

3-0611 Bergen THIS DOES NOT
Ramsey, ^{STORAGE} ~~Borough of~~
and
Ramsey, ~~Borough of~~ ~~County of Bergen~~

Road Dept 02-48
1983 - 1984 - 1985

THIS AGREEMENT entered into this 13th day of May 1983 by (Chella)

and between the Borough of Ramsey, in the County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey with its principal place of business located at 33 North Central Avenue, Ramsey, New Jersey hereinafter called the "Employer" and the Ramsey Road Department Employees Association with its principal place of business located at West Side Plaza, Ramsey, New Jersey, hereinafter called the "Association",

RUTGERS UNIVERSITY
AUG 1 1985
Labor Relations
Institute of Management

WHEREAS, both parties to this Agreement have negotiated terms and conditions of employment and wish to enter a complete Agreement concerning the same.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth hereinafter the parties agree as follows:

ARTICLE I. - RECOGNITION

1. The Employer recognizes the Association as the exclusive bargaining agent for all permanent blue-collar employees who have completed the probationary period (as set forth in Article II), including but not limited to the following job titles: mechanic, equipment operator, laborer, and maintenance man, but excluding supervisors, white collar employees, professional employees, craft employees, managerial executives, confidential employees and police within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE II - PROBATIONARY PERIOD

1. Employees hired after the date of this Agreement for a job title which is within the bargaining unit shall be probationary employees for the ninety (90) days immediately succeeding the date of hire.

X January 1, 1983 - December 31, 1985

Probationary employees shall not be represented by the Association nor covered by this Agreement. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.

ARTICLE III. - UNION SECURITY

1. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Association for the purpose of presenting grievances to the Employer pursuant to Article IV. The steward may present grievances at mutually convenient times. The Association will notify the Employer of the names of the steward and alternate steward. Absence is defined as the absence of the steward from work on a specific day.

2. The Employer will provide one (1) bulletin board at the garage for the exclusive use of the Association for the purpose of posting notices relevant to the business of the Association. Notices shall not contain partisan political material or material defamatory or degrading to the Employer or any of the Employer's employees. It shall be the duty of the Association steward to supervise the contents of the notices.

ARTICLE IV. - GRIEVANCE PROCEDURE

A grievance is hereby defined as any difference or dispute between the Employer and the Association or the Employer and any individual employee covered by this Agreement with respect to either the interpretation and application of the provisions of this Agreement or with respect to the Employer's ordinances, policies and practices which intimately and directly affect the work and welfare of the employees. The Association or the individual employee shall not grieve managerial prerogatives within the meaning of the N.J. Employer-Employee Relations Act.

The Procedure for settlement of grievances shall be as follows:

Step 1 - The Association or an aggrieved employee shall present the grievance to the Superintendent of the Department of Public Works within ten (10) days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) working days of the occurrence of the incident shall be deemed waived. The Superintendent shall reply to the grievance within five (5) days of the presentation. If the reply is unsatisfactory or if the grievance is not replied to within five (5) days, the grievance shall be deemed to be unsettled and the Association or the aggrieved employee may immediately proceed to Step 2. Time for presentation of and reply to grievances may be extended by express mutual consent.

Step 2 - If the grievance is not settled at Step 1, then the Association or the aggrieved employee may then present the grievance to the Mayor and Council by filing a written copy of the grievance and the reply within ten (10) days of the completion of Step 2. The grievance shall be heard by the Mayor and Council on a date and at a time convenient for all parties. A written reply shall be made by the Mayor and Council.

ARTICLE V. - HOURS OF WORK

1. The work week shall begin at 12:00 A.M. on Monday and end at midnight on the next succeeding Sunday. Full time employees shall be scheduled to work forty (40) hours during the work week.

2. Full time employees shall work five (5) consecutive days Monday through Friday during the week. The work day shall consist of eight (8) hours of work. During the work day employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten minute rest period with pay after the meal period. The meal period shall be one half (1/2) hour and employees shall not be paid

for the duration thereof. Rest periods and meal periods shall be scheduled by the Employer.

3. The usual starting time of the work day shall be 7:00 A.M. In the event that the Employer changes the usual starting time, then the Association will receive twenty (20) days prior notice of the change.

ARTICLE VI. - OVERTIME

1. Overtime is defined as time worked at the direction of the Employer in excess of the scheduled forty (40) hours of work.

