

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

Between

WARREN COUNCIL # 17

and

BOROUGH OF WASHINGTON

Road, Sewer + Building Maintenance  
Departments

LIBRARY  
Institute of Management and  
Labor Relations

1977

RUTGERS UNIVERSITY

Dated: January 1, 1976

Jan. 1, 1976 - Dec. 31, 1978

## AGREEMENT

### Preamble

THIS AGREEMENT, made and entered into in Washington, New Jersey this 1st day of January, 19 76 between the Borough of Washington, in the County of Warren, New Jersey, hereinafter referred to as the "Borough" or "Employer" and Warren Council #17 hereinafter referred to as "Employees".

### WITNESSETH

WHEREAS, the Borough and Warren Council #17 recognize and declare that providing quality maintenance and repair of Borough streets and property is their mutual aim; and

WHEREAS, Warren Council #17 represents the employees, listed in Appendix A, of the Road, Sewer and Building Maintenance Departments of the Borough, with the ~~exception of supervisors and superintendants~~; and

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended, to negotiate with Warren Council #17 as the representative of the "Employees" listed in Appendix A and hereby designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I: LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution and Administrative Code upon any Borough officials, or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the Borough and all officials thereof to observe the terms herein contained, to the extent that such terms comport with the rights, duties and obligations conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any employee covered by this Agreement, such rights as he may have under any other applicable Laws and Regulations. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere by Statute.

If any provisions of this Agreement or any application of this Agreement is held to be contrary to Law, then such provisions or applications shall not be deemed valid except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall at all times be subject and subordinate to applicable provisions of Law, both Federal, State and local to the extent where necessary the Borough Council will consider appropriate resolutions and ordinances to carry out the terms of this Agreement.

#### ARTICLE II: RECOGNITION

The Borough hereby recognizes Warren Council #17 as the sole and exclusive representative of all employees listed in Appendix A for the purpose of collective negotiations with respect to terms and conditions of employment.

#### ARTICLE III: EMPLOYEE RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support Warren Council #17 and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended or other Laws of New Jersey or the Constitution of New Jersey and the United States. The Borough shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in Warren Council #17, his participation in any activities of Warren Council #17 and in the pursuit of collective negotiations with the Borough. The Borough shall not discriminate against any employee because of the filing of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

2. One elected representative of Warren Council #17 shall be permitted time off to attend negotiating sessions and/or grievance sessions, provided the efficiency of the department is not affected thereby. Such time off shall be at the regular straight time rate of pay.

3. An employee shall have the right to inspect his personnel file by giving seven (7) days notice and at a time established by the department head; such right shall be limited to only when charges involve disciplinary proceedings.

#### ARTICLE IV: MANAGEMENT RIGHTS

Section 1. It is recognized that the management of the Borough, the control of its properties and the maintenance of order and efficiency, is solely the right of the Borough.

ARTICLE IV: Section 1 Cont'd

Accordingly, the Borough retains the right including, but in no way limited to:

- (a) determine the number of employees in the Unit;
- (b) select and direct the working forces, including the right to hire, the hours of work, suspend, discharge, assign, promote or transfer;
- (c) determine the amount of overtime to be worked;
- (d) to relieve employees from duty because of lack of work or other legitimate reasons;
- (e) decide upon the number and location of its facilities, stations, etc...;
- (f) determine the work performed within the Unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules, work, together with the selection, procurement, designing, engineering and the control of equipment or materials;
- (g) purchase services of others by contract or otherwise;
- (h) to make reasonable and binding rules and regulations not inconsistent with applicable Law.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only to the extent that such terms are inconsistent with any applicable Federal, State and Local Laws.

Section 3. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.

ARTICLE V: VACATION AND HOLIDAYS

Section 1: Vacations

Effective January 1, 1976 employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1. Employees who have not completed one year of service on or before the first day of January of any year shall be entitled to one (1) working day of vacation for each full month of continuous service rendered from the date of his appointment. Employees who have completed one (1) year of service on or before the 31st day of December of any year shall be granted twelve (12) working days vacation. Employees who have completed ten (10) years of service on or before the 31st day of December of any year shall be granted fifteen (15) working days vacation commencing in the eleventh (11th) year. Employees who have completed twenty (20) years of service on the 31st day of December of any year shall be granted twenty (20) working days vacation commencing in the twenty-first (21st) year.

