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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN

BOROUGH OF BERGENFIELD

and

COUNCIL NO. 5,
NEW JERSEY CIVIL SERVICE ASSOCIATION

1976 - 1977

Bergen County

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Labor Relations

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RUTGERS UNIVERSITY

AGREEMENT

THIS AGREEMENT made on the 8 day of December, 1976,

by and

BETWEEN: THE BOROUGH OF BERGENFIELD, New Jersey, hereinafter referred to as the "Borough",

AND: The Bergenfield Chapter of Council No. 5, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter referred to as the "Association",

is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Borough hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for those Bergenfield employees holding the job titles listed in "Schedule A" annexed hereto and made a part hereof.

Section 2.

Unless otherwise indicated, the terms "employee" or "employees" wherever used in this Agreement refer to all persons represented by the Association in the above-defined bargaining unit.

ARTICLE II

MANAGEMENT AND
EMPLOYEES' RIGHTS

Section 1.

The Borough hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights, privileges or benefits conferred upon employees by the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et seq., or other Laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the

Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

Section 2.

Except as otherwise provided herein, the Borough 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:

- (a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Section 3.

Nothing contained herein shall be construed to deny or restrict either party of or in its rights, responsibilities, and authority, under N.J.S. Titles 11, 34, 40 and 40A, or any other national, state, county or other applicable laws.

Section 4.

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

Section 5.

The Borough will not engage in any lockout of employees covered by this Agreement during the term hereof.

ARTICLE III

SALARIES

Section 1.

Employees' base salaries for the calendar years 1976 and 1977 shall be those set forth in "Schedule B" annexed hereto and made a part hereof.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each employee shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through eight (8) years of service . . . . .	.1%	of base pay
Nine (9) through eleven (11) years of service . . . . .	.2%	of base pay
Twelve (12) through fourteen (14) years of service . . . . .	.3%	of base pay
Fifteen (15) through seventeen (17) years of service . . . . .	.4%	of base pay
Eighteen (18) through twenty (20) years of service . . . . .	.5%	of base pay
Twenty-one (21) through twenty-three (23) years of service . . . . .	.6%	of base pay
Twenty-four (24) through twenty-six (26) years of service . . . . .	.7%	of base pay
Twenty-seven (27) years of service and thereafter . . . . .	.8%	of base pay

ARTICLE V

HOURS OF WORK - OVERTIME

All employees shall work a basic thirty-five (35) hour week, consisting of eight (8) hours a day for five (5) days in each week with one hour for an unpaid lunchbreak in each day.*

Overtime at the rate of 1-1/2 times the regular base rate of pay calculated on an hourly basis shall be paid for each hour worked in excess of thirty-five (35) hours per week or in excess of eight (8) hours in any one calendar day.*

The Borough shall pay a bonus in the sum of \$100.00 to each employee attaining a perfect attendance record during the calendar year. Absences by reason of Bereavement Leave shall not be deemed an absence under this clause and shall not disqualify an employee's otherwise perfect attendance.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

Section 1.

Each employee shall enjoy the following twelve (12) paid holidays during the years 1976 and 1977:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Election Day
Thanksgiving Day	Christmas Day

*Notwithstanding the foregoing, the building inspector shall work the **basic thirty five (35)** hour week and shall not be entitled to overtime for any hours in excess thereof.

Upon completion of all their assigned duties for the day employees shall be permitted to leave the job on Christmas Eve and New Year's Eve days.

Section 2.

Each employee shall be entitled to one (1) personal leave day annually without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE VII

INSURANCE AND DEATH BENEFITS

Section 1.

Existing Blue Cross, Blue Shield, Rider J and Major Medical insurance and dental insurance benefits shall be continued for all employees and their eligible dependents during the term of this Agreement.

Section 2.

The Borough will provide and pay 50% of the cost of such insurance for retired employees between the ages of 62 and 65 who are receiving the benefits of the State retirement plan, provided, however, that such payments and coverage provided by the Borough shall cease at the time the employee becomes entitled to Medicare or Medicaid coverage.

ARTICLE VIII

VACATIONS

Section 1.

Each employee shall be entitled to annual vacation leave

depending upon his years of service within the Department as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION TIME IN WORKING DAYS</u>
1st year.	1 day per month worked
2nd through 5th year.	12 days
6th through 10th year	15 days
11th through 15th year.	18 days
16th through 20th year.	21 days
More than 20 years.	25 days

Section 2.

Where in any calendar year the vacation, or any part thereof, is not granted by reason of the pressure of municipal business, it shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1.

