

AGREEMENT
THE BOROUGH OF LEONIA
AND
DEPARTMENT OF PUBLIC WORKS
LOCAL 108, RWDSU, UFCW

THIS AGREEMENT entered into this 24 day of MAY, 2013, by and between the Borough of Leonia, County of Bergen and State of New Jersey, hereinafter called the "Borough" and Local 108, Retail, Wholesale, and Department Store Union (RWDSU), AFLCIO, hereinafter called the "Union".

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

1. TERM

The term of this Agreement shall be from January 1, 2013 through December 31, 2015 and from month to month thereafter unless cancelled in writing by either party upon 30 days' notice.

2. RECOGNITION

The Borough affirms its recognition of the Union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all full-time blue-collar, nonsupervisory employees employed by the Borough in the Department of Public Works except office clerks, supervisors, assistant superintendents and superintendents having the power to hire, fire, and direct the work force or to effectively recommend the same.

The following existing employee classifications are to be excluded from coverage under the contract.

1. Superintendent
2. Assistant Superintendent
3. General Foreman
4. Tree Foreman
5. Blue-collar employees for the Borough not assigned to the Department of Public Works

Also excluded from the provisions of this Agreement are probationary employees and those employed on a temporary seasonal or casual basis unless they are specifically included.

3. UNION DUES

- A. Pursuant to N.J.S.A. 52:14-15.9 (e), as amended, the Borough agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Borough in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month, no later than the tenth day of the month following deduction. The Borough agrees to furnish the Union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The Borough also agrees to furnish the Union upon request not more than monthly, with a list of newly hired employees and terminated employees. The Union will advise the Borough in writing of the amount of the initiation fees and monthly dues.
- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments as provided by N.J.S.A. 34:13A-5.5 et seq.
- C. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union advising of such changed deduction.

4. GRIEVANCE PROCEDURE

GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this Agreement.

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the Union Steward or a member of the Union Shop Committee, to the Superintendent, within fifteen (15) working days after the occurrence of the matter being grieved. If no satisfactory resolution of the grievance is reached at step 1, then within fifteen (15) working days the grievance shall be presented in writing to the Borough Administrator.

STEP 2. The Borough Administrator, after discussing the grievance with the aggrieved employee and the Union Shop Committee, if necessary, shall:

- (A) Adjust the grievance;
- (B) Find the grievance unjustified; or
- (C) Advise the Shop Committee that the adjustment of the grievance is beyond his authority.

STEP 3. If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his Union Shop Committee, Shall proceed by filing a written grievance with the Council Public Works Committee within fifteen (15) working days of the decision made by the Borough Administrator. The aggrieved employee and the Union's representative shall meet with the Public Works Committee within fifteen (15) working days after receipt of the written grievance. The Council Public Works Committee shall issue its written decision with in fifteen (15) working days after meeting with the Union.

STEP 4. Upon failure of a resolution of the grievance in step 4 above, the authorized representative of the Union may proceed to final and binding arbitration before and pursuant to the rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the Borough Administrator either personally or by certified mail within fifteen (15) days after the termination of step 4.

The cost for the services of the arbitrator shall be borne equally by the Borough and the Union.

All grievances presented in writing shall specify the occurrence being grieved and the action being sought by the grievant.

The arbitrator shall be bound by the provisions of this Agreement, and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Step 1 and step 2 shall be presented and discussed during working hours. A mutually agreeable time will be arranged between the Director of Public Works and the chairman of the Union Shop Committee.

An aggrieved employee shall suffer no loss of pay as a result of time spent in his own behalf in an arbitration hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree in writing to a waiver.

5. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period, such employees' seniority shall date from their original date of hiring as a permanent employee. Seniority is to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task. Super seniority for the Shop Steward. Alternate Shop Steward to function as Shop Steward in his absence. Notwithstanding anything to the contrary herein, any service as a temporary or seasonal employee shall not count towards an employee's seniority.

When employees are laid off, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid off employees shall first have been recalled.

B. A newly hired employee who previously worked with the Borough but who was terminated or resigned for any reason shall be considered a new employee and all calculations of benefits based upon seniority shall be from the date of the last hire as a permanent employee.

C. Employment may be on a temporary basis for a period of not more than ninety (90) days. At the end of such 90 day period, the employee may be extended for another period not to exceed 90 days or may be notified of the termination of his employment. Such employment on a temporary basis shall not count towards an employee's seniority.

