

3-0437

02-26

AGREEMENT

Between

Haworth, Borough of
BOROUGH OF HAWORTH

and

HAWORTH MUNICIPAL EMPLOYEES GROUP

for the period

X January 1, 1986 through December 31, 1987

THIS AGREEMENT made and entered into in Haworth, New Jersey on December 1985, by and between the Borough of Haworth, herein Borough, and the Haworth Municipal Employees Group, herein Group, represents the full agreement of the parties on all issues negotiable.

Article I. SCOPE. Nothing contained in this agreement alters the authority of the Borough as provided by law, ordinance or resolution, nor does it alter the rights of any member of the Group as provided by law, ordinance or resolution.

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

Article III. VACATION AND HOLIDAYS. The provisions of the existing Borough ordinance shall govern rights to vacations and holidays, with the exception of the addition of Martin Luther King's Birthday.

Article IV. LEAVES OF ABSENCE. The provisions of the existing Borough ordinance shall govern rights to leaves of absence for all reasons with the addition that each employee shall have the right to 3 days off per year at a time arranged with the employee's department head. These days are not to be attached to a vacation period.

Article V. HOURS OF WORK. Existing hours of work shall be continued. Borough offices shall be open to the public between the hours of 9:00 A.M. and 3:00 P.M. prevailing time each business day. Employees in the Department of Public Works shall work an 8 hour day, 40 hour week, for base pay and shall be paid overtime as provided by ordinance.

Article VI. COMPENSATION. Base annual pay for members of the Group shall be as stated in Schedule A, attached. Each employee shall receive in addition to his base pay additional compensation annually determined by the length of service as a Borough employee as follows: 1% of the annual base pay after completion of 4 years of service commencing on the following January 1st. Commencing at the start of the 6th year of service each employee shall be paid an additional 1/4% for each year of completed service up to 20 years, and 1/2% per year for each year of service in excess of 20 years. There will be no maximum. Upon retirement in accordance with the Public Employees Retirement System a cash payment shall be made to each employee. This payment shall be a sum equal to the current base daily salary times 1/2 the number of accumulated sick days of that employee to a maximum payment not to exceed 100 days in 1986 and 100 days in 1987.

Article VII. CLOTHING ALLOWANCE FOR THE D.P.W. EMPLOYEES AND DISPATCHERS. Each employee in the Public Works Department shall receive a clothing and shoe allowance of \$335.00 in 1986 and \$360.00 in 1987 to be expended by each employee to maintain a presentable uniform as described in Schedule B attached. This clothing and shoe allowance shall be distributed as follows: \$167.50 to each D.P.W. employee on June 15th and \$167.50 on December 15th in 1986; and \$180.00 on June 15th and \$180.00 on December 15th in 1987. The Dispatcher's clothing allowance will be \$175.00 in 1986 and \$200.00 in 1987.

Article VIII. "STAND-BY" BY D.P.W. EMPLOYEES. One employee in the Public Works Department shall be available for employment by the

department on each weekend and on each holiday described in Article III and shall be compensated therefore at the rate of \$15.00 per day. Should employment be required during such time, stand-by shall not be paid; but each employee called to work will be paid no less than \$15.00 overtime for the particular day employed.

Article IX. VACATION PERIOD. The vacation period for the personnel of the D.P.W. shall be extended by 6 weeks to include the period from March 1 to October 15. A further extension of the vacation season will be considered for 1987 if the Council is convinced that such a change would not cause a problem with regard to snow removal. Only one man will be permitted on vacation at one time except when the Superintendent is on vacation at which time a second employee can also be on vacation.

Article X. TUITION PROGRAM. A tuition refund program will be in effect for D.P.W. personnel, funded at the level of \$525.00 per year. It will be spent at the discretion of the D.P.W Superintendent and the Council Commissioner. The Council will consider an increase in the tuition pool for 1987 if documentation proves it to be in the best interest of the Borough.

Article XI. GRIEVANCE PROCEDURE.

A. A grievance, defined as a dispute as to the meaning of this agreement, compensation, hours of work or conditions of employment must be brought to the attention of an employee's immediate supervisor within 5 working days of the inception thereof. Said supervisor shall respond thereto in writing to the employee within 5 working days. A statement of the occurrence shall be filed by the supervisor with the Borough Clerk and the Group.

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

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

D. Should further review be sought by the employee, he shall appeal in writing to the Haworth governing body within 5 working days of the receipt of the departmental determination. The entire record of the grievance shall be submitted to the governing body. The governing body may make its determination upon the existing record or may have a hearing thereon by an appropriate Council committee or the entire governing body. A hearing shall be scheduled to be held within 10 working days of the date of the submission of the appeal to them. A resolution of the governing body shall be the final Borough action. Lack of such resolution within 14 working days of any hearing or submission of an appeal without a hearing, whichever shall be later, shall be deemed an acceptance and approval of the departmental determination.

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

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

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

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

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

Article XII. AVAILABILITY OF AGREEMENT. Copies of this agreement shall be made available to each member of the Group when fully executed.

Article XIII. IMPLEMENTATION OF AGREEMENT. Any provision of this agreement requiring the adoption of an ordinance to become effective shall take effect only upon said adoption as required by law and the Borough agrees to introduce the necessary ordinances for adoption.

Article XIV. TERM OF AGREEMENT. This agreement shall be for the term of January 1, 1986 to December 31, 1987 and the parties hereto agree to commence negotiations for any new agreement effective after December 31, 1987 not later than November 1, 1987.

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

HAWORTH MUNICIPAL EMPLOYEES GROUP

BY: George P. Lewis

BOROUGH OF HAWORTH

BY: [Signature]

SCHEDULE A

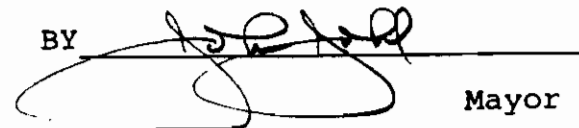
<u>Position</u>	<u>1986</u>	<u>1987</u>
Clerk of the Municipal Court (Jessie Baum)	\$20,250.	\$21,060.
Administrative Assistant (Lorraine Roth)	12,600.	13,230.
<u>Library Assistant</u>		
Edith Egan	6,240.	6,552.
<u>Department of Public Works</u>		
Starting and During First Year	14,869.	15,464.
Second Year	16,484.	17,143.
Third Year	18,096.	18,820.
Fourth Year	19,711.	20,499.
Fifth Year	21,326.	22,179.
Beginning of Sixth Year & Thereafter	22,939.	23,857.
Foreman	23,500.	24,440.
<u>Dispatchers</u>		
0 to 3 Months	5.62 P.H.	5.90 P.H.
Beg. 4th Month to 6 Months	6.17 P.H.	6.48 P.H.
Over 6 Months	6.74 P.H.	7.08 P.H.

Approved:

George F. Bauer
For the Haworth Municipal Employees
Group

Borough of Haworth

BY



Mayor

SCHEDULE B.

Presentable work clothes shall be as uniform as possible and of a blue color, such uniforms to be supplied by the employees.