon the employee so charged setting forth the exact nature and facts surrounding the charges, and no releases are to be made to the newspapers or news media concerning these charges until the employee has had a hearing on them and been found guilty at the disciplinary hearing.

I. Any employee who has been charged with any violation of any of his duties owed to the municipality shall first be charged, tried and convicted and all appeal times on his grievance procedures shall run before any fine or suspension may be actually imposed upon the individual employee.

SECTION 18

FIRE EMERGENCIES: All firemen who are members of the Association shall have the right to respond to any fire call or emergency call in which the fire department is involved. Each such person shall stay at the scene of the emergency until the Chief of the fire department shall determine that their services are no longer needed, and all such members shall then return directly to the job site at which they were working or to the supervisor or foreman for reassignment.

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

ATTEST:

By: Thomas E. Hopkins
Thomas E. Hopkins, Clerk

MAYOR AND BOARD OF ALDERMEN
OF THE TOWN OF BOONTON

By: Emidio Cacciabeve
Emidio Cacciabeve, Mayor

ATTEST:

By: Joseph J. [Signature]

TOWN OF BOONTON ASSOCIATION
OF STREET AND WATER EMPLOYEES

By: Robert [Signature]

SCHEDULE A

HOURLY RATES UNDER NEW CONTRACT

| <u>EMPLOYEE</u> | <u>1977</u> | <u>1978</u> | <u>1979</u> |
|-----------------|-------------|-------------|-------------|
| Caraballo, V. | \$5.31 | \$6.03 | \$6.27 |
| Emerick, R. | 6.57 | 7.29 | 7.53 |
| Jurkouich, E. | 7.62 | 8.34 | 8.58 |
| Mahoney, J. | 7.00 | 7.72 | 7.96 |
| McKay, R. | 6.63 | 7.35 | 7.59 |
| Osborne, D. | 5.18 | 5.90 | 6.14 |
| Reynolds, E. | 5.44 | 6.16 | 6.40 |
| Westura, D. | 6.39 | 7.11 | 7.35 |
| Scerbo, V. | 6.53 | 7.25 | 7.49 |
| | | | |
| Babbitt, E. | 6.57 | 7.29 | 7.53 |
| Koval, S. | 6.91 | 7.63 | 7.87 |
| Petonak, M. | 5.31 | 6.03 | 6.27 |
| Stevens, A. | 5.31 | 6.03 | 6.27 |
| Valletta, J. | 7.62 | 8.34 | 8.58 |