2. The Employer whenever practical, will give a reasonable notice of the need for overtime work. The Employer, at its discretion, may excuse employees from working overtime for a reasonable and compelling reason.

3. For overtime worked in excess of the scheduled forty (40) hours work week, employees shall be paid one and one half (1-1/2) times their regular rate of pay as defined in Article XIX.

4. For purposes of determining whether employees have worked overtime, vacation days, holidays and sick days which are recognized by the Employer and for which the employees are paid shall be deemed hours worked.

ARTICLE VII. - HOLIDAYS

1. The thirteen (13) holidays set forth below will be recognized by the Employer:

New Year's Day

Washington's Birthday

Good Friday

Decoration Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving Day

1 Floating Holiday*

Christmas Day

*The employee shall have the right to choose any day as his floating holiday provided he gives the Superintendent of the Road Department two (2) weeks notice of same and further provided that not more than two (2) employees choose the same floating holiday.

2. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.

3. If full time regular hourly employees are required to work on any such holidays, they shall be compensated at one and one half (1-1/2) times the regular rate of pay.

4. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employees shall be given another day off or paid for eight hours at the regular rate of pay.

5. The employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.

6. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.

ARTICLE VIII. - VACATION LEAVE

A. Employees shall receive paid vacation leave as provided in this Article at their regular rate of pay.

1. During the first calendar year of service, or part thereof, the

employee shall be entitled to one week (five work days) if employed before July 1st and has completed a minimum of three months of continuous service before that date.

2. During the second calendar year of service and until the completion of five full calendar years of service, the employee will be entitled to two weeks (ten working days) vacation each year.

3. During the sixth calendar year of service, the employee shall be entitled to eleven working days vacation per year.

4. During the seventh calendar year of service, the employee shall be entitled to twelve working days vacation per year.

5. During the eighth calendar year of service, the employee shall be entitled to thirteen working days vacation per year.

6. During the ninth calendar of service, the employee shall be entitled to fourteen working days vacation per year.

7. During the tenth calendar year of service, the employee shall be entitled to fifteen working days vacation per year.

8. During the eleventh calendar year of service, the employee shall be entitled to sixteen working days vacation per year.

9. During the twelfth calendar year of service, the employee shall be entitled to seventeen working days vacation per year.

10. During the thirteenth calendar year of service, the employee shall be entitled to eighteen working days vacation per year.

11. During the fourteenth calendar year of service, the employee shall be entitled to nineteen working days vacation per year.

12. During the fifteenth calendar year of service and until the completion of twenty full calendar years of service, the employee shall be entitled to twenty working days vacation per year.

13. After completion of twenty full calendar years of service, the employee shall be entitled to twenty-five working days vacation per year.

14. The Employer shall fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Employer, said schedule will be arranged in accordance with the convenience of the employees. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Employer. Seniority will be respected in arranging the vacation schedule.

15. Should a holiday recognized by Article VII be observed on a working day within employees vacation period, then the employees shall be entitled to an additional day's vacation.

16. Employees leaving the employ of the Employer after giving two (2) weeks notice and before the completion of an entire year shall be paid for the vacation due them on a prorated basis.

17. Employees will be notified of the number of their vacation days by April 15th.

18. Employees who are on sick leave for more than thirty (3) consecutive days shall not earn any vacation time until they return to full time duty.

19. A maximum of five working days may be carried over for one year at the discretion of the Borough Administrator.

ARTICLE IX. - SICK LEAVE

1. Sick leave is hereby defined to mean paid leave that may be granted to a full-time employee who through sickness or injury is mentally or physically incapacitated to a degree that makes it impossible for such

employee to perform the duties of his position, or who is quarantined by a physician because of exposure to a contagious disease.

2. All full-time employees shall be granted sick leave as follows:

(a). During the first calendar year of employment, one working day for each full month of service.

(b). Thereafter, two (2) working days per month or a total of twenty five (25) working days for each calendar year of service.

(c). Sick leave allowance not used in any calendar year shall accumulate to the employees credit from year to year and may be used when needed for sick leave purposes.

