

AGREEMENT

between:

BOROUGH OF HILLSDALE  
BERGEN COUNTY, NEW JERSEY

HILLSDALE DEPARTMENT OF PUBLIC WORKS

AND

TEAMSTERS LOCAL 945  
585 HAMBURG TURNPIKE  
WAYNE, NEW JERSEY 07470

Dated: January 1, 2009  
Expires: December 31, 2011

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## ARTICLE I PREAMBLE

**THIS AGREEMENT**, entered into this 1<sup>st</sup> day of January 2009, by and between the BOROUGH OF HILLSDALE, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereafter, called the “Borough”, and TEAMSTERS LOCAL 945, hereinafter called the “Union”, represents the complete and final understanding on all bargain able issues between the Borough and the Union.

## ARTICLE II MANAGEMENT RIGHTS

A. The Borough of Hillsdale hereby retains and reserves unto itself, without limitation, 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, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time, be determined by the Borough.
2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department, after advance notice thereof to the employees to require compliance by the employees, is recognized.
3. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.
4. To set rates of pay for temporary, probationary or seasonal employees.
5. To take appropriate disciplinary action against any employee for good and just cause according to law.
6. Nothing contained herein shall prohibit the Borough from contracting out any work
7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
8. **Regular cleaning of the municipal buildings, Borough Hall, fire-house, Train station, library, etc. will no longer be done by members of the Local, but can be done by whatever arrangement the Borough chooses, part-**

**timers,**

**Contractors, etc. However, if the Borough deems it necessary, these employees may be assigned such cleaning tasks on a temporary basis.**

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq., or any other national, state county or local laws or regulations.

### **ARTICLE III MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby 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 members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be entitled the Borough to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges (if previously granted).
2. Termination of employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps and may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

E. The Borough agrees not to engage in a lockout.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the Department.

C. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive methods 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 or the Union shall institute action under the provisions hereof within ten (10) work days after the event giving rise to the grievance has occurred after the aggrieved should have reasonably known of the event, or whichever occurs later, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) workdays shall be deemed to constitute an abandonment of the grievance.

##### **STEP TWO:**

If no agreement can be reached orally within five (5) workdays of the initial discussion with the Public Works Superintendent, or his/her designee, the employee or the Union may present the grievance in writing within five (5) workdays thereafter to the of Public Works Superintendent, or his/her designee, or his/her designated representative.

The written grievance of this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this Contract violated, and the remedy requested by the grievant. The Public Works Superintendent, or his/her designee or his/her designated representative will answer the grievance in writing within five (5) working days of the receipt of the written grievance.

##### **STEP THREE:**

If the Union wishes to appeal the decision of the Public Works Superintendent, such appeal shall be presented in writing to the Borough Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the

submission.

STEP FOUR:

If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Borough Council within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond in writing, to the grievant within thirty (30) days of the submission.

STEP FIVE:

ARBITRATION:

- a) If the grievance has not been resolved at Step 4, the within thirty (30) days from determination by the Borough, the Union may submit the grievance to arbitration.
- b) The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedure of the Public Employment Relations Commission of the State of New Jersey. Simultaneously, with application to the Public Employment Relation (P.E.R.C.) The Union will send notice to the Employer of its application for arbitration.
- c) Only matters pertaining to the application and/or interpretation of the provision of this Agreement may be brought to arbitration. Disciplinary actions are arbitral provided; the provisions of Article XVII do not cover such employee.
- d) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- e) The decision of the Arbitrator shall be binding upon the Employer and the Union/Employee.
- f) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- g) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- h) Upon prior notice and authorization of the DPW Superintendent, one designated Union Representative shall be permitted as a member of the

grievance to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein, during work hours of employees, without loss of pay, provided the conduct of said business does not require the recall of off-duty employees. Such requests shall not be arbitrarily denied.

