

3-0451

Contract no. 330

02-67

A G R E E M E N T

BETWEEN

THE BOROUGH OF NORTH ARLINGTON

AND

**NJELU LOCAL NO. 1/SEIU LOCAL NO. 1988
BARGAINING AGENT FOR THE BLUE COLLAR EMPLOYEES**

JANUARY 1, 1989 through December 31, 1991

BOROUGH COUNSEL

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I N D E X

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	EMPLOYEE RIGHTS	4
IV	DISCRIMINATION AND COERCION	5
V	GRIEVANCE PROCEDURE	6
VI	SALARIES & WAGES	8
VII	LONGEVITY PAY	10
VIII	INSURANCE BENEFITS	11
IX	SICK LEAVE	13
X	PERSONAL DAYS	15
XI	LEAVE OF ABSENCE	16
XII	BEREAVEMENT LEAVE	17
XIII	RETIREMENT BENEFITS	18
XIV	HOLIDAYS	19
XV	VACATIONS	20
XVI	WORK SCHEDULE	21
XVII	OVERTIME COMPENSATION	22
XVIII	SENIORITY	25
XIX	UNION BUSINESS	26

XX	BULLETIN BOARDS	27
XXI	PAYROLL DEDUCTIONS	28
XXII	NON-INTERRUPTION OF WORK	29
XXIII	MAINTENANCE OF BENEFITS	30
XXIV	COLLECTIVE NEGOTIATING PROCEDURES	31
XXV	SEPARABILITY	32
XXVI	WORK UNIFORMS	33
XXVII	TERM	34

PREAMBLE

This Agreement entered into this _____ day of _____, 1989,
by and between the Borough of North Arlington, in the County of
Bergen, State of New Jersey, hereinafter referred to as the
"Borough", and NJELU Local No. 1/SEIU Local 1988, hereinafter
referred to as the "Union".

WHEREAS, the parties have carried on collective Bargaining
for the purpose of developing a contract covering wages, hours of
work and all other conditions of employment for the blue collar unit
of the Borough.

NOW THEREFORE, the parties agree to terms as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of the employees employed by the Borough and all employees working under such additional or different titles generally considered to be blue collar in nature which may be added during the term of this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Borough or prevent it from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by law, or by any agency with regulatory powers or with authority to license or accredit municipal facilities or their personnel.

ARTICLE III
EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey Statutes or any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal Law.

C. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE V
GRIEVANCE PROCEDURE

Any grievance relating to the terms or conditions of employment for employees covered by this Agreement shall be handled in the following:

Step One:

The aggrieved employee or his/her representative shall present to his/her department head in writing an account of the grievance and a demand for relief. The written account shall be sent to the department head within ten (10) days of the date of the grievance arises. The department head shall deliver his/her response in duplicate to the employee and the shop steward.

Step Two:

In the event the employee or the Union is not satisfied with the response of the department head, or if no response has been made and all extensions have been expired the grievance may be appealed to the Borough Administrator within ten (10) days from the receipt of the department head's response, or lack of response, copies of the initial grievance, the department head's response (if available) and any additional statements which the employee or the Union desire to make. Within ten (10) days of his receipt of the appeal, the Borough Administrator shall deliver a written response in duplicate to the employee and to the shop steward.

Step Three:

In the event the employee or the Union is not satisfied with the response of the Borough Administrator, the employee or the Union shall have the right to file an appeal and to have the grievance resolved by submission to final and binding arbitration. Notice of said appeal shall be sent to the Borough within ten (10) days of the receipt of the Borough Administrator's response. The appointment of an arbitrator shall be requested through the Public Employment Relations Commission. The arbitrator shall have the authority to hear the grievance to decide the matter finally. The arbitrator's decision shall neither modify, add to nor subtract from the term of this Agreement. The decision of the arbitrator shall be rendered within thirty (30) days after the completion of a hearing. The cost of the arbitrator and his expenses will be borne equally by both parties, unless otherwise provided by law.