2. The vacation period shall be the calendar year, from the first day of January to the thirty-first day of December. Vacations shall be scheduled by the department head giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

3. Vacation time may accrue up to twenty-four (24) days in two (2) years with the prior permission of the Borough Manager. All vacation time not used at the end of the two (2) years shall be lost. The schedule of vacations shall be at the sole discretion of the department head.

4. Any employees of the Borough covered by this Agreement who are entitled to vacation leave at the time of retirement shall receive their earned vacation which has not been taken effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death his widow or estate shall receive the earned vacation pay on the same basis as an employee retiring.

#### 5. Pay During Vacations

All vacations shall be granted at the annual salary rates of the employee's base salary scale.

#### 6. Rescheduled Vacations

All employees shall take their vacation at the scheduled time. However, a different period of time for vacation may be taken if mutually acceptable to the employee and the department head.

### Section 2: Holidays

1. The following holidays shall be observed without loss of pay during the term of this Agreement:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Election Day  
Veterans Day  
Thanksgiving Day, Including Friday After  
Christmas Day

Employees shall be eligible for holiday pay provided that he or she shall have served his probationary period and is on the job and available for work his last full scheduled work day before the holidays and the first full scheduled work day after the holiday even though in different work weeks, except in cases of proven illness or injury.

2. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday if it is generally observed as such in the community, and if holiday falls on Saturday, the Friday preceding the Saturday shall be declared a holiday in lieu thereof.

3. If one of the above holidays falls within an employee's vacation period, the employee shall receive an additional day of vacation, which may be taken on the day immediately after the employee's vacation is scheduled to expire.

4. It is agreed that during the calendar years of 1976, 1977, and 1978 the number of holidays shall be increased to twelve paid holidays.

## ARTICE VI: LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

### Section 1 - Leave of Absence

#### (a) Military Leave

1. Any regular employee who is called into active service, or who volunteers for service, in the Armed Services of the United States shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed the term of enlistment. Upon the termination of such service he will be re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment, provided however, that he has not been dishonorably discharged, his job or comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety days after discharge.

2. Any full time employee required to be absent from work because of Annual Active Duty Training shall receive his full rate of pay. Such pay shall be received for no more than two weeks.

3. Full time temporary or provisional employees shall be granted a leave without pay.

#### (b) Funeral Leave

A regular full time employee who is excused from work because of death of his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral.

Not more than eight (8) hours per day of twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is as defined in Article X(1)(e).

(c) Sick Leave

Sick Leave means the absence of an employee because of illness, exposure to contagious disease, attendance upon a member of his immediate family seriously ill and requiring the care and attendance of such employee.

Sick Leave shall accrue to full time employees on the basis of one working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified not later than the commencement of the schedule shift of the day to be taken. Failure to notify his superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

On the third day the physician shall indicate when the employee may be expected to return to work and the physician shall be mutually acceptable to both the Borough and the employee.

1. 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 additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months.

2. 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 a physician acceptable to the Borough shall be required.

In case of death in the immediate family, reasonable proof 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 be examined by a Medical doctor designated by the Borough. Such examination shall only establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees. The initial examination shall be paid by the Borough.

Absence without notice for five (5) consecutive days shall constitute a resignation. Sick leave is not to be used to extend vacation time.

All benefits of every kind, including salary, sick benefits, insurance, etc. are lost if the employee engages in other gainful employment while on sick leave. However, if the employee is receiving sick leave because of a disease, as opposed to an injury, he shall be permitted to engage in other gainful employment with the approval of the Borough Manager, so long as such employment does not jeopardize the employee's return to health. However, if an employee lawfully performing other gainful employment while on sick leave is otherwise injured in the course of such employment, then all pay and other benefits otherwise due the employee shall be lost until the employee returns to active duty.

(d) Leave Without Pay

The Borough Manager, on the request of an employee and after reasonable notice may grant a six-month leave of absence without pay to said employee. Said leave may only be granted when the Department Head and Borough Manager receives a written request signed by the employee. The Manager may extend such leave for an additional six months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said employee overstays such leave, his employment with the Borough shall be deemed to have terminated.

ARTICLE VII: OTHER BENEFITS

Section 1 - Legal Expenses

If an Officer is charged with a violation of the law as a result of acts committed by him in the course of performing his duties the Borough shall select an attorney to provide legal service to defend him. If the employee is unsatisfied he will be allowed to retain, at his own expense, private counsel. However, the Borough shall reimburse the employee an amount which the Borough Attorney decides is equal to the fee he would have charged in reasonably disposing of the matter.