D. No Benefits shall accrue to a temporary employee for sick leave, vacations, pension plan, longevity, disability or other benefits.

E. New employees shall remain probationary after completion of three (3) months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall not have seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Borough. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure.

F. Effective January 1, 1988, the Shop Steward for RWDSU, Local 108, and Leonia DPW Unit shall have the status of "Super Seniority".

G. When the designated Shop Steward is unavailable the "Alternate" Shop Steward shall assume his/her functions and responsibilities until the Shop Steward returns.

H. Notwithstanding anything to the contrary contained in paragraphs A, B, C, and D of this Section 5, the level of seniority of current employees who were covered by previous collective bargaining agreements shall not be affected.

6. WAGES

A Salary shall be paid in accordance with the schedule set forth in Appendix "B" to this Agreement, as agreed upon in the Memorandum of Understanding between the Borough of Leonia and Local 108 RWDSU. The Salary increases shall be:

January 1, 2013	-	2.00%
January 1, 2014	-	1.50%
January 1, 2015	-	1.50%

The Step wage schedule shall consist of seven (7) steps for employees hired after January 1, 1995 and four (4) steps for employees hired before January 1, 1995. The schedule of wages to be paid pursuant to this paragraph is attached hereto as Schedule "A" for employees hired after January 1, 1995. For employees hired before January 1, 1995; there are varying amounts of longevity that were added to their respective base salaries in 1995 when Longevity was frozen at 4%. Consequently, for those employees hired before January 1, 1995, they will receive the percentages increases above to their base salary from the previous year. Employees shall receive salary increases on January 1st and step increases on the anniversary date of their date of hiring as a permanent employee.

The salaries set forth on the attached schedules are based on 260 work days per year. In the event there are more than 260 work days per year, an employee shall receive the equivalent of one days pay for any extra work day over the 260.

7. LONGEVITY

There is no longevity for any person hired as a permanent employee after July 1, 1995. Those persons who were employed prior to July 1, 1995 by the municipality shall have their longevity frozen at fifty percent (50%) of that benefit up to a maximum of 4.0%. For employees who were employed prior to July 1, 1995, longevity shall be based on the following schedule:

0 – 3	-	0%
4 – 7	-	.75%
8 – 11	-	1.50%
12 – 15	-	2.25%
16 – 19	-	3.00%
20 Plus	-	4.00%

Longevity will be added to an employee's base annual salary on the first of the month following the month of the employee's anniversary date of employment.

8. HOURS OF WORK, OVERTIME, AND STANDBY

- A. All employees covered by this Agreement are required to work a forty (40) hour week, with each workday beginning at 7:00 a.m. and ending at 3:30 p.m. Adjustments to this schedule may be made upon mutual agreement of the Borough and the Union.

- B. All overtime work shall be authorized in advance by a supervisor or department head.
- C. Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day. Time and one-half premium pay shall be paid for any work performed on Saturday. Employees who work on Sunday shall receive double time premium for these hours. Any employee required to work on a holiday shall receive his pay for that day plus additional time and one-half for all hours worked.
- D. Any employee who reports for his regularly scheduled shift or is recalled to work after leaving his shop or his work station, or who is called in to work on a shift which is not regularly scheduled shift, shall receive a minimum of two (2) hours work or pay at time and one-half. However, the foregoing obligation on the part of the employer shall not apply in the event the failure to provide work is due to an Act of God, power failure or conditions beyond the control of the employer, not shall it apply in the event the employer was prevented by conditions beyond his control from notifying him not to report, and provided further, that an individual accepts any job to which he may be assigned. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the employer has no control.
- E. The Borough will establish a rotating overtime list, with employees ranked accordingly to seniority and skills. The list will be used in assigning overtime, provided the employee possesses the necessary skills for the required tasks. If an employee feels that his treatment under this clause has been improper or unfair, he may utilize the grievance and arbitration procedure to adjust his claim.
- F. The Borough reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and arbitration procedure to adjust his claim.

9. PAY DIFFERENTIAL

- A. Any employee required to work on a higher rated job shall receive the payment for the higher rated job for this period. This provision shall not apply to employees undergoing training for a higher rated position under the supervision of an employee qualified in the higher rated job. Such training in any classification shall be limited to a period equivalent to ten full working days.
- B. For any employee designated on a temporary basis, in the absence of the individual designated to serve permanently in that capacity, to fulfill the duties of the Crew Chief an additional amount shall be added to the normal hourly rate, limited to only those hours which the Superintendent has designated this employee to serve in this capacity. For Crew Chief, the differential shall be increased \$.50 per hour.