ARTICLE VI

SALARIES AND WAGES

1. The following wage increases shall be paid to all employees covered by this Agreement:

~~A.(1) Effective January 1, 1989, a six (6%) percent increase in base annual salary.~~

(2) Effective July 1, 1989, a two (2%) percent increase in base annual salary.

~~B.(1) Effective January 1, 1990, a six (6%) percent increase in base annual salary.~~

(2) Effective July 1, 1990, a two (2%) percent increase in base annual salary.

~~C.(1) Effective January 1, 1991, a seven (7%) percent increase in base annual salary.~~

~~(2) Effective July 1, 1991, a two (2%) percent increase in base annual salary.~~

D. For all employees in the title of Laborer who are within the annual increment wage scale, the salary schedule shall be as follows:

<u>LABORER</u>	<u>1/1/89</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>7/1/91</u>
Start of 4th year (Max)	23,320	23,786	25,214	25,718	27,518	28,068
Start of 3d year	21,200	21,624	22,921	23,380	25,016	25,517
Start of 2d year	19,080	19,462	20,629	21,042	22,515	22,965
Date of Hire	16,960	17,299	18,337	18,704	20,013	20,413

2. Members of the bargaining unit not in the incremental wage scale in Section 1D above, who have not attained their maximum salary range shall receive an increment of Three Hundred (\$300.00) Dollars to the base annual salary every six (6) months from the date of permanent appointment until the maximum salary set forth for their title has been attained. The last of said increments shall be the lesser of Three Hundred (\$300.00) Dollars or an amount necessary to attain the maximum salary.

3. All paychecks shall be issued and distributed every Thursday. In the event holiday is recognized under this Agreement on a Thursday, paychecks shall be distributed the preceding Wednesday.

ARTICLE VII

LONGEVITY

All employees shall be paid longevity payments in addition to their base annual salary to be calculated from the date of hire as follows:

Three years of service	1% of base salary
Six years of service	2% of base salary
Nine years of service	3% of base salary
Twelve years of service	4% of base salary
Fifteen years of service	5% of base salary
Eighteen years of service	6% of base salary
Twenty-one years of service	7% of base salary
Twenty-four years of service	8% of base salary
Twenty-seven years of service	9% of base salary
Thirty years or more of service	10% of base salary

ARTICLE VIII
INSURANCE BENEFITS

1. The Borough shall pay the premiums for insurance coverage of all employees under the New Jersey State Health benefits Program. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection.

2. Effective January 1, 1989, the Borough shall enroll and maintain all employees within the Temporary Disability Benefits Program provided to the Police Department, at no cost to the employee. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection.

3. The Borough shall offer to all employees enrollment in the New Jersey Dental Plan, which plan is presently in effect at the Borough as of the date of this Agreement. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection. The Borough shall pay the full premiums for said dental coverage for employees who elect to participate.

4. The Borough shall provide life insurance for individual employees covered by this Agreement with a death benefit of not less than Twenty Thousand (\$20,000.00) Dollars per employee.

5. The Borough agrees to provide liability insurance coverage

~~in an adequate~~ sum to cover employees while engaged in the performance of their duties.

6. The Borough shall enroll all employees in a prescription drug insurance plan. All premiums for said insurance shall be paid by the Borough. There shall be a deductible of no more than Three (\$3.00) Dollars on each eligible prescription.

ARTICLE IX

SICK LEAVE

Section 1. Every employee shall accumulate 1 day per month sick leave during the first year of employment and thereafter 15 days per year. For the purposes of this paragraph only, the within contract year shall be December 1st of each year to November 30th of the following year.

Section 2. In the event the employee does not utilize any or a portion of his/her sick leave, said employee shall be reimbursed on the following schedule:

<u>ACCUMULATED DAYS</u>	<u>PERCENTAGE OF COMPENSATION</u>
14 - 15	100%
10 - 13	60%
5 - 9	40%
1 - 4	20%

Section 3. It is further agreed that payment for unused sick leave shall be made no later than the pay day prior to Christmas Day of each year. It is expressly understood that an employee must work the entire 12 month period from December 1 through November 30 to be eligible for the benefit.