3. When an employee does not report for work for a period of three (3) consecutive days or more during a calendar year because of sick leave, the employee may be required to furnish proof of inability to work on the days absent. Such proof shall be furnished by submitting to the Borough Administrator upon resumption of work by the employee a certificate signed by a licensed physician in attendance stating that the employee on the date or dates of absence was mentally or physically incapacitated to a degree that made it impossible for such employee to perform the duties of his position or was quarantined because of exposure to a contagious disease. The Borough may require the employee to submit to an examination by a physician chosen by the Borough in order to substantiate such mental or physical incapacitation.

4. A sick leave day shall be charged for an absence of more than four (4) hours. Sickness incurred while on vacation time cannot be charged against sick leave allowance.

5. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor of the intended absence at least 60

minutes before the time set for the employees to begin work except in an emergency. An employee who is absent from work for three (3) or more consecutive days and who does not notify his supervisor or the Borough Administrator or the Borough Administrator's Deputy during the first three (3) days of absence shall be subject to dismissal from employment.

6. Permanent part-time employees (who shall be deemed to be those employees who perform duties on a regular recurring basis) who are paid at an hourly rate shall receive sick leave on a pro-rata basis in accordance with the aforementioned provisions.

7. Upon termination of employment by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty percent (50%) of his accumulated sick leave days or to fifty percent of his accumulated sick leave days off.

An employee whose employment is terminated prior to regular retirement and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to twenty five percent (25%) of his accumulated sick leave days or to twenty five (25%) of his accumulated sick leave days off. An employee whose employment is terminated prior to regular retirement because of job related disability and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to fifty percent (50%) of his accumulated sick leave days or to fifty percent (50%) of his accumulated sick leave days off. A severance pay shall be computed based upon the average pay to the employee during the twelve months immediately preceding terminating of employment.

In the event of an employee's death, his estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the

time of termination of employment.

8. An employee who makes a false claim for sick leave may be subject to discipline.

9. The Borough Clerk shall keep records of sick, vacation, military, and special leaves, with or without pay.

ARTICLE X - BEREAVEMENT LEAVE

Upon the death of a member of the immediate family as defined below, employees may request bereavement leave with pay for a period not to exceed three (3) days. Employees may be required to produce proof of death and relationship to obtain the benefits under this paragraph. A member of the immediate family for the purpose of this paragraph is defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other close relative living permanently in the employee's household.

ARTICLE XI - UNPAID LEAVE OF ABSENCE

1. A permanent full time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council and subject to the needs of the Borough.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council.

3. The Employer reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

4. All decisions of the Employer regarding leaves of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for his job title. However, there shall be no retroactive pay resulting from this Article.

6. During all personal leaves of absence, seniority shall be retained.

ARTICLE XII - LEAVE FOR JURY DUTY

1. Employees summoned for petit jury will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty. Employees shall notify the Employer within one (1) working day of the receipt of the summons of jury duty. Employees must produce the summons for jury notice in order to receive benefits under this Article. If employees are dismissed from jury duty and can reasonably return to the Employer's garage prior to 1:30 P.M., they shall return to work.

ARTICLE XIII. - HEALTH & WELFARE BENEFITS

1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof and which uniformly affect all employees covered by this Agreement will be continued for the term of this Agreement. A memorandum dated October 2, 1980 titled "Summary of medical insurance benefits for the employees of the Borough of Ramsey" is annexed hereto, and incorporated into this Agreement by reference as Appendix "A".

2. Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of the Agreement.

3. The Employer shall enroll employees that file the necessary and required statements in the Employer's Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the program will be paid by the Employer. If, for any reason, the aforementioned plan or a part thereof, is withdrawn by the carrier, the Employer will make its best effort to obtain complete coverage for the employees.

ARTICLE XIV. - JOB RELATED INJURIES

1. The Employer represents that all employees covered by this Agreement are covered by a Workman's Compensation Insurance Policy and that the Employer will continue to provide such coverage as required by statute.

ARTICLE XV. - SENIORITY

1. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Employer will forward to the Association within ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

2. The seniority of an employee as defined in this Article will be a factor for consideration in cases of lay offs, recalls and seniority. Other facts for consideration will be employee's training, experience and ability to perform the work required by the Employer.

3. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back for work no longer than three (3) working days following the conclusion of a leave of absence,

discharge for cause; failure to be called back to work for a period of twelve (12) months after a lay off.