10. SAFETY

It is mutually recognized that safety is of major importance to both the Borough and the Union.

All equipment shall be in safe operating condition according to common industry standards to insure the safety of the employees using such equipment. A safety committee shall be established to work with management in helping to insure the utmost safety in the department. The Joint Safety Committee will meet on a regular basis.

All employees will notify their supervisor of any dangerous conditions or unsafe equipment. The supervisor will make every effort to eradicate the problem. Any issue as to whether equipment is usable shall be determined by the Superintendent.

Employees shall endeavor to work in a safe and proper manner to avoid injury to themselves, others or the property of the Borough.

11. VACATIONS

Only permanent full time employees working thirty five (35) hours or more per week are eligible for vacation time. Permanent employees shall receive a vacation with pay at his regular annual rate of pay, not including overtime, according to the following schedule:

1. A permanent employee, during the first year of continuous service, shall receive one (1) day of vacation with pay for each full month of service prior to June 1 up to a maximum of ten (10) working days of vacation with pay.
2. A permanent employee with from one (1) year of continuous service, to four (4) years of continuous service, shall receive ten (10) working days of vacation with pay.
3. A permanent employee with from five (5) years of continuous service to seven (7) years of continuous service shall receive thirteen (13) working days of vacation with pay.
4. Permanent employees with from eight (8) years of continuous service to ten (10) years of continuous service shall receive fifteen (15) working days of vacation with pay.
5. Permanent employees from eleven (11) years of continuous service to fourteen (14) years of continuous service shall receive seventeen (17) working days of vacation with pay.
6. Permanent employees with from fifteen (15) years of continuous service to seventeen (17) years of continuous service shall receive eighteen (18) working days of vacation with pay.

7. A permanent employee with eighteen (18) years of continuous service shall receive twenty (20) working days of vacation with pay.
8. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacation due for the calendar year shall be based on years of service as of December 31 of the previous year.
9. All vacations must be taken during the current year and may not be accumulated or carried over.
10. For scheduling purposes, the Superintendent must be advised of vacation dates to be required for the year by March 31st of that year. Employee preference and selection of vacation days shall be governed by seniority for the first set of vacation days. The scheduling of vacation time shall be in the reasonable discretion of the Superintendent, whose determination in this regard shall be based upon maintaining the efficiency of all municipal operations. Upon vacation date approval, the Borough shall not deny or rescind the vacations granted, unless there is an extreme exceptional emergency affecting the Borough.

12. ABSENCES

A. Sick leave

1. Only permanent full time employees working thirty five (35) hours or more per week are eligible for sick time.
2. First year of service – one (1) working day of sick leave with pay for each month of service up to a maximum of six (6) days.
3. After the first year of service - twelve (12) working days of sick leave with pay in each calendar year thereafter.
4. Following one (1) year of employment, any employee who requires less than ten (10) days of sick leave during a calendar year, shall be paid by January 15, of the following year for one-half (1/2) of the difference between twelve (12) days and the actual number of sick leave days taken at the regular day daily rate. The unpaid portion of this difference shall accumulate to the employee's credit from year to year and such employee shall be entitled to such accumulated sick leave if and when needed. Credit for accumulated sick leave shall be given from January 1, 1966. No, employee, however, shall receive any credit in time off or payment for accumulated sick leave in the event of separation from municipal service for any reason. In no event shall the total accumulated sick leave exceed one hundred eighty (180) days.
5. An updated list of used and available sick time is to be provided on or about January 15, of every year.

6. Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, non-service connected accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee, or the second and third day of leave under Section 7, below.
7. Every permanent employee who is entitled to sick leave shall furnish, whenever requested, to the employer a medical doctor's certificate certifying the illness involved and that said employee is not capable of performing his regular duties. The employer reserves the right to have any employee examined by a physician designated by the employer before being allowed to return to duty. Following any absence due to an illness, the employer may request a medical certificate from the employee's physician certifying that the employee is physically fit and capable to return to full duty.
8. In case of leave of absence due to contagious disease, a certificate from the department of health having jurisdiction shall be required.
9. In case of death in the family of the employee, proof shall be required by the municipal administrator.
10. During protracted periods of illness or disability, the employer may require weekly or bi-weekly interim reports on the condition of the patient from the attending physician or the physician designated by the employer. When under medical care, employees are required and expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during each such period of illness or disability.
11. Sick leave with pay will not be allowed under the following conditions:
 - (a) If the employee, when under medical care, fails to carry out the order of the attending physician.
 - (b) If, in the opinion of the Borough physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription habit forming drugs.
 - (c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
 - (d) Three (3) consecutive days' sick leave, within any calendar week, or two (2) Mondays or two (2) Fridays in one month without a doctor's certification.
 - (e) More than ten (10) days accumulated sick leave in an eight (8) month period, without a doctor's certification.

13. ABSENCES DUE TO WORKMENS COMPENSATION

A permanent employee injured in the usual course of the employment and directly in line of duty shall receive full salary payments during his absence subject to the provisions that:

- (1) Such full payment of salary shall not extend beyond a period equivalent to one week for each two (2) years of permanent full time employment with the Leonia DPW. This full-pay provision shall be an accumulating bank of time based upon the number of years as a full-time employee. This accrued time may only be used once and is not a separate leave per each injury. By way of example, if an employee has been a permanent full-time employee for (10) years, he/she will have earned (5) weeks. If they were to use (3) weeks for a work-related injury, then the remaining (2) weeks carries over and can be used for a subsequent injury. Similarly, the said employee would continue to earn an additional week for each (2) years of employment. Should an employee exhaust all the time in the leave bank, then that employee shall only be entitled to payments from the workers compensation insurance carrier as outlined in paragraph #2.
- (2) Any employee who qualifies for payments under Workmen's Compensation benefits, shall during the period he/she is receiving such benefits, be entitled only to the Workers Compensation Benefits paid by the insurance carrier. Such payments shall be in compliance with the applicable State Administrative Code which, at the time of the signing, is 70% of the employee's full salary with a maximum benefit of \$820 per week.
- (3) Such absence shall not be charged against his sick leave. The employee, at his/her sole discretion, however, may elect to use accumulated sick, vacation, or other leave time during such an absence. Under such circumstance, where the employee chooses to use accumulated leave time, the employee will continue to receive full salary and the applicable days shall be deducted from the sick, vacation, or other leave balances. Additionally, should the employee choose to use accumulated leave and receive full salary, the Borough will receive the Workers Compensation payments from the insurance carrier for all such days.

14. SPECIAL LEAVE

Any permanent employee who desires a leave of absence without pay from his employment, shall request such leave in accordance with the Personnel Policies of the Borough. It must be in writing stating the reason for the leave, and the employee must receive permission in writing from the employer. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the department head. During the period of absence, the employee shall not engage in gainful employment. An employee who fails to comply with this provision shall be deemed to have quit his employment. Seniority shall be retained, but shall not accrue during such leave. Time on leave shall not be counted in computing service for vacation purposes. The employer shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a physician designed by the employer before he is returned to the job. The employee must make arrangements for continuation of welfare and pension payments, if any, before the leave may be approved by the department head. An employee shall be allowed a maximum of six (6) months leave without pay during the term of this Agreement unless said term is extended in writing by the Borough of Leonia Council.

The Borough shall have the right, at its discretion, to refuse to grant special leave under this section.

15. JURY DUTY

1. Each regular, full-time, permanent employee in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the Clerk of the Court, shall be paid his/her regular daily rate of pay pursuant to N.J.S.A. SB:20-16, subject to the following conditions.
 - a. When a jury service is completed prior to 12 noon, the employee is required to telephone his/her immediate supervisor and report to work if requested.
 - b. The employee must notify his/her supervisor within 48 hours following receipt of a summons for jury service.
2. The provisions of this article do not apply when an employee voluntarily seeks jury service.

16. ABSENCE DUE TO DEATH IN THE FAMILY

Every current permanent employee shall receive three (3) days of leave for attendance at the funeral of a member of the immediate family. The Borough may require acceptable proof of death. Immediate family is defined as meaning the death of father, mother, wife, brother or sister, son or daughter, spouse's parents, grandparents, grandchild, a person designated as a legal guardian or as a domestic partner, he or she shall comply with the applicable provisions of the New Jersey Domestic Partnership Act, N.J.S.A. 26:8A-1, et seq. which are set forth below. The following shall also be applied to constitute civil unions as defined by N.J.S.A: 37:1-30 and N.J.S.A: 37:1-17. Every current employee shall receive one (1) day off to attend the funeral of an uncle, aunt, niece, or nephew.