Section 2 - Medical Expenses and School

(a) Influenza Inoculation. The Borough will provide, at its expense, influenza inoculations for all employees covered by this Agreement.

Section 3 - Reimbursement for Expenses

(a) Rates

Mileage shall be paid for at the rate of \$ .15 per mile, if the Department Head of the Department determines such transportation necessary and does not provide transportation. Such mileage shall be computed from the Borough's municipal building and returning same.



(b) Clothing

1. Each employee shall receive the uniforms as required by the Department Head and said uniforms shall be maintained by the Borough to the amount allotted in the Budget.

2. If an employee has part of his uniform destroyed in the line of duty, the Borough shall replace it upon the approval of the Department Head.

ARTICLE VIII: HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

(a) Tours of Duty. Employees shall work five days in eight hour per day tours for forty hours a week. It is understood that nothing in this Agreement shall constitute a guarantee that the Borough shall provide any specific number of hours of work for any employee or employees.

(b) Work Schedule. Employees shall work in accordance with schedules posted on a monthly basis by the Department Head.

Section 2 - Overtime

(a) When Overtime Occurs. Overtime shall be paid to any employee when he is required by the Department Head to work in excess of a completed eight hour tour, or on a regularly scheduled day off. Employees shall be paid compensation at the rate of 1½ times their regular hourly rate, when the hours worked in a regularly scheduled work week exceed forty (40) hours.

(b) Minimum Overtime. Except as hereinbefore provided, whenever an employee is called to perform overtime duty when he is already off duty and has left the premises, he shall be paid for a minimum of two hours overtime.

ARTICLE IX: COMPENSATION

Section 1 - Rates of Pay

The Borough will pay each employee on a bi-weekly basis, each salary check will represent payment for the hours worked in the preceding work period, including overtime worked, if any.

Section 2 - Overtime Pay

(a) Rate. Overtime shall be paid to all employees based on their regularly hourly rate x 1½. Employees on salary shall have their overtime rate determined by dividing the annual salary by 2,080 hours x 1½. Overtime shall be paid after completion of forty (40) hours of work in the work week.

Section 3 - Base Rates

Base rates (for the purpose of this Agreement) shall be as follows:

Sewer Plant Operator	\$ 11,000	-	12,320.00	Yr.
Laborer	3.90	-	4.15	Hr.
Truck Driver	3.87	-	4.46	Hr.
Bldg. Maintenance Worker	3.90	-	4.38	Hr.

Section 4 - Terms of Wage Reopening Clause

It is agreed that the base rates, outlined in Section 3, shall be increased by five percent (5%) in 1977 over 1976. And, by another five percent (5%) in the year 1978 over 1977. However, it is further agreed that if, during the term of this Agreement, the State of New Jersey's Legislative mandate of a five percent (5%) cap on spending is either removed or increased, then the Borough of Washington and Warren Council #17 shall commence negotiations as soon as practicable for the remaining year(s) of this Agreement.

Section 5 - Safety Shoes

The Borough agrees to supply one (1) pair of work shoes with a safety toe each year to the employees covered by this Agreement.

Section 6 - Meals for Overtime Work

The Borough Agrees to pay up to five dollars (\$5.00) for meals when employees are called to work overtime for more than four (4) hours.

Section 7 - Term of Agreement

It is agreed that this contract will remain in effect for a period of three (3) years commencing on January 1, 1976 to December 31, 1978.

ARTICLE X: MISCELLANEOUS

Section 1 - Definitions

(a) Full Time Employees. Full time employees covered by this Agreement are all regular full time employees employed in the Borough as outlined in Appendix "A".

(b) Appropriate Unit. The appropriate units is defined only as full time employees of the Road, Sewer and Building Maintenance Departments.

(c) Accredited Representatives. The accredited representatives of its employees in said unit is Warren Council #17.

ARTICLE X: MISCELLANEOUS (Cont'd)

(d) Employees. Wherever the term employees appears herein, it shall be defined as a full time employee of the Road, Sewer and Building Maintenance Departments excluding supervisors.

(e) Members of the Immediate Family. Members of the immediate family are defined as the employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child. The employee shall furnish proof of same satisfactory to the Borough Manager.

(f) Creditable Service. Any person employed in the capacity of full time employee, shall, for the purpose of determining salary benefits or compensation, including vacations, be considered to have been appointed as of the date of hiring.