ARTICLE XVI. - UNIFORMS AND CLEANING ALLOWANCE

All employees shall be required to purchase the following uniforms: Work Pants - Navy Blue in Color, Chino Type - permanent press fabric or equivalent; Winter Work Shirts - Navy Blue Woolrich Flannel or equivalent, long sleeve with buttons and collar; Summer Work Shirts - short sleeve, tee shirt, Navy Blue in color; Winter Jacket - Chino cloth material, long sleeve, Navy Blue in color with collar and zipper; Two (2) Pairs of steel tipped work shoes, Knapp work shoes or equivalent. Items of clothing shall not have any advertising statements or slogans thereon. The Borough shall provide each employee with a \$500.00 uniform allowance per year toward the purchase of such uniforms.

Monograms and name tags shall be furnished for all Work Shirts and Winter Jackets by the Borough of Ramsey. Monograms and name tags shall be affixed to all work shirts and winter jackets within fourteen (14) days of receipt of same by employee. The Superintendent of the Road Department shall have the right to send home without pay for that day any employee who does not report to work in full uniform or any employee that has visible tears in his uniform.

Laundering of Uniforms - The Borough shall provide each employee with a \$100.00 cleaning allowance toward the cleaning of such uniforms. All employees shall be in uniform within fourteen (14) days from the date of execution of this Agreement.

All clothing items have been furnished by the Association and it represents and guarantees the availability of same.

ARTICLE XVII. - NON-DISCRIMINATION

1. Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin or membership or non-membership in the Association.

ARTICLE XVIII. - RATES OF PAY

1. Each employee shall be assigned a job title.
2. All work performed on Saturday and Sunday shall be compensated at one and one half (1-1/2) times the employee's hourly rate of pay.
3. The hourly rate of pay shall be determined by dividing the annual rate of pay by 2,080.
4. During the term of this Agreement employees shall be paid the annual rates as set forth on Appendix "B" annexed hereto and made a part hereof.

ARTICLE XIX. - LONGEVITY PAY

Employees shall receive longevity compensation computed at 2% of the employees annual compensation for each four years of service to a maximum of 10% of the employees annual compensation.

ARTICLE XX. - MEAL ALLOWANCE

1. During emergency situations such as snow clearing when full time employees are required to work more than eight (8) consecutive hours, they shall receive a (\$7.00) seven dollar meal allowance after three consecutive hours of overtime, and a (\$7.00) seven dollar meal allowance after the next eight consecutive hours of overtime.

ARTICLE XXI. - PERSONAL LEAVE DAYS

(A) During the 1983 and 1984 contract years, an employee shall be provided with the following personal days per year:

- (a) One day during the first through the tenth completed year of service:

- (b) Two days during the eleventh through the fifteenth completed year of service;
- (c) Three days after the fifteenth completed year of service.

(B) During the 1985 Contract year, an employee shall be provided with the following personal days per year:

- (a) Two days during the first through the tenth completed year of service;
- (b) Three days during the eleventh through the fifteenth completed year of service;
- (c) Four days after the fifteenth completed year of service.

Personal days may be accumulated to December 31 of the following year. Personal leave is acknowledged to be separate and distinct from sick leave. Employees shall give seven (7) days notice to the Employer of their intention to take a personal leave day except in emergency situations such notice shall not be required.

ARTICLE XXII. - HEALTH BENEFITS UPON RETIREMENT

(A) After twenty five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service in the Borough, all Blue Cross/Blue Shield and major medical insurance benefits shall be continued for retirees and their immediate families, if applicable, for a maximum of five years, or until the retiree qualifies for medicare, or until the retiree is again employed by any source, whichever shall first occur.

(B) Employees who are not eligible for the benefits set forth in paragraph (A) above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Borough's group medical insurance program on a contributory

basis by the employee. This option is restricted to employees who have been employed by the Borough for a period of at least ten (10) years.

ARTICLE XXIII. - INCENTIVE DAYS

An employee shall be provided with one additional personal day if the employee does not take a sick day during a period of 180 consecutive days.

ARTICLE XXIV. - DENTAL INSURANCE

Employees shall be provided with group dental insurance as follows:

During the 1983 contract year, the premiums shall be paid 50% by the Borough and 50% by the employee; during the 1984 contract year, the premiums shall be paid 75% by the Borough and 25% by the employee; during the 1985 contract year, the premiums shall be paid totally by the Borough.

