

A G R E E M E N T

Between

BOROUGH OF HO-HO-KUS

BERGEN COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL 418 OF NEW JERSEY

(Maintenance Employees
and Mechanic)

January 1, 1981 through December 31, 1982

LAW OFFICES:

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PREAMBLE

This Agreement made and entered into this ²⁵~~1~~ day of ^{April} 1981, by and between the BOROUGH OF HO-HO-KUS, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and TEAMSTERS LOCAL 418 OF NEW JERSEY, hereinafter called the "Union".

ARTICLE I

RECOGNITION

1.01 In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated November 17, 1978 (Docket No. RO-79-41), the Borough recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically, all permanent full-time and regular part-time maintenance and mechanic employees employed by the Borough of Ho-Ho-Kus in the Department of Public Works.

1.02 Specifically excluded from the bargaining unit are all office clerical employees, guards, supervisors, professionals, temporaries, police, managerials and confidentials within the meaning of the Act and all other employees of the Borough.

1.03 Reference to male employees shall include female employees.

1.04 The Borough will notify the Union once every three (3) months of the names, addresses, birthdays, classification, rate of pay and social security number of any new employees covered by this Agreement.

ARTICLE II

DUES CHECK-OFF

2.01 The Borough agrees to deduct from the salaries of its employees covered by this Agreement, initiation fees and dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9 (e), as amended.

2.02 If during the life of this Agreement there should be any change in the rate of membership dues, the Union shall furnish to the Borough written notice forty-five (45) days prior to the effective date of such change.

2.03 The Union will provide the necessary "check-off authorization" form. The Borough agrees to furnish all new employees with the dues check-off authorization forms but shall not be responsible for the securing of any signatures.

2.04 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 the salary deduction authorization forms submitted by the Union to the Borough.

2.05 The Borough shall have no responsibility for the collection of any initiation fees or other membership dues which are not in accordance with this Agreement.

2.06 The Borough's remittance shall be deemed correct if the Union does not give written notice to the Borough within seven (7) calendar days after receipt of the same, of its belief, with the reasons therefore, that the remittance is incorrect.

ARTICLE III

VISITATION AND BULLETIN BOARD

3.01 An accredited Union representative will be permitted to visit the Union steward or the alternate steward, on Borough premises, to discuss Union business, provided such visit does not interfere with the normal operations of the business of the Borough or normal duties of its employees.

3.02 Prior to an accredited Union representative entering the Borough premises for the purposes noted in Section A above, he shall first obtain permission from either the Superintendent of Public Works or in his absence the Borough Administrator.

3.03 The Borough shall supply one (1) bulletin board for use by the Union in the Borough Garage at a place convenient for all employees. This bulletin board shall be used only for notices pertaining to Union business. It shall be the responsibility of the Union steward to supervise the contents of the bulletin board which shall not include any political endorsements or political material.

ARTICLE IV

UNION STEWARDS

4.01 The Borough and the Union agree that the Union may designate one (1) steward for the entire bargaining unit and one (1) alternate steward, who shall only serve in the absence of the steward.

4.02 The term "absence" as used in paragraph 4.01 above shall mean "not present on the job on any specific day".

4.03 The designated steward shall have the right to receive and present grievances in accordance with the provisions of this Agreement.

4.04 The designated steward shall suffer no loss in pay for time taken during scheduled working hours to settle grievances. The designated steward shall first seek the permission of the supervisor to settle grievances on the employer's time, such permission shall not be unreasonably withheld.

4.05 No more than one (1) member of the Union's negotiating team shall suffer no loss in regular straight pay for any time spent on contract negotiations with Borough officials, or the Borough's designated representatives, if such negotiations take place during working hours.

4.06 The Union shall notify the Borough in writing of the name of the steward and alternate steward and notify the Borough of any changes within three (3) working days from their appointment.

ARTICLE V

GRIEVANCE PROCEDURE

5.01 Definition The term "grievance" as used herein means any dispute over the interpretation, application, or violation of those policies, agreements, or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement.

5.02 Purpose The parties agree that this Procedure shall be kept as informal as may be appropriate, and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management.