Section 4. All sick leave accumulated prior to January 1, 1987, shall not be subject to the payment program established in Section 3 herein.

Section 5. Effective January 1, 1989, each employee may

accumulate up to five (5) unused sick days per year, not to exceed a maximum of thirty (30) days. Payment each year for the balance of unused sick leave days shall be compensated in accordance with section 2 herein.

Example: In 1989, employee uses two (2) sick days, leaving thirteen (13) days.

Employees may place up to five (5) in the accumulated leave bank and be paid 40% for the remaining eight (8) days; or

Employee may be paid 60% for all thirteen (13) remaining sick days.

ARTICLE X

PERSONAL DAYS

Each employee may be absent without loss of pay for a maximum of three (3) days per year for personal reasons. Such leave shall be granted upon reasonable notice to and approval of the department head. The department head's approval shall not be unreasonably withheld. Personal days under this Article shall not accumulate from year to year.

ARTICLE XI
LEAVE OF ABSENCE

The Borough may grant on thirty (30) days' written notice the request of an employee to take a leave of absence without pay not to exceed six (6) months. The Borough may waive the notice requirement.

The Borough may extend such leave for a period not to exceed an additional six (6) months with the consent of the Department of Civil Service. In the event the employee extends his or her granted leave without the approval of the Borough, his or her employment may be terminated.

ARTICLE XII

BEREAVEMENT LEAVE

Employee shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family includes mother, father, sisters, brothers of the employee, children, mother-in-law, father-in-law, brother-in-law and sister-in-law, or persons so designated as legal guardians or anyone regularly residing in the household. An employee shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse.

ARTICLE XIII

RETIREMENT BENEFITS

1. The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the Public Employment Relations Statutes of the State of New Jersey.

2. The Borough shall provide and pay the premium for the insurance coverage set forth in Article VIII, Paragraph 1 herein to all employees who retire after ten (10) years of Borough employment. Said insurance coverage is to be terminated upon the employee's obtaining other substitute policy or upon the expiration of five (5) years subsequent to retirement, whichever comes first.

3. The Borough shall provide and pay for a life insurance policy with a death benefit of no less than Ten Thousand (\$10,000.00) Dollars to all employees who retire after ten (10) years of Borough employment.

ARTICLE XIV

HOLIDAYS

1. All employees shall receive the regular base of pay for one (1) full day without being required to work for each of the following recognized Holidays:

New Year's Day	Independence Day
Martin Luther King, Jr's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Election Day	Day after Thanksgiving
Memorial Day	Christmas Day

2. If the event a holiday falls on a Saturday, it shall be observed by the Borough on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed by the Borough on the following Monday.

3. In addition to the recognized holidays set forth in Paragraph 1 above, the Borough shall observe all additional holidays declared by the President of the United States, the Governor of New Jersey or the Mayor & Council of the Borough of North Arlington.

4. If any of the above named holidays fall within an employee's scheduled vacation, the employee shall be entitled to such holiday(s) at anytime during the calendar year.

ARTICLE XV

VACATIONS

1. Employees shall be entitled to paid vacations based upon the following schedule determined by length of service:

0 — 1 year	1 day for each full month of service
1 - 10 years	17 days
10 - 15 years	18 days
15 - 20 years	20 days
20 - 25 years	25 days
25 years or more	30 days

2. Vacation allowance must be taken during the current calendar year at such time as approved by the Borough.

ARTICLE XVI

WORK SCHEDULE

1. Hours of work for all employees shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday, inclusive. All employees shall be allowed one (1) hour leave for lunch and two (2) fifteen minute coffee breaks, one to be taken in the morning not before 9:30 A.M. and one in the afternoon not before 2:30 P.M.

2. It is agreed by both parties that the hours of work for the employees covered under this Agreement cannot be changed without notice to and negotiation with the Union.

