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Bergen

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A G R E E M E N T

1979

THIS AGREEMENT made on the April 6 day of 1979, by and between the TOWNSHIP OF WYCKOFF, a municipal corporation of the State of New Jersey (hereinafter called "the Township"), and the WYCKOFF ROAD DEPARTMENT EMPLOYEES ASSOCIATION (hereinafter called "the Association") with its principal place of business at 37 Pine Street, Midland Park, New Jersey, 07432:

W I T N E S S E T H :

WHEREAS, both parties to this Agreement are desirous of reaching amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement concerning all terms and conditions of employment;

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

ARTICLE I - RECOGNITION

1. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the laws of 1968 (N.J.S.A. 34:13A-1 et. seq), hereinafter called "the Act".

2. The Township recognizes the Association as the exclusive representative of all non-supervisory employees, as defined by the Act, employed by the Township of Wyckoff for the Road Department for the purpose of collective negotiations with respect to the terms and conditions of employment.

3. The Township will give the Association written notice of the names, addresses, birth date, rate of pay and social security number of any new employees in the bargaining unit hired after the date of this Agreement. The notice shall be given within five (5) working days of the date of hire.

ARTICLE II - BULLETIN BOARD

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

ARTICLE III - STEWARDS

1. The association shall designate one (1) steward and one (1) alternate for the entire bargaining unit.

2. The alternate shall act in the absence of the steward. The term "absence" is defined to mean not present on the job on a specific day.

3. The steward shall have the right to receive and present grievances during normal working hours in accordance with the provisions of this Agreement.

4. The Association will give written notice to the Township of the names of the steward and alternate steward.

ARTICLE IV - GRIEVANCES

1. A "grievance" is hereby defined as any difference or dispute between the Township and any employee covered by this Agreement or between the Township and the Association with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1. The grievant or the steward shall present and discuss the grievance with the Superintendent within two (2) working days of the occurrence of the same. Any grievance not presented within two (2) working days of occurrence is deemed waived. The Superintendent must reply to the grievance within two (2) working days of its presentment to him. If no reply is made within the time provided herein, the aggrieved party may proceed to the next step.

Step 2. If the grievance is not settled at Step 1, it shall be reduced to writing by the grievant or the steward and shall be presented to the Township Administrator and Road Commissioner within ten (10) working days. The Township Administrator and Road Commissioner and the grievant and the steward shall meet within ten (10) working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the Township Administrator and Road Commissioner within ten (10) working days of the failure to settle pursuant to Step 1, is deemed waived. A written acknowledgment of receipt of the grievance shall be given by the Township Administrator and Road Commissioner. The parties shall meet within (10) working days and attempt to settle the grievance. The Township Administrator and Road Commissioner shall provide a written answer to the grievance.

Step 3. If after completion of Step 2 the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between the Association, the aggrieved employee and the person or persons designated by the Township as the Township Grievance Committee for the purpose of settling the grievance. The parties shall try to meet within ten (10) working days of the failure to reach

agreement at the Step 2 level. They may, however, by mutual consent, extend the time to meet. The decision of the Grievance Committee shall be made in writing in a reasonable time considering all the circumstances.

3. Nothing contained in this Article shall limit the right of an employee to process his own grievance within ten (10) days provided, however, the Association shall be notified by the Township of all such grievances, and, further provided that any agreement reached with any such employee shall not violate this Agreement, and further provided the Association shall be advised in writing of the manner in which such grievances are resolved.

ARTICLE V - ARBITRATION

1. If a grievance is not settled pursuant to Article IV, such grievance shall at the request of either the Township or the Association be referred to the Public Employment Relations Commission or the State Board of Mediation for selection of an Arbitrator according to its rules. Such referral must be made within twenty (20) working days of the failure to settle the grievance under Step 3. Failure to refer within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be advisory and non-binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. The arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

ARTICLE VI - MANAGEMENT RIGHTS

1. The Township, its employees, agents and representatives retain the right to:

(a) Carry out its statutory duties utilizing personnel, methods and means in an appropriate and efficient manner.