- i) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits preceding hereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If the decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

#### **ARTICLE V SALARIES**

**As stated in Resolution 09 – 20, the Mayor is authorized to execute this Agreement which as shown on Appendix “A” increases salaries for 2009 by (3.75%) effective January 1, 2009: (3.75%), effective January 1, 2010: (3.75%), effective January 1, 2011.**

#### **ARTICLE VI OVERTIME/HOURS OF WORK**

A. Overtime shall be paid for all work performed in excess of the standard work week, at the rate of one and one-half (1 - ½ x) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above. New employees will be hired at the minimum salary as per the schedule attached to this Agreement and be advanced one step per year for five (5) years until reaching the maximum base salary for their respective position.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granted overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be computed and payment made on the basis of time actually worked.

D. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee and the approval of the DPW Superintendent. Compensatory time shall be arranged to be taken within one hundred eighty (180) days thereof. Whenever the

employee shall choose compensatory time off, he shall be entitled to one hour for each hour worked in excess of his normal hourly workweek.

Whenever an employee chooses to receive compensation for overtime worked, such compensation is to be computed at the rate of one and one-half (1-1/2 x) times his standard hourly rate for each hour worked in excess of the normal hourly workweek.

E. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime during non-scheduled periods, when, in the sole discretion of the Superintendent, an emergency exists.

F. All employees in the DPW Department shall work from 7:00 am to 3:10 pm, with no afternoon break.

## ARTICLE VII VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of:

1. Five (5) working days after the completion of one (1) year of service.
2. Ten (10) working days after the completion of two (2) years up to and including ten (10) years of service.
3. Fifteen (15) working days after completion of ten (10) years of service.
4. **Sixteen (16) working days after completion of twelve (12) years of service.**
5. **Seventeen (17) working days after completion of fourteen (14) years of service.**
6. **Eighteen (18) working days after completion of sixteen (16) years of service.**
7. **Nineteen (19) working days after completion of eighteen (18) years of service.**
8. **Twenty (20) working days after completion of twenty (20) years of service.**

B. Employees hired prior to January 1, 1996 shall earn vacation leave as follows:

1. Fourteen (14) working days during the year in which eight (8) years of service is completed up to and including nine (9) years of service.
2. Seventeen (17) working days vacation during the year in which ten



(10) years of service is completed and up to and included fourteen (14) years of service.

3. Twenty-two (22) working days vacation during the year in which fifteen (15) years of service is completed and up to and including nineteen (19) years of service.
4. Employees hired before January 1, 1996, who have earned annual vacation leave greater than twenty-two days (22) per year shall continue to enjoy vacation at the same rate as enjoyed in 1996.
5. Employees currently on layoff from prior service with the Borough shall have the same schedule for earning annual vacation leave as set forth in paragraph 10, except that upon recall and rehire such employee shall no diminution in the annual vacation leave to which he/she was entitled at the time of layoff.

C. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Borough Administrator, except that if an employee has his/her vacation canceled in whole or in part by the Borough, the required approval for accumulation of that vacation time in the subsequent years shall be deemed granted.

D. Vacation shall be granted during the period of April 1<sup>st</sup> to November 1<sup>st</sup> for each calendar year. Vacation during other months of the calendar year will be permitted at the discretion of the Department Head. Such requests shall not be arbitrarily denied.

E. Vacation dates for individual employees shall be granted at the discretion of the Department Head with due regard for the wishes and needs of the employee and he needs of the Department. The Department Head shall not arbitrarily deny vacation requests.

F. Vacation dates shall be allocated according to the individual division of the Department. Employees with the greatest seniority within a division shall be given preference to the assignment of vacation periods.

G. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interests of the Department. All requests for vacation shall be submitted in writing by April 1<sup>st</sup> of the calendar year in which the vacation is to be taken. If vacation is not scheduled by April 1<sup>st</sup>, allocation of vacation leave will be made on a first-come-first-served basis, rather than on the basis of seniority. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the department. The Department Head shall not arbitrarily deny such request.

H. When an employee requests permission to use an individual vacation day or part thereof, such request will be granted at the discretion of the Department Head. Such

request shall not be arbitrarily denied. The April 1<sup>st</sup> notice procedure does not apply here.

### **ARTICLE VIII SICK LEAVE**

A. Sick leave is hereby defined to mean absence from post of duty because of illness, accident or exposure to a contagious disease requiring isolation.