The group dental insurance plan during the term of this Agreement shall be as set forth in the proposal of International Health Care Services, Inc. Plan I which is attached hereto and made a part hereof.

ARTICLE XXV. - OVERTIME CHECKS

For the contract years 1983 and 1984, employees shall be issued separate checks for overtime in excess of \$100.00. For the contract year 1985, employees shall be issued separate checks for overtime in excess of \$125.00.

ARTICLE XXVI. - COFFEE - SNOW EMERGENCY

The Borough shall provide coffee to the employees at the Road Department building during snow emergencies.

ARTICLE XXVII. - PERSONNEL ADVANCEMENT

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if qualified.

ARTICLE XXVIII. - MANAGEMENT RIGHTS

Except as expressly provided herein, nothing in this Agreement shall interfere with the right of the Employer in accordance with applicable law, rules and regulations to:

- (a) Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.
- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

ARTICLE XXIX. - NO STRIKE - NO LOCKOUT

1. Neither the Association nor any of its members shall engage in a strike during the term of this Agreement.
2. The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

ARTICLE XXX. - TERM OF AGREEMENT

1. This Agreement shall be effective from January 1, 1983 to December 31, 1985 inclusive.
2. In the event that the parties do not execute a successor Agreement prior to the expiration date of this Agreement, then the provisions of this Agreement shall continue in force until a successor Agreement is executed.

ARTICLE XXXI - ENTIRE AGREEMENT

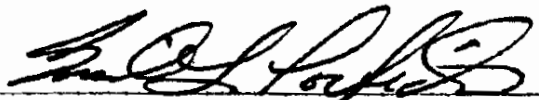
1. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

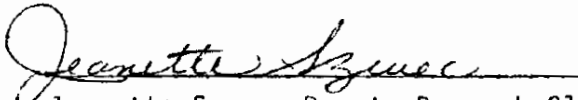
BOROUGH OF RAMSEY

ATTEST:

By: _____



Emil L. Porfido, Mayor

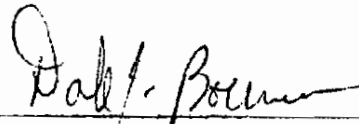


Jeanette Szwec, Deputy Borough Clerk

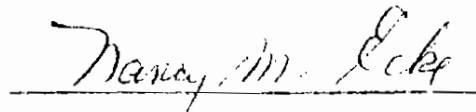
RAMSEY ROAD DEPARTMENT EMPLOYEES ASSOCIATION

ATTEST:

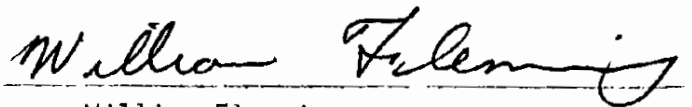
By: _____



Dale Bouma



By: _____



William Flemming

<u>NAME OF EMPLOYEE</u>	<u>JOB TITLE</u>	<u>ANNUAL RATE OF PAY (\$)</u>		
		<u>JANUARY 1, 1983</u>	<u>1984</u>	<u>1985</u>
BOUMA	MECHANIC, JR.	\$16,943.04	\$18,129.05	\$19,579.37
CIPRIANI	OPERATOR	\$19,232.64	20,578.92	22,225.23
LEWIS	OPERATOR	\$19,232.64	20,578.92	22,225.23
FLEMING	OPERATOR	\$19,232.64	20,578.92	22,225.23
R. MONTEVECCHI	OPERATOR	\$19,232.64	20,578.92	22,225.23
R. PICARIELLO	OPERATOR	\$19,232.64	20,578.92	22,225.23
E. MORGAN	LABORER	\$19,232.64	20,578.92	22,225.23
FEY	LABORER	\$16,370.64	17,516.58	18,917.91
C. HOOPER	LABORER	\$11,219.04	12,004.37	12,964.72

APPENDIX "B"

Proposed Plan and Rates

RAMSEY P.B.A.

This proposal is based on a U.C.R. fee schedule.

PLAN I

Yearly Maximum	\$1,000.00
Deductible	\$25.00-\$75.00
Co-payments	
A- Preventive and Diagnostic	50/50%
B- Basic	50/50%
C- Major restorative	50/50%

Monthly Rates

Single- \$6.51 2 Party- \$10.79 Family- \$16.24