

AGREEMENT BETWEEN
THE BOROUGH OF LEONIA
AND
LOCAL 108, RWDSU, UFCW, AFL-CIO
(WHITE COLLAR UNIT)

TERM OF AGREEMENT
JANUARY 1, 2013 THRU DECEMBER 31, 2015

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This Agreement, entered on this 24 day of May, 2013 by and between the Borough of Leonia, County of Bergen, State of New Jersey, hereinafter called the “Borough” and Local 108, Retail, Wholesale, and Department Store Union (R.W.D.S.D.), AFL-CIO, hereinafter called the “Union” – White Collar Unit.

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, 2013 through December 31, 2015, and from month to month thereafter unless cancelled in writing by either party upon thirty (30) days notice.

II. RECOGNITION

The Borough affirms its recognition of the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-supervisory white collar employees limited to office personnel, Crossing Guards and Special Police Officers. Excluded from the provisions of this agreement are probationary employees and those employed on a temporary, seasonal or casual basis.

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 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 fee 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

A. **GRIEVANCE:**

Shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this Agreement.

B. **PROCEDURE:**

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/her immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved. If no satisfactory resolution of the grievance is reached at Step 1, then within five (5) working days, the grievance shall be presented in writing to the Borough Administrator.

STEP 2: The Borough Administrator, after discussing the grievance with the aggrieved employee and a representative of the Union Shop Committee, if necessary, 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/her 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 with the Personnel Committee of the Mayor and Council. The Council Personnel Committee 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.

- C. The mediator shall be bound by the provisions of this Agreement, and restricted to the application of the facts presented to him/her involved in the grievance. The mediator shall not have the authority to add to, modify, detract from, alter in any way the provisions of this Agreement or any amendment, or supplement hereto.
- D. 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.
- E. An aggrieved employee shall suffer no loss of pay as a result of time spent in his own behalf in a mediation hearing.
- F. 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 in writing 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 recommendation of the Borough Administrator, probation may be extended for a period not to exceed an additional six (6) months. Upon completion of the probationary period such employees' seniority shall date from their original date of hiring as a permanent employee. Seniority is 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-off shall occur based upon a classification which shall not divest the Borough of skilled persons necessary to carry on the function of the municipality. Notwithstanding anything to the contrary herein, any service as a temporary or seasonal employee shall not count towards an employee's seniority.
- B. 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.
- C. A new 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 as a permanent employee.
- D. Employment may be on a temporary basis for a period of not more than ninety (90) days. At the end of the ninety (90) day period, the employee may be extended for another period not to exceed ninety (90) days, or may be notified of the termination of his employment. Such employment on a temporary basis shall not count towards an employee's seniority.
- E. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits.

- F. New full-time 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 as a permanent employee subject to the probationary requirements set forth herein. 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 at the sole discretion of the Borough. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure.

VI. WAGES

- A. Salaries shall be paid in accordance with the schedule set forth below, and for Crossing Guards, as set forth in Appendix "A" to this Agreement, as agreed upon in the Memorandum of Understanding between the Borough of Leonia and Local 108 R.W.D.S.V. The salary increases shall be:

January 1, 2013	2.0%
January 1, 2014	1.5%
January 1, 2015	1.5%

- B. New full-time hires after signing of this contract, with the exception of crossing guards, shall commence employment at a salary rate determined by the Borough Administrator. At the successful conclusion of an employee's probationary period (not less than six (6) months and not longer than twelve (12) months) the employee's salary shall be increased to \$30,000 annually.
- C. Effective on the date of the signing of this Agreement, any full-time, permanent employee, with the exception of crossing guards, whose base salary is not \$30,000 a year shall have his/her salary adjusted prospectively only to \$30,000, or increased by the percentage increase set forth in paragraph (A) above, whichever results in the larger increase.

VII. LONGEVITY

Longevity is defined in Chapter 46 of the Personnel Policies of the Code of the Borough of Leonia (Section 46-20).