B. All employees with more than one (1) year of service shall be eligible for twelve (12) sick days per year. Absences on a day immediately preceding or following regular days off or a holiday may be charged as two (2) days absence in the event that such employees has engaged in such an absence without prior permission in the preceding twelve (12) months or the DPW Superintendent has just cause to believe such absence was not in good faith.

C. An employee with less than one (1) year of service may use up to three (3) vacation days as sick leave, should the need arise. Not more than one-third (1/3) of an employee's vacation leave may be used as sick leave. Vacation leave may be used after the first day of illness, if approved by the Public Works Superintendent, upon verification of illness by a physician.

D. An employee who has been absent on sick leave for two (2) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

E. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send a Borough physician to examine the employee and to report on the condition to the Department Head. The Borough physician must notify the employee that he is going to examine the employee and produce documentation authorizing his to make the examination. The Borough will not send a physician to examine an employee until the employee is absent more than two (2) days except when an employee exhibits a pattern of sick leave absences (i.e. Mondays or Fridays). In the event that an employee is physically able to report to the office of the Borough Physician for an examination during a period of sick leave, the Borough shall be entitled to require the employee to so report, rather than to send the physician to examine the employee.

F. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the employee at weekly or bi-weekly periods, from the attending physician and/or a Borough medical physician. 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.

G. The rules, which follow, apply to the payment of salaries during periods of illness or disability of regular, permanent full-time employees. Permanent part-time, employees

are not entitled compensation for such absences.

H. No employee shall be allowed to work and endanger the health and well being of other employees, and if the employee's condition warrants, the employee may be directed to take sick leave. The Superintendent may direct the employee to the Borough Physician for an opinion as to the eligibility of the employee to be absent from work.

I. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.
2. When, in the option of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.
3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
4. When an employee does not report to the Borough physician

J. The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability of illness, or of the fitness of the employee to return to duty, shall be considered by the Borough Administrator or his designee. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.

K. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

L. Sick leave shall not be allowed for such things as ordinary dental care, or for any other professional service that may be normally scheduled within the employee's regular off time. Sick leave for elective medical treatment may be granted upon submission of evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

M. If any employee is absent from work for reasons that entitle him to sick leave the Superintendent, or his designated representative shall be notified as early as possible, but no later than one-half (1/2) hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and

does not notify his Department Head or some other responsible representative of the Borough on any of the first two (2) days, will be subject to dismissal, absent extenuating circumstances.

N. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

O. Employees who retire within the meaning of P.E.R.C. with 25 years of service shall be entitled to payment for all sick leave days accumulated prior to January 1, 1990. Alternatively, sick days accumulated prior to January 1, 1990, may be used in lieu of current year sick leave earnings, but may then not be replaced. Sick leave accrued after January 1, 1990, may be used in case of extended illness, after current year's sick leave has been exhausted. Sick leave accrued after January 1, 1990, shall have no cash value at termination.

P. Employees are entitled to use three (3) sick days yearly as personal days; notice of three (3) days must be given to the Borough. The Borough may refuse a request for a personal day if there is a bona fide manpower shortage, inclement weather or other such emergency. Three (3) days notice is not required if the employee has a personal emergency.

Q. At the end of each year, employees shall be entitled to be paid for up to nine (9) unused sick days, either accumulated during that year or during prior years. In the event that an employee is paid for such days accumulated during that year, if the employee thereafter suffers a major illness, which requires utilization of more **thither** employee's remaining accumulated sick days, the employee shall be permitted to utilize the sick days for which the employee was paid. In the event that an employee is paid for sick days accumulated in prior years (rather than the year in which they were accumulated), the employee shall forfeit any right to thereafter utilize those sick days.

R. No employee, while on sick leave from the Borough, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever for remuneration or not for remuneration.

S. The Borough will supply Disability Insurance of which each employee will be deducted one-half (1/2%) percent of the regular work week.

#### **ARTICLE IX FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up and including the day of the funeral, but in no event shall said leave exceed two (2) days.