(g) Steward. That representative of the Warren Council #17 selected annually by the Warren Council #17 membership who is authorized to appear on behalf of the Warren Council #17. The Warren Council #17 shall, before January 15 of each year, advise the Borough of the selection of a representative.

## Section 2 - Job Actions.

Warren Council #17 agrees that during the life of this Agreement it will not authorize, sanction, condone, direct or participate, in, nor will it advise, direct, counsel, aid, or abet, or assist any employee in, any job action against the Borough. For purposes of this Section 'job action' shall be defined as any strike, boycott, slowdown, sick-in, sick-out, or similar action.

## Section 3 - General.

The parties hereto mutually acknowledge and agree that this Agreement embodies the entire agreement and understanding between the parties on all issues which were or could have been the subject of bargaining, and that there exists no separate or side agreements between the parties which alter the terms hereof or which are in addition to the terms hereof.

## ARTICLE XI: Grievance Procedure and Arbitration

In the event that any difference of dispute should arise between the Borough and the Warren Council #17, or its members employed by the Borough, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the written grievance is filed within two (2) working days of its occurrence or employee knowledge thereof, a meeting shall be held during normal working hours of the Borough.

(1) Between the aggrieved employee, with or without the steward, and the Department Head. If no satisfactory agreement is reached within two (2) working days, then a meeting shall be held.

(2) Between the aggrieved employee and the Borough Manager or his designated representative and if no agreement satisfactory to both sides has been reached within fifteen (15) working days then a meeting shall be held.

(3) Between the aggrieved employee and the Borough Manager and Council in conference with a Warren Council #17 representative.

(4) Should the aggrieved person be dissatisfied with the decision in Step 3, such person may within five (5) days request arbitration. The arbitrator shall be chosen in accordance with the rules for the American Arbitration Association. However, no arbitration hearing shall be scheduled sooner than twenty (20) days after the decision in Step 3. In the event the employee elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the American Arbitration Association and the Warren Council #17 will pay whatever costs may have been incurred in processing the case to the American Arbitration Association.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively. The arbitrators shall be required to render any decisions of the Department of Civil Service and/or the Public Employees Relations Commission.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

If written grievance is filed personally a receipt must be given to be valid. If, a grievance is filed by mail, it must be mailed to the Borough Manager, 100 Belvidere Avenue, Washington, New Jersey, 07882 with the postmark and signed receipt within the above stated time limits.

It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following:

(1) the elements of a job assignment, (ii) the level, title or other designation of any employees job classification, (iii) the right of management to assign or reassign work (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactory completed the designated probationary period.

#### Section 2 - Compensation and Expense for Impartial Hearing

(a) The reasonable compensation and expenses, if any, of a Referee shall be borne equally by the Borough and the Warren Council #17 and compensation and expenses of each designee of a party shall be borne by the designating party.

(b) In the event the Warren Council #17 requires the attendance of witnesses at said hearing, the Borough agrees to release the witnesses as requested without pay to act as witnesses. The Warren Council #17 if it wishes, may reimburse employees for their lost time.

#### Section 3 - Computation of Time, Changes and Conditions of This Agreement.

(a) Whenever any act is required under this Article to be done or performed within a specified period of time, if the final day of compliance time period is a Saturday, Sunday or a holiday

in which an action must be taken, the time will be extended to include next regularly scheduled work day.

(b) Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

(c) The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by Ordinance. This Agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations.

#### ARTICLE XII - JOINT WARREN COUNCIL #17 - MANAGEMENT COMMITTEE

A committee consisting of representatives of the Borough and the Warren Council #17 shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet on the first working day of each month at 10:00 A.M. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the Warren Council #17 on such matters as:

#### ARTICLE XIII - TERM OF AGREEMENT

This Agreement shall remain fully operative for a period of three (3) years, commencing January 1, 1976, and continuing until December 31, 1978.

APPENDIX A

Dale Bamford

Howard Bulmer

Donald Burd

Robert Glosser

Charles Roberts

Richard Rush

Bert Dilts

WARREN COUNCIL #17

Donald L. Burd

Donald L. Burd

Dale Bamford

Dale Bamford

Doris Young

Doris Young, Secretary

BOROUGH COUNCIL

Eugene E. Croff, M.D. Mayor

George Pearson Deputy Mayor

Stanley B. Brewster

Edward Strodt

George E. Thompson

Joseph W. Mc

Charles E. Wright

BOROUGH MANAGER

Adam E. Sadowski

Adam E. Sadowski