VIII. HOURS OF WORK (OVERTIME/STANDBY)

A. Office Personnel and Special Police Officers

1. All full-time permanent employees (office personnel and Special Police Officers) covered by this Agreement are required to work a thirty-five (35) hour week to be scheduled by their respective department heads, Borough Administrator, or Mayor and Council.
2. All overtime work shall be authorized in advance by a supervisor or department head.
3. The first five (5) hours of overtime work beyond the normal schedule for any calendar week shall be paid at the employee's regular base rate.
4. After a total of forty (40) hours, an employee shall be paid as follows: 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 a double time premium for these hours.
5. Any employee who reports for his/her regularly scheduled shift or is recalled to work after leaving his/her shop or his/her work station, or who is called in to work on a shift which is not his/her 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 an employee not to report, and provided further, that an individual accepts any job to which he/she may be assigned.
6. The Borough will establish a rotating overtime list, with employees ranked according 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/her treatment under the clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his/her claim.
7. 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/her treatment under this clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his/her claim.
8. The employee may elect to receive overtime compensation in the form of salary or may elect to receive compensatory time off in lieu of overtime pay. Such Compensatory Time off may be requested by the employee but shall be at the

XXII. CONTINUED OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. 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 any suspension of, or interference with, normal work performance.
- C. 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 24 day of May, 2013.

THE BOROUGH OF LEONIA

Attest: Lynn Hemmer
Lynn Hemmer – Acting Borough Clerk

By: John De Simone
Mayor John DeSimone

LOCAL 108, R.W.D.S.U.

Attest: _____

Laura Schmitt
Jasper Parnell
By: Jasper Parnell
Jasper Parnell Local 108 Representative

APPENDIX "A"

CROSSING GUARDS

- A. There is hereby established a step system for all newly-hired crossing guards or those hired after January 1, 2011. New hires shall start at \$15.00 per hour and will receive a \$1.00 hour per hour raise for each year of service. For purposes of this paragraph, the hourly incremental raise shall become effective each January 1st of the subsequent year but shall *only* apply to those crossing guards who maintain continuous and regular service on an annual basis during the previous school year. Should a crossing guard be hired at the beginning of a school year; i.e. September, then that crossing guard will receive the hourly incremental raise on the second January after starting or typically, sixteen months after starting. This step system shall increase until the crossing guard has attained (5) years of service or \$20.00 per hour. Thereafter they shall follow the annual percentage increase as outlined in paragraph (B) below.
- B. For crossing guards who have (5) or more years of service and who have reached the \$20.00 salary on the above step scale, they shall receive an annual percentage increase as contained in Section VI above as follows:

2013 - \$20.80 per hour
2014 - \$21.11 per hour
2015 - \$21.42 per hour

APPENDIX "B"

CROSSING GUARDS – BENEFITS

- A. All crossing guards hired as permanent part-time employees, prior to September 2004, shall receive leave time as follows:
- Nine (9) paid holidays
Eight (8) paid sick days
- Vacation as follows:
- A. After completion of one (1) year of employment on a regular schedule, vacation will be paid at the conclusion of the school year, according to the following schedule:
- At the end of 1st through 9th school year – nine (9) days
At the end of 10th through 19th school year – fourteen (14) days
At the end of 20th and subsequent years – nineteen (19) days
- B. All crossing guards on a reduced hourly schedule or those hired as permanent part-time employees, after September 2004, shall work less than twenty (20) hours per each week and shall receive leave time as follows:
- Nine (9) paid holidays
Five (5) paid sick days or prorated based on hours worked
Five (5) vacation days, or prorated based on hours worked with
two (2) additional days after ten (10) years of continuing service
- C. The above payments for leave days will be at the regular hourly rate of pay based on the employee's average daily scheduled hours. If, on any scheduled working day, a crossing guard is notified that he/she should not report to work on that day, such employee shall be entitled to two (2) hours pay at the regular rate.

- D. Compensation for unused sick and vacation time shall continue to be paid at the regular hourly rate for each crossing guard in accordance with current Borough policy and shall be paid as close as possible to the pay period following the last day of the regular school year; typically June of each year.
- E. Health or dental insurance is not provided to any crossing guard.
- F. Crossing Guards shall not be eligible for short-term disability insurance.
- G. The Borough shall provide uniforms that consist of the following items:
- H.

- Rain coat and pants
- Winter coat
- Spring coat
- Gloves
- Safety vest

Boot Allowance – effective September 1, 2013, each full-time crossing guard shall receive a \$150.00 annual boot allowance. The reimbursement shall be made as close as possible to the pay period on or about September 1st of each year of this Agreement beginning on September 1, 2013 and will be paid through the payroll.

- H. Any and all retroactive payments made pursuant to this agreement shall only apply to those employees employed by the Borough of Leonia on the date of signing. No employees who have retired, resigned, or otherwise separated their employment from the Borough are entitled to any payments under this Agreement.