(b) Manage the employees of the Township or to hire, promote, transfer or assign the employees in positions with the Township.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just 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 and non-productive.

ARTICLE VII - SENIORITY

1. The parties hereto recognize and accept the application of seniority in all cases of lay offs and recalls and scheduling of vacations.

2. The seniority of an employee is defined as the period of full time service as a Township employee beginning on the date of hire and continuing thereafter so long as the employee continues in the employ of the Township.

3. In the event of lay offs and rehiring, the last person hired in the bargaining unit shall be the first to be laid off and the last person laid off shall be the first to be recalled.

4. The Township shall prepare and forward to the Association a seniority list, showing employee's name and the date of hire as a full time employee. Seniority lists shall be updated annually.

5. Employees who were hired under the Emergency Employment Act and who thereafter become permanent employees of the Township shall have seniority measured from the date of hire under the Act.

ARTICLE VIII - LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons.
 - (a) Voluntary quitting.
 - (b) Discharge for just cause.
 - (c) Failure to report for work within five (5) work days after receipt of a telegram or certified letter advising the employee to return to work after having been laid off or failure to report to work no later than five (5) working days following the completion of a leave of absence.
 - (d) Failure to be called back to work for a period of six (6) months after a lay off.

ARTICLE IX - POSTING AND VACANCIES

1. Notice of all new and vacant positions in the Road Department may be given to the chief steward for posting on the Association bulletin board.

ARTICLE X - NEW EMPLOYEES

1. New employees shall serve a six (6) months probationary period when first hired. At the end of this period, if continued employment is recommended by the Superintendent and approved by the Township Committee, he shall be considered a permanent employee.

ARTICLE XI - LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence without pay for a period not to exceed twenty (20) working days. Requests for a leave of absence must be submitted to the Township Administrator and approved by the Township Committee. The Township Committee shall have complete

discretion with respect to the granting or denial of a leave of absence.

2. At the expiration of such leave the employee shall be returned to the position from which he is on leave.

3. Seniority shall be retained and shall accumulate during all unpaid leaves of absence. Benefits shall not accrue during personal leaves of absence, except the Township will continue to pay all premiums for health and medical benefits provided for in this Agreement.

ARTICLE XII - DISCHARGE AND DISCIPLINE

1. An employee may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

(a) Neglect of duty.

(b) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

(c) Incompetency, inefficiency, or incapacity due to mental or physical disability.

(d) Insubordination.

(e) Tardiness.

2. Any discharge, suspension or other discipline may be subject to grievance and advisory non-binding arbitration.

3. Any employee whose grievance has been sustained shall be returned to his former position and may be compensated at his regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.

4. Disciplinary warnings shall be issued by the Department Superintendent in writing to the employee within two (2) working days of the incident giving rise to the warning and a copy shall be given to the Association and Township Administrator by hand delivery for which a receipt shall be given.

ARTICLE XIII - RULES AND REGULATIONS

1. Changes in existing Superintendent rules or regulations or new rules and regulations which concern terms and conditions of employment that are within the scope of bargaining shall be negotiated and agreed upon before being introduced by the Superintendent.

2. Changes in existing Superintendent rules and regulations or new rules and regulations which concern issues that are not within the scope of bargaining but which affect the employees shall be made known to the Association ten (10) days before the same are introduced.

3. Changes in existing Superintendent rules and regulations concerning safety shall take effect immediately without the necessity of the above notice provisions.

ARTICLE XIV - EMERGENCY WORK

1. The Township will continue its past practice of assigning emergency work to employees of the Township.

ARTICLE XV - HOURS OF WORK

1. The work week shall consist of forty (40) hours. The work day shall consist of eight (8) hours per day Monday through Friday exclusive of a thirty (30) minute lunch period.

2. The normal starting time shall be 7:30 A.M. and the normal quitting time shall be 4:00 P.M. However, the Township reserves the right to adjust the starting time when required by seasonal needs. The Township will give seven (7) working days notice of a change in starting time provided an employee may waive this notice provision. In addition, in emergency situations this notice requirement shall be waived.