20. GENERAL

- A. It shall be at the Superintendent's discretion to dismiss employees during inclement weather.
- B. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or elsewhere but shall not supersede any of the requirements or prescriptions of N.J.S.A. 34:13A-1 et seq. as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this agreement.
- C. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.
- D. If any clause contained in this Agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.
- E. Errors in payment of wages shall be corrected during the week following the discovery of the error, provided the employee has brought the error to the attention of the municipal administrator in writing, through the foreman, in sufficient time for the error to be corrected.
- F. Employees may use the recreational and locker facilities of the DPW garage until two hours after quitting time, provided that the Union assumes responsibility for maintenance and repair of damage to those facilities arising out of their use for recreational and leisure.
- G. Personal hygiene materials to be available to all employees.

21. MANAGEMENT OF THE BOROUGH'S AFFAIRS

It is recognized that the management of the Borough Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Borough. Accordingly, the Borough retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assignment, promotion or transfer, to determination of the amount of overtime to be worked, the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, stations, etc., determination of the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedule of work, together with the selection, procurement, designing engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be used to permanently change the present duty of the job classifications.

However, the Union and employees shall have the right to submit a grievance and to request arbitration in their exercise of any of these rights which prejudice or deprive the Union or any employee of any existing contract right or benefit.

However, management reserves the right to pursue privatization as allowed by law.

22. RETIREMENT

All employees are enrolled in the Public Employee's Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

The employee's contribution to the plan is deducted from the salary paid to such employees and remitted to the State of New Jersey as required and prescribed by law.

The employer's contribution for such employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provisions of the law.

Employees having completed the required number of years of service and having attained the specified age may apply for retirement as provided by the plan.

Effective upon the date of execution, any active fulltime member of the unit, with twenty-five (25) years of service or more with the Borough of Leonia, will receive continued health care benefits excluding dental and disability coverage. The health care insurance coverage shall be for the retired employee only, with the option to purchase spousal coverage if offered by the Health Provider at the retirees/spouse's expense. No retiree who retires from the Borough after July 2004 is eligible for reimbursement of Medicare Part B. Retirees who obtain employment after retiring from the Borough, and who subsequently are employed elsewhere and are offered major medical insurance by their new employer are obligated to avail themselves of coverage and notify the Borough of said coverage. If the employment is terminated, coverage will be re-instituted by the Borough with sixty (60) days. Additionally, pursuant to P.L. 2011 c.78; retirees will be required to make a contribution toward the cost of their health care coverage upon retirement if they have 25 years of service to the Borough of Leonia. The amount of the said contribution toward the premium cost of the health care insurance shall be based upon the schedule of contributions contained in P.L. 2011 c.78 as may be amended. Employees who had twenty (20) years of service with the Borough of Leonia prior to the adoption of P.L. 2011 c.78 on June 28, 2011 are not required to contribute toward the cost of the said health care premium upon retirement. Those current employees who are party to this agreement as of this signing who had accumulated twenty (20) years of service prior to June 28, 2011 are as follows: Gary Bickford, William Fedakowski, Sr., Jose Marty, Robert McKee, Gerardo Puente, and Brian Schuck.

23. ACCESS

An authorized officer or representative of the Union shall have access during business hours for the purpose of participation in the adjustment of grievances and disputes, for investigation of matters herein described covered by this Agreement, and for the basic purpose of effectuating the principles and provisions contained in this Agreement. Such authorized officer or representative shall notify the DPW Superintendent in advance of his or her intention of exercising the rights covered by this clause.

24. CONTINUED OPERATIONS

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

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, it's officers, members, agents or principal will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Borough shall have the right to discipline or discharge any employee encouraging, supporting, fomenting or participating in a strike, slowdown or other such interference.

IN WITNESS WHEREOF, we have set out hands this 24th day of May, 2013.

THE BOROOUGH OF LEONIA

LOCAL 108, RWDSU

By: John De Simone
Mayor

By: Dwayne A. [unclear] 5-23-13

By: Jack [unclear]
Administrator

By: [unclear]
By: James J. [unclear] 12/12