B. The "immediate family" shall include only spouse, child, mother, father, mother-in-law, father-in-law father, brother and sister.

- C. Reasonable verification of the event may be required by the Borough.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.
- E. An employee may make a request of the DPW Superintendent or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the DPW Superintendent or his/her designated representative, for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off.

### **ARTICLE X INSURANCE**

- A. The Borough will provide medical coverage to all new hires after sixty (60) days of employment. Effective January 1, 1999, the borough health plan shall be a Preferred Provided Plan, with the employee also able to select a Health Maintenance Plan or an indemnity plan. The plan shall include Pre-Certification Review, Mandatory Second Surgical Opinion, High Risk Pregnancy Case Management, and Managed Mental Health Care provisions. The employee shall be responsible for additional cost of any plan which is greater than the Borough's cost for the Preferred Provide Plan.
- B. The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially equivalent similar benefits are provided.
- C. The Borough shall notify the Union sixty (60) days in advance of any medical insurance changes, such as carriers or the institution of a self-insurance program.
- D. The Borough shall provide said hospitalization and major medical policy at its sole expense, for employees who retire after January 1, 1990, under the following conditions:
  - 1. Should the retired employee take another job, which is normally provided medical benefits by the new employer, the retired employee must enroll in the health plan of the new employer and will not be eligible for coverage under the Borough's health plan. Should the retired employee subsequently leave the new job and not have health benefits coverage by any employer other than the Borough, he may rejoin the Borough's health plan.
  - 2. Regular service retirement.
  - 3. Disability retirement.
  - 4. To the survivors of an employee killed in the line of duty, until spouse remarries or otherwise receives health benefits and until dependents no longer qualify as dependents or otherwise receive health benefits.
  - 5. The borough agrees that employees covered by this agreement as of January 20, 1999 will provide Health Insurance upon retirement, but those hired after January 20, 1999 will not be provided Health Insurance upon retirement.

**E. Effective January 1, 2009, Employees shall contribute \$20.00 per pay period (bi-weekly) towards the cost of medical coverage. This amount shall increase during the term of this agreement to \$21.00 per pay period effective January 1, 2010 and \$22.00 per pay period effective January 1, 2011. Retirees shall not be required to make any contribution towards the cost of the medical coverage.**

## **ARTICLE XI HOLIDAYS**

A. The holiday schedule shall be as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving
11. Friday after Thanksgiving
12. Christmas
13. Two (2) floating Holiday at employee's option

B. If an employee is on a leave of absence or has an unexcused the day before or after the holiday, the employee is not eligible to receive holiday pay. With the approval of the DPW Superintendent, any holidays, which occur during a vacation, will be added to the vacation period. The employee must work the day before and the day after in order to be paid except if the employee is on sick or vacation leave.

C. If an employee performs any work on a Sunday, he/she shall be paid at double-time rates or if any employee performs any work on a holiday, he/she shall receive one (1) day's pay for the holiday and double (2x) times for each hour worked, which computes to triple (3x) time pay.

## **ARTICLE XII JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight hours) and the jury fee, subject to the following conditions:

1. The employee must notify his DPW Superintendent immediately upon receipt of a summons for jury.

2. The employee has not voluntarily sought jury duty service.
3. The employee is attending jury duty during vacation and/or other time off from Borough employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock (12:00) Noon, that employee will be required to return to work by one o'clock (1:00) that day in order to receive pay for that day.

### **ARTICLE XIII MILITARY LEAVE**

The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statues.

### **ARTICLE XIV LEAVE OF ABSENCE**

A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting, in writing, all facts bearing on the request to his supervisor, who will append his recommendations and forward said request to the Borough Council. The Borough Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence are part of the absence if the employee is not available for work.

B. If leave is granted, the employee will be entitled to his old position provided he is capable of performing the work.

### **ARTICLE XV CHECK OFF**

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52-14-15, 9e, as amended.

B. A check-off shall commence for each employee upon completion of his/her probation period who signs an authorization card, supplied by the Union, and verified by the Borough Clerk or his designee, during the month following the filing of such card with the Borough

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (3) days prior

to the effective date of such changes and shall furnish to the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deductions.

