

Revised 8/4/98

AGREEMENT
BETWEEN
THE BOROUGH OF LEONIA
AND
LOCAL 29, R.W.D.S.U.
TERM OF AGREEMENT: JANUARY 1, 1996 -
DECEMBER 31, 1999

THIS AGREEMENT entered into this 31st day of AUGUST, 1998 by and between the Borough of Leonia, County of Bergen, State of New Jersey, hereinafter called the "Borough" and Local 29, Retail, Wholesale, and Department Store Union (R.W.D.S.U.), AFL-CIO, 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:

I. TERM.

The term of this agreement shall be from January 1, 1996 through December 31, 1999 and from month to month thereafter unless cancelled in writing by either party upon 30 days' notice.

II. 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 non-supervisory employees including office personnel, dispatchers, crossing guards and special police officers.

III. 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, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its 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.

IV. 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 his immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved.

STEP 2. If the grievance is not resolved in Step 1, the grievant shall submit the grievance in written form to the Borough Administrator, who shall discuss it with the aggrieved employee and a representative of the Union Shop Committee, and then 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 Chairperson of the Personnel Committee of the Mayor and Council within five (5) working days of the decision made by the Borough Administrator. The aggrieved employee and the union's representative shall meet within ten (10) working days after

receipt of the written grievance. The Personnel Committee of the Mayor and Council shall issue its written decision within fifteen (15) working days after meeting with the union.

STEP 4. Upon failure of a resolution of the grievance in Step 3. the parties shall submit this dispute to non-binding mediation through the New Jersey Public Employment Relations Commission by serving a notice on the Commission to request the appointment of a mediator. Both parties shall equally bear the cost of this mediation.

The mediator 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 supervisor 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 to a waiver.

V. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first six (6) months of service. Upon completion of the probationary period such employees' seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task. The classification shall be done by the Borough on the basis of common skills or qualifications so that a lay offs shall occur based upon a classification which shall not divest the Borough of skilled persons necessary to carry on the functions of the municipality.

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 on seniority shall be from the date of last hire.

C. Employment may be on a temporary basis for a period of not more than eight (8) weeks. At the end of the eight week period, the employee may be given probationary status with credit for a temporary employment, or may be notified of the termination of his employment. Temporary summer employment extended to 12 weeks maximum.

D. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case the only benefits which relate back to the time of initial hiring shall be sick leave, vacation, pension and not wages or wage increases.

E. New employees shall remain probationary after completion of six (6) months of service from the date of last hiring. The phrase "the date of last hiring" means the date on which the employee was hired by resolution of the Mayor and Council as a permanent employee subject to the probationary requirements set forth in the Borough of Leonia Code. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no 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.

VI. WAGES

A salary shall be paid in accordance with the schedule set forth in Appendix "A" to this agreement, as agreed upon in the Memorandum of Understanding between the Borough of Leonia and Local 29 R.W.D.S.U. The salary increases shall be:

January 1, 1996	- 3.0%
January 1, 1997	- 3.5%
January 1, 1998	- 3.5%
January 1, 1999	- 3.5%

Special Police Officers shall receive the wages on Appendix "B" to this Agreement. Communications Officers shall receive the wages as set forth on Appendix "C" to this Agreement. These wages are the alternative wages as proposed in this paragraph. All Special Police Officers hired after the date of this Agreement shall start at a salary of \$22,500.00 per year. All Communications Officers hired after the date of this Agreement shall start at a salary of \$19,000.00 per year.

VII. LONGEVITY

There shall be no longevity for any new employees hired as part of this unit. As to existing employees, their longevity as it accrues up to December 31, 1999. Beginning January 1, 2000, no employee shall receive any additional longevity. The longevity that has been earned as of December 31, 1999 shall be fixed and carried through for the remainder of that employee's time in the municipality without any additional increases.

VIII. HOURS OF WORK, OVERTIME AND STANDBY

A. All employees covered by this agreement are required to work a forty (40) hour week to be scheduled by their respective department heads, Borough Administrator or Mayor and Council.

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 their regularly scheduled shifts or is recalled to work after leaving their shop or their work station, or who is called in to work on a shift which is not their 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 nor shall it apply in the event the employee was previously notified not to report for work or the employer was prevented by conditions beyond its control from notifying them not to report, and provided further, that an individual accepts any job to which they 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. If an employee feels that his treatment under the clause has been improper to unfair he may utilize the grievance and arbitration machinery 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 machinery to adjust his claim.

X. 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. 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.

XI. VACATIONS

A permanent employee 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, for the first year of continuous service, through the fourth year of continuous service shall receive up to a maximum of eleven (11) working days of vacation with pay.

2. A permanent employee with from five (5) years of continuous service, to nine (9) years of continuous service, shall receive fourteen (14) working days of vacation with pay.

3. A permanent employee with from ten (10) years of continuous service to sixteen (16) years of continuous service shall receive eighteen (18) working days of vacation with pay.

4. Permanent employees with from seventeen (17) years of continuous service to twenty-one (21) years of continuous service shall receive twenty-one (21) working days of vacation with pay.

5. 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.

6. All vacations must be taken during the current year and may not be accumulated. ***

7. For scheduling purposes, the supervisor 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 supervisor 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.

XII. ABSENCES

A. Sick Leave - Sick leave is defined to mean a necessary absence from duty due to illness or nonservice connected injury.

1. Sick leave shall be applicable only to permanent employees.
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 30th 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 his or her 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 since 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. Updated list of used and available sick time to be provided on or about January 30, of every year.

*** 6. cont'd. With written permission, ^{IN ACCORDANCE WITH THE STEPS OUTLINED IN THE BOROUGH PERSONNEL POLICIES,} vacations can be carried over for the first six months only.