5.03 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

The aggrieved employee and/or the designated steward, or in his absence the alternate steward, shall present and discuss the grievance with the Superintendent of Public Works within three (3) working days of the occurrence of the same. Any grievance not presented within three (3) working days of occurrence is deemed waived. If the aggrieved party is not satisfied with the decision of the Superintendent he shall reduce the grievance to writing within two (2) working days and one (1) copy shall be given to both the Commissioner of Public Works of the Borough and the Superintendent. Any grievance not reduced to writing and presented to the Superintendent and the Commissioner within two (2) days of decision of the Superintendent is deemed waived. A written receipt will be given by the Borough, if requested by the aggrieved.

Article V - Grievance Procedure (continued):

STEP TWO:

Within ten (10) working days after receipt of the written grievance by the Commissioner of Public Works, he shall render a decision in writing which shall be filed with the Borough Clerk and a copy delivered to the aggrieved employee.

STEP THREE:

If the aggrieved employee is not satisfied with the Step Two Decision, he may appeal within three (3) working days, directly to the Mayor and Council and such appeal shall be in writing and shall set forth the facts related thereto, each specific issue with which the Union disagrees with the decision at Step Two and the action requested to be taken by the Mayor and Council. In the event an appeal is not timely filed in writing with the Mayor and Council, the decision at Step Two shall be final and the matter shall be considered closed. The time to file may be extended only by written consent of all parties. Within thirty (30) working days after the appeal has been filed with the Mayor and Council, a hearing may be held with the Union and the Mayor and Council, and the Mayor and Council shall within thirty (30) days after said hearing inform the Union in writing of its determination relative to said grievance.

STEP FOUR - Arbitration:

1. If the aggrieved employee and/or the Union is not satisfied with the decision at Step Three, then within ten (10) calendar days the grievance shall be referred to the New Jersey State Board of Mediation for the selection of an arbitrator pursuant to the rules of the Board.

2. The arbitrator shall have no authority to add to, subtract from or in any way modify the Agreement between the parties and shall be bound by the laws and cases of the State of New Jersey.

Article V - Grievance Procedure (continued):

3. The arbitrator shall set forth his findings and conclusions in a written opinion and awards.

4. The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5.04 Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the Union shall be notified by the Borough of all such situations and shall have the right to be present during the same, and further provided that any agreement reached with any such employee shall not violate this Agreement.

5.05 Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determinaton.

ARTICLE VI

MANAGEMENT RIGHTS

6.01 The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

6.02 The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

6.03 Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A. (R.S.) 11, 40 and 40A or any other national, state or county laws or ordinances.

ARTICLE VII

SENIORITY

7.01 It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls and vacations only. In each such case, however, ability to perform the work in a satisfactory manner shall be the major factor in designating those employees to be affected. In addition to the foregoing, the principle of seniority is recognized in permanent job assignments, but the major factor in making such assignments will be the employee's ability to perform the work in a satisfactory manner. Such assignments will be made in the sole discretion of the Borough and will not be subject to the Grievance Procedure.

7.02 Following an appointment to a full-time position of employment employees shall be probationary employees for a sixty (60) day period. The Borough, upon written notice to the Union, may in its discretion, extend the probationary period for an additional thirty (30) day period when, in its judgment, such extension is required.

7.03 An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

7.04 The seniority of an employee is defined as the last date of hire for full-time service as a Borough employee.

7.05 In the event of layoffs and re-hiring, the last person hired shall be the first to be laid off, and the last person laid off, shall be the first person to be recalled in accordance with his seniority, provided the more senior employee is, in the judgment of the Borough, able to do the available work in a satisfactory and qualified manner.

Article VII - Seniority (continued):

7.06 The Borough shall prepare and forward to the Union a seniority list of employees. The seniority list shall be updated every six (6) months and shall be posted on the Union bulletin board, by the stewards, showing the employees' name and seniority date.

Article XIV - Overtime (continued):

14.06 Each employee required to be on standby duty on a weekend or a holiday to perform duties for the Water Department of the Borough shall be paid the sum of One Hundred Twenty-Five (\$125.00) Dollars per weekend and the sum of Six-two Dollars and Fifty Cents (\$62.50) per holiday.