D. The Union will provide the necessary “check-off authorization” forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk or his/her designee.

E. Any such written authorization may be withdrawn at any time by filing notice of such withdrawal with the Borough Clerk or his/her designee. The filing of such notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15, as amended.

F. 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 and submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union, and signed by the President of the Union advising of such changed deduction.

#### **ARTICLE XVI DISCRIMINATION AND COERCION**

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee’s membership or non-membership or activity or non-activity in the Union.

#### **ARTICLE XVII PROBATIONARY PERIOD**

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

B. The Borough will not use this provision for the purpose of evading any other benefit that an employee is entitled to under this Agreement.

#### **ARTICLE XVIII UNIFORMS**



The Borough agrees to provide uniforms for all employees covered by this Agreement at no cost to the employee. It is also agreed that the employees will be allowed a maximum of \$200.00 per year for footwear provided the employee submits receipts for purchases.

**ARTICLE XIX STANDBY**

Employees on stand-by shall receive weekly stand-by pay with a two (2) hour minimum call-out at the stand-by rate of \$200.00 per week.

**ARTICLE XX LONGEVITY**

A. In 1996, in addition to salaries, employees shall receive longevity pay, calculated as a percentage of the base salary, as follows:

<u>Upon completion of</u>	<u>Through completion of</u>	
4 years of service	7 years of service	1.5%
8 years of service	10 years of service	3.0%
11 years of service	13 years of service	4.5%
14 years of service	16 years of service	6.0%
17 years of service	19 years of service	7.5%
20 years of service	22 years of service	9.0%
23 years of service	Employment	10.5%

B. In 1997 longevity payments earned in 1996, or to be earned through March 31, 1997, shall be wrapped into base pay on January 1, 1997. As of January 1, 1997, longevity pay shall cease to exist.

**ARTICLE XXI BULLETIN BOARDS**

A. The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities, and concerning other appropriate notices with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the Borough Administrator with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization.

**ARTICLE XXII PERSONNEL FILES**

A. Established personnel files are confidential records, which shall be maintained under the direction of the Borough Clerk or his/her designee.

B. Employees covered under this Agreement may review any written evaluation reports or written complaints, which may be contained in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.

D. The Borough shall supply to each employee on or about July 1<sup>st</sup> and December 31<sup>st</sup> of each year a written statement of accumulated and used sick leave and vacation time and any disciplinary actions taken during that period.

### **ARTICLE XXIII HEALTH AND SAFETY**

Any DPW employees who are to pick up dead animals will be provided with a safety mask, throwaway gloves, plastic bags and disinfectant. They will not be required to enter a resident's home as all dead animals must be wrapped by the resident in box or bag and placed on the curb.

### **ARTICLE XXIV MISCELLANEOUS**

A. The Union Steward shall receive copies of all bulletin sent to members of the bargaining unit. The Union will inform the Borough of the identity of the Union Steward after each Shop Steward election.

B. All reference to years in this agreement shall mean anniversary year.

### **ARTICLE XXV WORK RESPONSIBILITIES**

A. The Employer recognized that certain kinds of work are normally performed by members of the bargaining unit.

B. Supervisors, not including foremen, shall not ordinarily perform bargaining unit work except for purposes of training, supervision, emergency or for minor, infrequent occurrences, which shall not normally deprive unit members of overtime opportunities.

### **ARTICLE XXVI WORK IN HIGHER GRADE**

A. If an employee is assigned or directed to perform the duties of a foreman or is assigned in writing by the Borough Administrator or his designee to perform the duties of the Superintendent, the employee shall receive the difference between his/her hourly rate of pay and that of the higher wage job for all the time during which the higher wage job assignment is made or being performed.

### **ARTICLE XXVII SENIORITY**

A. Seniority shall be defined as the employee's length of continuous service with the Department of Public Works (DPW). A leave of absence pursuant to Article XIV shall not be deemed to be an interruption of service.