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application, or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally.

Section 2.

Complaints may be initiated by any individual employee

to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3.

When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1. The aggrieved employee, the President of the Association, or his or her duly authorized representative shall present and discuss the grievance or grievances orally with the immediate supervisor, who shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1., or if no answer has been received within the time set forth in Step 1., the Association or the employee shall present the grievance within five (5) working days in writing to the employee's Department Head. This presentation shall set forth the position of the Association, or employee, and at the request of either party, discussions may ensue. The Department Head shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2., or if no answer has been received by the Association within the time set forth in Step 2., within seven (7) working days of the receipt of the written response in Step 2., or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4. If the grievance has not been settled by the parties at Step 3., or if no answer in writing by the Administrator has been received by the Association within the time provided in Step 3., the Association may, within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the employee or Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought and the Administrator's response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing. Said decision shall be conclusive and binding on the parties.

Section 4.

In the event an appeal is not timely filed in writing pursuant to Steps 2., 3., or 4. of Section 3, the decision at the prior Step shall be final and the matter shall be considered closed.

Section 5.

In the event the law of the State of New Jersey is amended or supplemented so as to make grievances which are not satisfactorily resolved under Steps 1. through 4. of Section 3 subject to mandatory, binding arbitration, the parties agree to be bound by such law notwithstanding the conclusive nature of Step 4 decisions set forth herein.

ARTICLE X

TERMINAL LEAVE

Section 1.

All employees who have served in the Borough for twenty-five (25) years or more shall be entitled at retirement to terminal leave with pay in accord with the following schedule:

25 through 29 years. . . . .	.5 months
30 through 34 years. . . . .	.6 months
35 through 39 years. . . . .	.7 months
40 years or more . . . . .	.8 months

Section 2.

Said terminal leave shall be exclusive of compensation for any vacation time to which the employee may be entitled at retirement.

Section 3.

Notwithstanding the foregoing, if legislation is adopted

by the State of New Jersey expressly permitting municipalities to pay retiring employees for all or a portion of accumulated sick leave, the parties shall renegotiate this provision so that either a terminal leave payment policy or an accumulated sick leave payment policy is adopted.

ARTICLE XI

WORK INCURRED INJURY

Section 1.

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough; in the alternative, the Borough may pay such employee the difference between his full pay and the temporary disability, Worker's Compensation check and it shall be deemed to be sick pay, but not chargeable to sick leave time, provided that in no event shall the employee receive less than his full pay as though he had not been injured (but without any overtime the employee might ordinarily receive).

Notwithstanding the aforesaid, pension and retirement fund payments paid by the Borough shall continue to be computed and paid as though the employee were receiving full pay.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1.

All permanent full-time employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the State with the consent of his superior or his designated representative.

Section 2.

(a) Immediate family shall include spouse, children, parents, brothers and sisters of an employee or of the employee's spouse.

(b) In the event of the death of uncles, aunts or grandparents of an employee or his spouse, the employee shall be entitled to one day's leave with pay, without regard to geography.

Section 3.

Such funeral leave shall not be charged against the employee's vacation or sick leave.

Section 4.

Any extension of absence under this Article, however, may be had at the employee's option and with the consent of the Department Head, and may be charged against available vacation time or be taken without pay for a reasonable period.

Section 5.

In the event of the demise of any employee, the Borough will grant funeral leave to four (4) co-employees of the deceased, to be chosen by the employees, with the reasonable approval of the Department Head as to personnel, for purposes of their attending such deceased employee's funeral service and burial.

Section 6.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the employee's superior, the Borough's decision in this regard shall not be grievable.

ARTICLE XIII

SICK LEAVE

Section 1. - Service Credit for Sick Leave

(a) All permanent employees, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill, but such sick leave shall not include any extended period where the employee serves as

nurse or housekeeper during this period of illness. -

Section 2. - Amount of Sick Leave

(a) Sick Leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established by regulation.

Section 3. - Procedure

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

Section 4. - Verification of Sick Leave

An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any addi-

tional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months. The appointing authority 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 case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 5. - Accumulation

If any employee does not use all of his allowable sick leave during any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used. No employee who may be disabled either through injury

or illness as a result of, or arising from his or her employment, shall be required to utilize during such period of disability his or her accumulated sick leave.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XVI

EXTRA CONTRACT AGREEMENTS

Section 1.