14.07 Each employee required to be on standby duty during the seasons that the roads of the Borough require sanding and salting shall receive as compensation two (2) days salary at the base hourly rate of the employee payable at the end of the season except that if the employee does not report for duty within a reasonable time after requested to do so on the first occasion he shall forfeit one (1) day of his standby compensation and failure to report within a reasonable time on the second occasion shall cause a forfeiture of the second day of standby compensation.

ARTICLE XV

CALL IN AND CALL BACK PAY

15.01 Any employee who, in the absence of advance notice given him prior to the end of his previous basic work day, reports for his basic work day, shall be guaranteed four (4) hours' work or four (4) hours' pay, computed on his base hourly rate, in lieu thereof.

15.02 Any employee who is called back to work after having completed his basic work day, shall be compensated at one and one-half times his base hourly rate of pay, within a minimum guarantee of three (3) hours' work or three (3) hours' pay, in lieu thereof provided such call back is not contiguous to his previous basic work day. In the event the call back is contiguous to his previous basic work day, the employee shall be compensated at one and one-half times his basic hourly rate of pay with no minimum until the commencement of his next basic work day at which time he shall receive straight-time pay.

15.03 Whenever an employee is called back during an extreme emergency solely to perform only mechanical work rather than general maintenance duties as part of a crew, he should be paid an additional ten percent (10%).

ARTICLE XVI

WAGES

16.01 The rates of pay for employees covered by this Agreement are set forth in the wage guides shown in Appendix A which is attached hereto and made a part hereof.

16.02 All newly hired employees will enter employment at the minimum hourly rate for their classification unless otherwise determined by the Borough.

ARTICLE XVII

LONGEVITY PAY

17.01 Each employee shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Borough in accordance with the Following schedule:

<u>Years of Service</u>	<u>Increment on Base Pay</u>
First day of sixth (6) to nine (9) years of service	\$ 210.00
nine (9) to fourteen (14) years of service	\$ 430.00
fourteen (14) to eighteen (18) years of service	\$ 640.00
eighteen (18) to twenty-two (22) years of service	\$ 850.00
twenty-two (22) years of service or over	\$1,050.00

17.02 Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

17.03 In computing any overtime pay which may become due any employee, only the base pay shall be used.

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ARTICLE XVIII

VACATIONS

18.01 Annual vacations with pay are authorized for full-time or permanent employees on the following basis:

A. During the first calendar year of service, or part thereof, the employee shall be entitled to five (5) workdays as vacation if employed before July 1 and has completed a minimum of three (3) months of continuous service before that date and thereafter as follows:

Calendar Year 1981

<u>Years of Service</u>	<u>Vacation Days</u>
two (2) through ten (10)	ten (10)
eleven (11) through twenty (20)	fifteen (15)
twenty-one (21) and on	twenty (20)

Calendar Year 1982

<u>Years of Service</u>	<u>Vacation Days</u>
two (2) through five (5)	ten (10)
six (6)	eleven (11)
seven (7)	twelve (12)
eight (8)	thirteen (13)
nine (9)	fourteen (14)
ten (10) through twenty (20)	fifteen (15)
twenty-one and on	twenty (20)

18.02 If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

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

Article XVIII - Vacations (continued):

18.04 Temporary or part-time employees are not eligible for vacation benefits.

18.05 In order that employees may receive the maximum benefit from their vacations, not more than five (5) days of vacation may be taken one (1) or two (2) days at a time.

18.06 All vacations must be scheduled and approved by the Superintendent of Public Works or the Borough Administrator. It is his responsibility to schedule individual vacations so that activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacations.

18.07 Unless specifically authorized by the Borough Council in advance, extra compensation will not be allowed in lieu of unused vacation leave.

ARTICLE XIX

HOLIDAYS

19.01 Each full-time employee covered by this Agreement shall be given twelve (12) paid holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day and
Decoration Day	Friday after Thanksgiving
Independence Day	Christmas Day

19.02 Any employee required to work on a holiday shall be paid one and one-half (1 and 1/2) his base hourly pay for all work performed in addition to receiving a day's pay for the holiday as such.

ARTICLE XX

SICK LEAVE

20.01 "Sick Leave" is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease.