ARTICLE XVI - REST PERIODS

1. Employees shall receive two (2) rest periods each work day without reduction in pay; one (1) fifteen minute period in mid-morning and one (1) fifteen minute period in mid-afternoon.

ARTICLE XVII - OVERTIME

1. Employees covered by this Agreement are obligated to work overtime when required to do so by the Township. Whenever practical, the Township will give reasonable notice of the need for an employee to work overtime. An employee may be excused from working overtime by the Department Superintendent if there are reasonable grounds and conditions to permit the same.

2. Work performed on Saturday and Sunday shall be compensated for at the rate of time and one half (1-1/2) the regular rate of pay provided he has worked forty (40) hours.

3. Employees will be compensated at one and one half (1-1/2) times the regular rate of pay for authorized hours worked over forty (40) hours in a work week.

4. For the purposes of this Article, hours paid for holidays shall be deemed hours worked, but hours paid for sick leave and vacation shall not be considered hours worked.

ARTICLE XVIII - CALL BACK TIME

1. Any employee who is called back to work after having completed his regularly scheduled work day shall be compensated at one and one half (1-1/2) times his regular rate of pay with a minimum guarantee of one hour of work.

ARTICLE XIX - LONGEVITY PAY

1. In addition to other pay and benefits, each employee shall receive an additional two percent (2%) of his base annual salary for each five years of completed service; up to a maximum of ten percent (10%). The present practice of calculating effective dates for entitlement of longevity benefits shall continue.

2. The said payments for longevity shall be paid on a bi-monthly basis to the employees entitled to same.

ARTICLE XX - VACATIONS

1. Employees covered by this Agreement shall be entitled to vacations as provided in this Article.

2. During 1979 employees shall receive vacations as provided herein below.

3. During the first six (6) months of employment five (5) working days.

4. After the first calendar year of employment and through the tenth year, an employee shall receive ten (10) working days vacation.

5. After the tenth calendar year of employment and through the twentieth year, an employee shall receive fifteen (15) working days vacation.

6. After the twentieth year of employment, an employee shall receive twenty (20) working days vacation.

7. The Township shall post a vacation period and schedule vacation requests based on seniority.

8. An employee who is terminated for just cause or who voluntarily quits during the first calendar year of employment shall forfeit all vacation rights. During subsequent years, if an employee is terminated or voluntarily quits, his vacation benefits shall be prorated.

ARTICLE XXI - HOLIDAYS

1. Employees covered by this Agreement shall receive a day's pay, (8) hours at the regular rate of pay, without working on the following days:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. Holidays which fall on a Saturday or Sunday will be observed on the preceeding Friday or following Monday. In no event shall an employee lose an agreed-upon holiday.

3. An employee required to work on a holiday shall be paid, in addition to the regular rate of pay, one and one half (1-1/2) times his rate of pay. It is expressly agreed that the Township has the right to require any employee to work on a holiday.

4. An employee requested to work on Veteran's Day or Election day because of the leaf pickup program shall take an extra day of vacation and shall be paid at a rate of (1-1/2) times his regular rate of pay.

ARTICLE XXII - SICK LEAVE

1. The past practice of the Township shall be continued. When an employee is absent for three or more consecutive days, acceptable proof as to the nature of the illness shall be submitted to the Superintendent.

2. When an employee has a prolonged illness, it shall be the prerogative of the Township to determine the length of absence with pay, based upon the employees record, years of employment and the nature of his illness.

ARTICLE XXIII - BEREAVEMENT LEAVE

1. Employees upon the death of a member of the immediate family shall be granted leave with pay not to exceed a maximum of three (3) days.

2. A member of the immediate family is defined as a spouse or child, or a parent or a relative who lives in the employee's residence, or a mother-in-law or father-in-law.

3. Bereavement leave will not be deducted from sick leave.

4. An employee must produce proof of death and relationship to obtain the benefits under this Article.

ARTICLE XXIV - JURY LEAVE AND MILITARY LEAVE

1. Employees covered by this Agreement who are ordered to report for jury duty shall be granted a paid leave of absence during the period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular rate of pay for forty hours of work per week and the jury duty pay. Employees will notify the Department Superintendent and Township Administrator within one (1) working day of receipt of a notice.