- B. Vacation and overtime selection shall be determined by DPW seniority.
- C. Overtime shall be administered as follows:
1. Overtime shall first be offered to the stand-by man or men designated pursuant to Article XIX of this Agreement.
  2. Overtime shall next be offered in order of seniority, as defined by this article.
  3. **Notwithstanding the foregoing provisions, overtime may first be offered to an Employee who has been involved in a particular job, task or operation on a particular day, or for an ongoing period of time, in the judgment of the Borough, his/her knowledge, experience and involvement would be of a benefit to the Borough in the completion of the particular job, task or operation. In such event, the Employee offered such overtime may still refuse the same, in which case the overtime shall be administered in accordance with the above provisions.**
- D. Layoffs shall take place by inverse order of seniority within a Division. Laid off employees shall have the right to bump across Division lines by exercising DPW seniority, provided they are qualified to perform the work of the bumped employee.
- E. The laid off employee may exercise the DPW seniority against only the junior employee in another Division.
- F. Recalls, shall be made by DPW seniority, the most senior qualified employee being recalled first. Employees will be eligible for recall up to a maximum of one (1) year from the date of layoff.

### **ARTICLE XXVIII SUMMARY DISCIPLINARY ACTION**

The Borough and the Union agree that certain behavior by an employee is so egregious that discipline of such actions may warrant deviation from progressive discipline. Such offenses are:

- A. Over Insubordination
- B. Theft of Borough equipment or property
- C. Intentional misuse or destruction of Borough equipment or property
- D. Drinking on the job or bringing alcohol onto Borough property
- E. Commission of a criminal offense while on duty

Disciplinary action taken as a result of such offense shall be subject to the arbitration procedure.

## **ARTICLE XXIX SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXX FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE XXXI UNION SECURITY**

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall, in strict accordance with the applicable provisions of the Labor Management Relations Act of 1947, as amended, remain members in good standing and those who are not members on the execution date of this Agreement or the effective date, whichever is later, shall, on or after their thirtieth (30<sup>th</sup>) day worked following said become and remain members in good standing in the Union.

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its execution of effective date, whichever is later, shall, on or after that employment become and remain members in good standing in the Union. The Employer shall not retain in employment any person unless he or she is or becomes a member of the Union as hereinbefore set forth, provided that Union Membership was available to such employee on the same terms and conditions generally available to other members, and upon notification by the Union that any such employee is not a member in good standing and that Union membership was available to such employee on the same terms and conditions generally available to other members, shall discharge said employee.

In the event of any change of law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible. No provision of this Section shall apply in any State to the extent that it may be prohibited by State Law. If, under applicable State Law additional requirements must be met before any provision may become effective, such additional requirements shall first be met. If any provision of this Section is invalid under the law of any State where this Agreement is executed, such provision shall be deemed modified to

comply with the requirements with State Law.

B. Upon written notice by the Union by Certified Mail, return receipt requested, that any employee has failed to become or remain a member in good standing as required above and the Union membership was available to such employee on the same terms and conditions generally available to other members, the Employer shall suspend such employee for a twenty-four (24) hour period to afford the employee the opportunity to obtain or retain good standing, failing which, said employee will be discharged forthwith.

Should a grievance against the Employer alleging failure to comply with a provision of this Section is resolved through arbitration; the prevailing party shall be reimbursed by the losing party for reasonable legal fees and attendant cost incurred.

**ARTICLE XXXII TERM OF CONTRACT**

This Agreement shall be effective from January 1, 2009, and shall remain in effect to and including December 31, 2011 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seal at the Borough of Hillsdale, New Jersey, on this \_\_\_\_ day of \_\_\_\_\_, 2008.

BOROUGH OF HILLSDALE

TEAMSTERS LOCAL NO. 945

By: \_\_\_\_\_  
John Sapanara  
Mayor

\_\_\_\_\_  
David Baumann  
Secretary-Treasurer

Attest: \_\_\_\_\_  
Robert P. Sandt  
Borough Clerk

\_\_\_\_\_  
Steven Hult  
Shop Steward

Attest: \_\_\_\_\_  
Harold Karns  
Borough Administrator