20.02 Absence of an employee on account of sickness or disability in his immediate family which necessitates his remaining home to care for the patient may be charged as sick leave when substantiated and approved by his department head.

20.03 In all cases of reported illness or disability, the Borough reserves the right to send a medical physician to examine and report on the condition of the patient to the Mayor and Council.

20.04 When the absence on account of illness or disability does not exceed three (3) successive workdays, the employee's statement of the cause may be accepted without a supporting statement from his attending physician.

20.05 Every absence on account of illness or disability in excess of three (3) workdays must be certified by a written statement from the attending physician using the form provided by the Borough for that purpose. The Borough also reserves the right to waive this requirement or to require the employee to be examined and certified as fit for duty before returning to work by a medical physician designated by the Borough Council.

20.06 During protracted periods of illness or disability the Borough may require interim reports on the condition of the patient at weekly periods from the attending physician and/or the physician designated by the Borough Council. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Article XX - Sick Leave (continued):

20.07 The rules which follow apply to the payment of salaries or wages during periods of illness or disability of full-time or permanent employees. Temporary employees are not entitled to compensation for such absence. Full-time or permanent employees of the Borough shall be entitled to the following periods of sick leave with full pay, with the provision, however, that in the event said sick leave is not used in any one (1) year, up to ten (10) days of such leave may accumulate for use in future years, up to a maximum of thirty-five (35) days accumulated sick leave.

A. Six (6) months to five (5) years of continuous service, per annum sick leave of ten (10) workdays.

B. Five (5) to ten (10) years of continuous service, per annum sick leave of twenty (20) workdays.

C. Ten (10) or more years of continuous service, per annum sick leave of thirty (30) workdays.

20.08 The Borough reserves the right to require a medical certification whenever such certification appears warranted under the circumstances.

ARTICLE XXI

BEREAVEMENT LEAVE

21.01 In the event of the death in the employee's immediate family or the death of a close relative residing with the employee, the department head may grant up to a three (3) day leave without loss of pay.

21.02 Immediate family is defined as father, mother, husband, wife, child, sister, brother or a close relative residing with the employee.

ARTICLE XXIII

MEDICAL INSURANCE

23.01 During the life of this Agreement, the Borough shall continue to furnish to each employee covered under this Agreement medical insurance coverage for individuals and members of their immediate families.

23.02 The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXV

NON-DISCRIMINATION

25.01 There shall be no discrimination by the Borough or the Union against any employee on account of race, color, creed, age, sex or national origin.

25.02 There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives or the Union or any of its representatives because of the membership or non-membership of any employee in the Union.

ARTICLE XXVI

MAINTENANCE OF OPERATIONS

26.01 It is recognized that the need for continued and uninterrupted operation of the Borough's departments is of paramount importance to the citizens of the community and that there shall be no interference with such operation.

26.02 The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its member take part in, any strike, (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, walk-out or illegal job actions against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

26.03 The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned. The Union's actions will include, but not be limited to, publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

26.04 In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees. Such discipline or discharge is subject to the grievance procedure.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

29.01 In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which would or could have been the subject or negotiations.

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1981 and to remain in effect to and including December 31, 1982 subject to the availability and appropriation of sufficient funds as may be required to meet the obligations of this contract.

B. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no earlier than August 1 nor later than October 10 prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

TEAMSTER LOCAL 418
OF NEW JERSEY

BY:

Joseph C. Lantieri
Raymond J. Lantieri
Mike Seaver
Henry W. Jetter

BOROUGH OF HO-HO-KUS
BERGEN COUNTY, NEW JERSEY

BY:

W. Stuart Thompson
Richard M. Boyer
Val S. Stewart

Revised: 3-27-81

APPENDIX A

WAGES

<u>NAME</u>	<u>1980 BASE</u>	<u>*1981 AT 8-1/2%</u>	<u>*1982 AT 8%</u>
H. Jeffer	\$18,520.	\$20,095.	\$21,700.
G. Lewis	16,910.	18,345.	19,810.
R. Swenson	12,940.	14,040	15,165.
M. Frank	14,610.	15,850.	17,120.
H. Wise	10,580.	11,480.	12,400.
A. Ostrander	9,000.	9,765.	10,545.