2. Military leave for employees training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

3. An employee who returns to the Township employment after leaving military service will receive seniority credit for time spent in service. This benefit will not be available to employees who quit their job and volunteer for military duty.

ARTICLE XXV - HEALTH AND WELFARE

1. The health benefits provided prior to the recognition of the Association will be continued, except as expressly otherwise abridged by this Agreement.

2. All existing benefits and Township policies and practices uniformly affecting the health and welfare of all employees covered by this Agreement on the date of the recognition of the Association shall remain in effect during the term of this Agreement, except as expressly otherwise abridged by this Agreement.

3. These benefits include Blue Cross - Blue Shield with a Major Medical Program and Rider J.

ARTICLE XXVI - PAY DURING JOB RELATED INJURIES

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

2. All existing Township policies, practices and benefits uniformly affecting the employees covered by this Agreement prior to the date on which the Association was recognized shall remain in effect during the term of the Agreement, except as expressly abridged by this Agreement.

ARTICLE XXVII - UNIFORMS

1. In addition to uniforms and uniform maintenance provided prior to recognition of the Association, the Township will provide a winter-weight work jacket of a type to be mutually agreed upon. Cleaning and maintenance of said jacket shall be the responsibility of the employee and at his personal expense.

ARTICLE XXVIII - UNSPECIFIED PROVISIONS AND CONDITIONS

1. All conditions or provisions beneficial to either the Township or the employee now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this

Agreement shall remain in effect for the duration of the Agreement unless otherwise mutually agreed in writing. Nothing contained in this Agreement shall be interpreted or applied to eliminate or decrease any benefit provided to the employees which benefit existed prior to the date on which the Association was recognized, except as expressly abridged by this Agreement.

ARTICLE XXIX - SAVINGS CLAUSE

1. It is agreed that if any provision of this Agreement or application thereof to any employee shall be held contrary to law then the remainder of this Agreement and the application of all other provisions shall not be affected thereby and shall remain in full force and effect.

2. If any such provisions are held invalid, the Township and the Association will meet to renegotiate provisions held invalid.

ARTICLE XXX - TERM

1. The term of this Agreement shall be from January 1, 1979 to December 31, 1979. Upon execution it shall have retroactive effect from January 1, 1979 for all terms and conditions of employment unless stated in writing to the contrary.

2. In the absence of written notice given on or before October 1, 1979, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as notice is given prior to the annual expiration date.

ARTICLE XXXI - COMPLETENESS OF 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.

ARTICLE XXXII - NON-DISCRIMINATION

1. There shall be no discrimination by the Township or the Association against any employee on account of race, color, creed, sex, religion or national origin.

2. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.

ARTICLE XXXIII

1. The regular hourly rate of pay is hereby defined as the annual base rate of pay divided by 2,080 hours. The annual base rate of pay shall not include longevity payments due under any other provision of this Agreement.

2. This agreement sets the following rate of yearly base salaries effective January 1, 1979 thru December 31, 1979:

J. Langton (Foreman) at base \$17,600 plus \$750 for responsibility as Foreman-----	\$18,350
H. Blom (Foreman) at base \$17,600 plus \$750 for responsibility as Foreman-----	18,350
S. Kastelfka-----	17,500
G. Roth-----	17,500
H. Kirkenir-----	16,450
D. Mabie-----	14,100
M. Dowling-----	14,100
F. Worth-----	13,900
A. Felix-----	13,050
R. Marchand-----	12,700
J. Ruit-----	10,100
1 Helper (new)-----	9,800

IN WITNESS WHEREOF, the parties here 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.

ATTEST:

TOWNSHIP OF WYCKOFF

Jacob Flaker
JACOB FLAKER, TOWNSHIP CLERK

BY: Henry P. Mc Namara
HENRY P. MC NAMARA, MAYOR

ATTEST:

WYCKOFF ROAD DEPARTMENT
EMPLOYEES ASSOCIATION

BY: Harold G. Blom
Frank W. Worth, Pres.