ARTICLE XVII
OVERTIME COMPENSATION

1. Overtime work shall be defined as all work performed in excess of the standard seven (7) hours work day inclusive of coffee breaks, exclusive of lunch. Compensation for overtime work shall be computed as follows:

A. For hours worked in excess of seven (7) hours in any one day, the employee shall be paid for the number of hours worked at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

B. For hours worked in excess of thirty five (35) hours in any one week, inclusive of credit for holiday leave, the employee shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

C. For hours worked on a Saturday, the employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate.

D. For hours worked on a Sunday, the Employee shall be paid at the rate of two (2) times the regular straight time rate.

E. For hours worked in excess of eleven (11) hours in any one day, the employee shall be paid at the rate of two (2) times the regular straight time rate.

F. For hours worked on a holiday recognized under this Agreement, the Employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate, exclusive of holiday pay

declared under Article XIV of this Agreement.

In no event shall an employee be compensated for overtime work under more than one of the formulas set forth above.

2. In the event an employee not on duty is called into work for an emergency either after the completion of a regularly scheduled work day or prior to the commencement thereof, he/she shall receive the greater of the payment of Forty (\$40.00) Dollars or a minimum of two (2) hours pay at the applicable overtime compensation required under Paragraph 1 above. Effective January 1, 1991, the minimum payment shall be increased to Forty-Five (\$45.00) or two (2) hours pay at the overtime rate, whichever is greater. Such payment shall be made regardless of time actually worked by the employee as a result of being called in to work.

3. Overtime work for emergency assignments are recognized by both parties as necessary and required for the health, safety and welfare of the inhabitants of the Borough. Emergency assignments shall not be refused.

4. The Borough shall pay overtime compensation twice a month except during the months of July and August when overtime shall be paid one a month.

5. When overtime work is required in the street department, the work shall be first offered to employees within the street department and then offered to employees of the water department.

6. When overtime work is required in the water department, the work shall be first offered to employees within the water department

and then offered to employees in the street department.

7. Overtime work within a department shall be distributed as to provide for equal or nearly equal opportunity for all employees in the department to work overtime.

8. Overtime work shall be offered first to the most senior person in the title and then to the next senior person in the title and so on until a suitable number of employees have accepted the assignment. Subsequent overtime assignments shall proceed through the seniority roster beginning with the person who would have been next offered the previous assignment. After the seniority roster has been exhausted for the title, overtime work shall be next offered to persons without the title who had the least senior overtime hours worked for the calendar year; it shall then be offered to persons without the title on the basis of least amount of overtime hours worked. The department head shall post overtime hours worked in a calendar year for each individual employee at intervals of no less frequently than one (1) per month.

9. An employer who is required to perform duties of a higher title, which duties are not included within the job description of the employee's permanent title, shall be paid the rate of such higher title for the actual time spent, provided the employee performs the duties of the higher title for four (4) hours or more in a shift. The Employer shall not unreasonably change personnel to avoid the payment specified herein.

ARTICLE XVIII

SENIORITY

1. Seniority is defined as an employee's total length of service with the Borough beginning on his first date of employment.

An employee whose service with the Borough was discontinued for reasons other than leave of absence and whose employment was subsequently resumed shall not accrue seniority credit during the time when he/she was not employed by the Borough.

2. All senior employees shall receive preference in connection with the scheduling of vacations.

3. Seniority shall be considered by the Borough on cases of promotions, demotions, layoffs and recall.

4. The Borough shall maintain an accurate seniority roster to show each employee's date of hire, classification and pay rate. A copy of said roster shall be furnished to the Union upon request, which request shall not be made within two (2) times in one (1) year.

ARTICLE XIX

UNION BUSINESS

1. The Union shall designate a shop steward who shall be charged with the responsibility in handling Union affairs under this Agreement.

2. The Union shall have the right to represent individual employees through all stages of the grievance procedure by its officers, agents or shop stewards.

3. The Borough shall permit the shop steward of the Union or any one Union member designated by the shop steward, leave with pay not to exceed six (6) calendar days in one (1) calendar year for the purpose of attending to Union business. In no event shall more than one (1) Union representative be on leave at the same time.