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

Section 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1977. In the event no new or substitute Agreement is entered into on or before December 31, 1977, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

William H. Buckmiller
WILLIAM H. BUCKMILLER,
Borough Clerk

ATTEST:

BOROUGH OF BERGENFIELD

BY: James F. Lodato
JAMES F. LODATO, Mayor

COUNCIL NO. 5, N.J.C.S.A.
BERGENFIELD CHAPTER

BY: James F. Lodato
James F. Lodato

SCHEDULE "A"

JOB TITLES

Clerk Typist

Senior Clerk Typist

Municipal Court Clerk

Violations Clerk

Bookkeeping Machine Operator

Senior Bookkeeping Machine Operator

Senior Assessing Clerk-Typist

Building Inspector

• Principal Clerk Stenographer

All other titles which may be created which are commonly designated as "white collar" titles in the offices of the Administrator, Borough Clerk, Tax Assessor, Tax Collector, Treasurer, Building Inspector.

SCHEDULE B

SALARIES

	<u>EFFECTIVE</u> <u>1/1/76</u>	<u>EFFECTIVE</u> <u>1/1/77</u>
1. Clerk Typist (Kaufman)	\$ 6,510.00	\$ 6,966.00
2. Bookkeeping Machine Operator (Connolly)	6,608.00	7,071.00
3. Senior Bookkeeping Machine Operator (Mergenthal)	7,291.00	7,801.00
4. Senior Assessing Clerk Typist (Wright)	7,291.00	7,801.00
5. Senior Clerk Typists (a) Collector - Treasurer's Office (Baell) (b) Collector - Treasurer's Office (Stephanik) (c) Administrative & Executive Office (Kennedy)	7,291.00 7,291.00 10,299.00	7,801.00 7,801.00 11,021.00
6. Principal Clerk Stenographer (Vechlone)	8,190.00	8,763.00
7. Municipal Court Clerk (Gelger)	9,677.00	10,354.00
8. Building Inspector (Perrotta)	15,750.00	16,853.00
9. Violations Clerks (a) Horsman (b) Frederick	2.47/hr.	2.64/hr.

\$2.47/hr. through 5/30/76; effective 6/1/76, when employee became full time, through 12/31/76 ~~\$3.47/hr.~~ effective ~~1/1/77~~ ~~\$3.73/hr.~~ effective ~~1/1/77~~ ~~\$6.00/hr.~~ effective ~~1/1/77~~ ~~\$6.4205~~ from 6/1/77 through 12/31/77 - \$6717. ^{AV}

As to Baell and Stephanik, both of whom are now classified as Senior Clerk Typists, the Borough agrees that immediately upon the execution of this Agreement, it will request the Civil Service Commission to conduct a desk audit covering the duties actually being performed by these two employees and to recommend appropriate titles and salary range. Upon receipt of such recommendations, the Borough and the Association forthwith will enter into negotiations for the purpose of fixing salaries

SCHEDULE B - cont'd.

For these employees for 1976 and 1977 and an appropriate step system. In no event shall the salaries be lower than those set forth for these employees above, nor shall the step system be lower than that set forth below.

All employees hired subsequent to 1/1/76, but prior to the date of this Agreement, shall receive the salaries set forth above as of the date of their hire.

~~In addition, for all employees who have not reached the maximum salaries set forth below and for all employees hired on or after 1/1/76, the following step system shall be applicable:~~

STEP SYSTEM

	STEP 1 (MIN.)		STEP 2 (after 1 yr. employment)		STEP 3 (after 2 years employment)	
	1976	1977	1976	1977	1976	1977
1. Clerk Typist	6,090.	6,516.	6,463.	6,915.	6,836.	7,315.
2. Bookkeeping Machine Operator	6,090.	6,516.	6,691.	7,159.	7,291.	7,801.
3. Sr. Bookkeeping Machine Operator	6,405.	6,853.	7,006.	7,496.	7,606.	8,138.
4. Sr. Assessing Clerk Typist	6,405.	6,853.	7,006.	7,496.	7,606.	8,138.
5. Sr. Clerk Typist (Kennedy only)	8,201.	8,775.	9,251.	9,899.	10,301.	11,022.
6. Prin. Clerk Steno	7,140.	7,640.	7,665.	8,202.	8,190.	8,763.
7. Municipal Ct. Clerk	7,875.	8,426.	8,776.	9,390.	9,677.	10,354.
8. Building Inspector	10,500.	11,235.	13,125.	14,044.	15,750.	16,853.
9. Violations Clerk (Full time)						

3.47/hr.

2.47/hr.

3.71/hr

2.64/hr