*Rounded to the nearest \$5.00

BOROUGH OF HO-HO-KUS
BERGEN COUNTY, NEW JERSEY

GENERAL CONDUCT RULES AND REGULATIONS

The Borough of Ho-Ho-Kus requests the fullest cooperation of its employees in its efforts to make every employee thoroughly familiar with the operating rules and regulations. The Borough Council has obligated itself to enforce the rules listed below strictly and fairly, applying disciplinary measures, where necessary, to assure compliance.

Every person is entitled to know what is expected of him/her, because it is natural to resent criticism for innocently violating a rule of which one had no knowledge. A person is also entitled to know when he/she has violated a rule, and to have this fact pointed out to him/her in order that he/she be permitted, within reasonable limits, to take the steps necessary to correct his/her actions.

To assist you in knowing what is expected, you are asked to read over the following paragraphs carefully, and to abide by all the rules and regulations noted. If you should err in serving these rules or regulations (or the terms of the labor Agreement) your Supervisor will issue a Notice of Reprimand, pointing out your mistake. A copy of the Reprimand Notice will be incorporated in your personnel record.

Every employee when discharging his/her employment duties or engaging in any activities at any time on Borough premises shall assume full responsibility for observing all rules and regulations of the Borough. Rules and regulations of the Borough include, but are not limited to:

MINOR RULES

A violation of a minor rule shall not result in dismissal. Continued violations of these rules may.

1. Excessive absences and/or lateness.
2. Failure to notify the Supervisor in advance that he/she will be late or absent.
3. Leaving his/her assigned work or work area without permission.
4. Littering Borough property or work areas, or storage of personal property on Borough premises.
5. Failure to exercise proper and adequate supervision over equipment under the Employee's care, custody or control.
6. Entering Borough premises or remaining on the premises without permission, unless scheduled to work or participate in approved Borough activities.
7. Failure to be in fit physical condition to perform the work required of him/her.

8. Failure to notify the Supervisor, immediately, of any changes in personal data (i.e., new address, new phone number, marital status, etc.).
9. Using Borough property or gathering on Borough premises, for the purpose of conducting personal business, distributing literature, posting notices, etc., without prior permission from the Supervisor.
10. Failure to be at his/her work place, cleanly and properly attired, ready to work, at the proper starting time.
11. Loafing, slowdowns, or other abuses of time during assigned working hours.
12. Interfering with another employee's performance of duties by talking, horseplay or other distractions.
13. Failure to notify immediately the Supervisor, proper administrator, or, in their absence, the Police, of any acts or attempted acts of theft, vandalism, malicious mischief or other destruction of Borough property.
14. Failure to observe and implement Borough property security procedures.

MAJOR RULES

Violations of any one of the following major rules may be cause for summary dismissal.

1. Misusing, misappropriating or removing from Borough premises, without proper authorization, Borough property or another person's personal property, records or other materials.
2. The use of profane, abusive or inflammatory language to the Public or the Borough Administration, and Supervisors.
3. Immoral conduct.
4. Bringing firearms or weapons of any kind onto Borough property.
5. Fighting or horseplay on Borough property.
6. Vandalism, malicious mischief, tampering or interfering with the proper use and operation of Borough property.
7. Insubordinate conduct to any member of the Borough Council or administration.
8. Neglecting his/her job, duties or responsibilities or refusing to perform work assigned to him/her.
9. Leaving Borough premises during working hours without first receiving proper authorization.
10. Failure to return to work upon expiration of approved vacation time, leave of absence, period of suspension, or when called back after a lay-off.

11. Possession of drinking of or being affected by narcotics or any alcoholic beverage on Borough premises for the purpose of using such items or giving or selling them to others.
12. Willful, deliberate or repeated violation of safety rules.
13. Disclosure, to any unauthorized persons, of confidential or personal information about the Borough operations, or personnel, whether or not such information is obtained as a part of your work or in conjunction therewith.
14. Willful, negligent or repeated loss of, or failure to properly account for, tools, equipment or materials charged to his/her use and care.
15. Willfully giving false or vicious statements about the Borough, its authorized representatives or employees.