ARTICLE XX
BULLETIN BOARDS

1. The Borough agrees to provide bulletin boards for Union purposes in locations to be determined by the Borough.

2. The bulletin boards may be used by the Union for general matters of Union interest. Among the purposes for which the bulletin boards may be used include the following:

Notice of Union meetings

Nominations and Election Notice

Election results

Copies of Agreements between the Borough and the Union

3. The Union agrees not to use the bulletin boards for employment, derogatory or disruptive purposes.

4. All uses of the bulletin boards shall be subject to the approval of the applicable department head. Said approval shall not be unreasonably withheld.

ARTICLE XXI

PAYROLL DEDUCTIONS

A. Payroll deductions from employees salaries for dues to the Union shall be made by the Borough upon submission by the Union to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward the same to the Union.

B. As to those employees covered under this Agreement who are not members of the Union and from whom payroll deductions or dues are not made under Paragraph A of this Article, the Borough shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty-five (85%) percent of the payroll deducted from those employees who are members of the Union and shall forward same to the Union.

ARTICLE XXII

NON-INTERRUPTION OF WORK

1. The Union agrees not to cause, sanction or take part in any strike whatsoever, either sit-down, sit-in, sympathy, general or other strike. The foregoing shall not be deemed in derogation of, but in addition to, any coalition against strikes provided by law.

2. The Borough represents that it shall not cause a "lock-out" of Union employees.

ARTICLE XXIII
MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of signing of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIV

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours or work, or other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. No more than three (3) representatives of each party plus counsel shall participate in collective bargaining sessions except by consent of the other party.

2. Collective negotiations for the contract period beginning on January 1, 1992, shall commence upon the Union's presentation of its demands to the Borough for a negotiation session shall be scheduled at the convenience of both parties.

3. Union representatives scheduled to work during the periods agreed upon for negotiations shall be permitted to attend the negotiations without penalty or loss of pay. Additionally, Union representatives shall be permitted to meet for consultation purposes immediately prior to the start of the session without penalty or loss of pay.

ARTICLE XXV

SEPARABILITY

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

ARTICLE XXVI

WORK UNIFORMS

1. Employees shall be required to wear during work hours uniforms supplied by the Borough.

2. During each year this Agreement is in effect, the Borough shall provide each employee with the following uniforms:

- Three (3) pairs of pants (summer or winter)
- Three (3) shirts (summer or winter)
- One (1) jacket (summer or winter)
- Foul weather gear as needed
- One pair of work shoes made by Timberland, Harman or a company of a comparable quality not to exceed eighty (\$80.00) Dollars per year.
- Jumpsuit (in place of winter jacket at option of employee)

3. Each employee shall receive a uniform maintenance allowance as follows per annum, payable the first pay period subsequent to adoption of the budget:

- 1989 - \$100.00
- 1990 - \$200.00
- 1991 - \$200.00

4. If any part of an employee's uniform and/or personal effects is damaged in the performance of duty, it shall be the responsibility of the Borough to replace same, upon approval of the Public Works Chairman, which approval shall not be unreasonably withheld.

The maximum replacement value of personal items shall not exceed Fifty (\$50.00) Dollars, with the exception of prescription, eyeglasses or dentures, which shall be limited to One Hundred (\$100.00) Dollars for eyeglasses and Two Hundred (\$200.00) Dollars for dentures.

CONTRACT TERM

A. This Agreement shall become effective as of January 1, 1989, and shall remain in full force and effect until December 31, 1991.

B. In the event the parties do not enter into a new Agreement on or before December 31, 1991, then this Agreement shall continue in full force and effect until a new Agreement is executed.

BOROUGH OF NORTH ARLINGTON

By: Edward Kaiser

ATTEST:

By: Christine S. Keehan

NJELU Local No. 1/SEIU Local
No. 1988

By: James McClellan

By: _____

ATTEST:

By: _____