AS AMENDED
7

Victor J. ...

A MAXIMUM OF 10 (TEN) DAYS FROM A GIVEN YEAR'S

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 who is seriously ill and requiring the care or attendance of such employee. For the second and third day of leave see Section 7, below.
7. Every permanent employee who is entitled to sick leave shall furnish, whenever required, to the employer a medical doctor's certificate certifying as to the illness involved and that said employee is 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 at the Borough's expense.

The Borough may at any time require of any employee proof of illness according to the reasons stated by the employee for taking sick leave or if the Borough reasonably believes that the employee may be abusing the sick leave terms of this section. Costs associated with the proof required under this subsection shall be borne by the employee.

8. In case of leave of absence due to contagious disease, a certificate from the department of health having jurisdiction shall be required.
9. 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.
10. 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.

XIII. ABSENCES DUE TO DISABILITY

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, however, that

(1) Such full payment of salary shall not extend beyond a period equivalent to the total of one (1) week for each year of consecutive service of such employees computed from the date of last hire.

(2) Any employee who qualifies for payments under Workmen's Compensation benefits, shall during the period he is receiving such benefits, be entitled only to that portion of his full salary payments which, with the Workmen's Compensation payments, equals his normal salary, for the allowable period as aforesaid.

(3) Such absence shall not be charged against his sick leave. All other provisions regarding absences due to sickness or disability shall apply.

XIV. ABSENCE DUE TO DEATH IN FAMILY

Every current 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 or husband, brother or sister, son or daughter, spouse's parents, grandparents, grandchild, a person designated as a legal guardian or anyone who regularly resides in the household of the employee.

XV. SPECIAL LEAVE

Any permanent employee desiring 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 leaves. 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 designated 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.

XVI. HOLIDAYS

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veterans Day
12. Thanksgiving Day
13. Friday following Thanksgiving Day
14. Christmas Day
15. Three personal days to be scheduled at the option of the employee with prior approval of a Supervisor.

A holiday shall be granted for any other day proclaimed as a special holiday by the Borough Council.

Employees who are assigned to work on any of the above mentioned holidays shall receive, in addition to their rate of pay for that day, holiday pay at the rate of time and one-half their regular rate of pay for each authorized hour actually worked.

If a holiday falls on a Saturday, it shall be celebrated on the Friday; if on a Sunday it shall be granted on the following Monday.

XVII. MEDICAL AND DENTAL INSURANCE

The Borough of Leonia shall provide individual Medical and Dental Coverage for all employees covered by this agreement effective January 1, 1996. The Borough shall pay for such individual coverage. Every employee who elects coverage greater than individual coverage whether it is husband and wife, parent and child, family coverage, shall pay to the municipality beginning January 1, 1999 the sum of \$75 per year as their contribution to this expanded medical and dental coverage.

In the event that the municipality reorganizes the health plan and provides comparable health and dental insurance through a point of service or preferred service provider and either one of those plans are recommended by the Borough, an employee who accepts that recommended plan who is currently paying the additional charge for medical and dental health coverage will be relieved of that obligation if they accept that plan.

XVIII. GENERAL

A. 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.

B. 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.

C. 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.

D. Errors in payment of wages shall be corrected during the week following 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.

E. In the event there is any matter or subject which is not which is not specifically covered in this agreement, then the Borough Personnel Policies as currently then in existence shall govern those issues.

XIX. 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 to grievance and arbitration any 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.

XX. RETIREMENT

All employees 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.

XXI. 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 department head or the Borough Administrator in advance of his or her intention of exercising the rights covered by this clause.

XXII. 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, its officers, members, agents, or principals 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 suggesting, fomenting or participating in a strike, slowdown or other such interference.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 1998.

LOCAL 29, R.W.D.S.U.

Attest: 

By: 

THE BOROUGH OF LEONIA.

Attest: Victor Kapych

By: 
MAYOR

APPENDIX "A"

CROSSING GUARDS, SECRETARIAL & OTHER POSITIONS

CROSSING GUARDS:

YEAR	MINIMUM	MAXIMUM
1996	\$ 7,830	\$ 8,809
1997	\$ 8,104	\$ 9,117
1998	\$ 8,388	\$ 9,436
1999	\$ 8,681	\$ 9,766

SECRETARIAL:*

1996	\$20,600	\$22,000
1997	\$21,321	\$22,770
1998	\$22,067	\$23,567
1999	\$22,840	\$24,392

OTHER POSITIONS:

POSITION	1996	1997	1998	1999
Principal Account Clerk	\$27,261	\$28,215	\$29,203	\$30,225
Tax Clerk	\$24,292	\$25,142	\$26,022	\$26,932
Public Health Nurse (Full-time for 10 months for 1996 & 1997, 11 months thereafter)	\$24,000	\$24,840	\$28,280	\$29,411
Deputy Court Clerk	\$20,101	\$20,805	\$21,533	\$22,287
Clerk in Municipal Court	\$17,510	\$18,123	\$18,757	\$19,414
Part-time Secretary/ Recreation	\$10,427	\$10,792	\$11,169	\$11,560

*For purposes of this agreement, the secretarial classification above encompasses the secretaries presently assigned to the Building Department, Health Department and Recreation Department.

APPENDIX "B"

SPECIAL POLICE OFFICERS

1996	\$26,034	3%
1997	\$27,276	Up \$2000 from 1995 level
1998	\$28,231	3.5%
1998	\$29,219	3.5%

99

APPENDIX "C"

COMMUNICATIONS OFFICERS

New Hires	\$19,000
After One Year	\$22,500
After Second Year	\$24,000
After Third Year	\$25,500
After Fourth Year	\$27,500