

**AGREEMENT**

**BETWEEN**

**BOROUGH OF EMERSON  
EMERSON, NEW JERSEY**

**AND**

**LOCAL 945 TEAMSTERS  
WAYNE, NEW JERSEY**

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**JANUARY 1, 2004 THROUGH DECEMBER 31, 2006**

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**Law Offices of**

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**PREAMBLE**

THIS AGREEMENT entered into a three (3) year contract on this 19<sup>th</sup> day of September and expires December 31, 2006 at 12:01 a.m. by and between

**THE BOROUGH OF EMERSON,**

whose principle office is at Municipal Place, in the town of Emerson in the County of Bergen, of the State of New Jersey, hereinafter called the “**Borough**”,

**and LOCAL 945 TEAMSTERS,**

affiliated with the International Brotherhood of Teamsters, local at 585 Hamburg Turnpike, Wayne, New Jersey, hereinafter called the “**Union**”.

## **ARTICLE I**

### **RECOGNITION**

The Borough hereby recognizes the Union as the exclusive collective negotiations representatives of all employees of the Department of Municipal Services of the Borough, hereinafter called 'DMS', except for the Superintendent of said Department.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Borough hereby retains and reserves unto itself, the powers to exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in the R.S. 40A:1-1 et seq. or by any other national state, county or local laws or regulations, and the constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of this agreement between the Borough and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the Borough.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

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 of the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the union.

c) All reference in this Agreement to the male gender are used for convenience only and shall be construed to include both male and female employees.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

a) The Borough agrees that it will not enter into collective negotiations agreement with any organization other than with Local 945 Teamsters with regard to the employees covered in Article 1, Recognition, so long as it continues to represent such employees

b) The union shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions. All members, however, shall be bound by the terms and conditions of the Agreement.

c) The Union business agent and/or his representatives previously designated by the Union shall be admitted on the premises of the Borough on Union business, and can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment.

d) The Union may designate two (2) employee representatives who shall be the Shop Steward, who can raise with the Borough any questions concerning the enforcement and applicability of this Agreement, and all terms and conditions of employment. The Union shall furnish the Borough in writing within 30 days of the date of the signing of this Agreement the names of the representatives and notify the Borough of any changes within 30 days after said change is made.

e) The aforementioned employee representative will be granted time off without loss of regular pay during working hours to present a member with a grievance in accordance with the Grievance Procedure.



## **ARTICLE V**

### **DUES CHECK OFF**

a) The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employee individually and voluntarily authorized the Borough to deduct, and promptly transmit to the Union a check in the amount of deductions so made. Such deduction shall be made from each payment of Union members, commencing with the first paycheck paid. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9C.

b) If during the life of this Agreement there should be any change in the rate of membership dues, the Association shall furnish to the Borough written notice fifteen (15) days prior to the effective date of such change.

c) The union will provide the necessary "check-off authorization" form and the union will secure the signatures of its members on the forms and deliver the signed forms to the Borough.

d) Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of membership dues for the regular membership year. The Borough will deduct from each paycheck paid, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union. If during the life of this Agreement there shall be any change in the rates of membership dues, the Association shall furnish to the Borough written notice fifteen (15) days prior to the effective date of such change.

e) After thirty-one (31) days a newly hired employee will join the Union and remain a member in good standing.

f) The Union shall indemnify, defend and save the Borough harmless against any

and all claims, demands, suits or other forms of liability which shall rise or by reason of the action taken by the Borough and reliance upon the salary deduction authorization cards that is furnished 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 change deduction.

## **ARTICLE VI**

### **PROBATIONARY PERIOD**

All employees hired during the term of this Agreement shall serve a probationary period of ninety (90) working days. During this probationary period, the Borough reserves the right to terminate a probationary employee.

## ARTICLE VII

### SENIORITY

a) **SENIORITY** – Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Municipal Services.

During the terms of office of any officer of the Union or steward, such officer or steward shall be placed at the head of the seniority list during the term of his/her office.

b) **SENIORITY LIST** – A seniority list shall be made available to the Union twice a year – January 1 and July 1 – showing the date of hire or last date of hire of all employees in the bargaining unit.

c) Aside from promotional preference Seniority shall prevail in all matters where a preference may be established, such as, without limiting the generality of the foregoing, economic layoff and recall and vacation choices. The persons or person last hired shall have the last preference.

d) Any employee shall on the day worked immediately following the successful completion of probationary period be considered to have seniority as of the date of hire.

## **ARTICLE VIII**

### **DISCIPLINE**

a) The Mayor and Council may lay off an employee for purpose of efficiency, economy or other valid reasons requiring a reduction of the number of employees in the Department. In the administration of this Article, a basic principle shall be that discipline should be corrective rather than punitive.

b) Except as set forth in paragraph "A", such permanent employees of the DMS appointed for an indefinite term shall not be removable from office or position or disciplined without just cause and until written charge or charges of the cause or causes of complaint shall have been preferred against him signed by the person or persons making such charge or charges and filed with the Mayor or Council of the Borough of Emerson.

A temporary employee may be removed from office with or without cause and shall not be entitled to the hearing procedure as set forth aforesaid.

c) Any one of the following reasons shall be cause for the suspension, fine, demotion, removal or such other disposition as is deemed appropriate, although these dispositions may be made for sufficient cause other than those listed:

1. Neglect of Duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Under the influence of or the consumption of alcohol while on duty
6. Chronic or excessive absenteeism
7. Disorderly or immoral conduct

8. Willful, violation of any of the provisions of any of the rules, regulations, statutes or ordinances relating to the employment of public employees.
9. Conviction of any criminal act or offense
10. Negligence of or willful damage to public property or waste of public supplies.
11. Conduct unbecoming an employee in public employment.
12. The use of or the attempt to use one's authority or political action of any person in public employment or engaging in any form of political activity during working hours.

d) Any employee who is absent from duty for five (5) consecutive business days without notice and approval of the superintendent of the Department of Municipal Services of the reason for such absence and the time the employee expects to return, or fails to report to duty within five (5) business days after the expiration of any authorized leave, shall be held to have resigned the position.

e) In the event any charges are brought against an employee, pursuant to Section C, hereof, the employee may, prior to any determination of said charges, submit his resignation and upon acceptance thereof by the Mayor and council, all disciplinary proceedings against him shall terminate.

f) In all matters where disciplinary action is contemplated, the Borough shall supply forthwith the employee and the Union office with the charges of any written documentation submitted from which the charges are drawn.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

a) **PURPOSE**

- 1 The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provisions of this Agreement, or the rules, regulatory policies, orders or practices of the Borough which affect terms and conditions of employment, or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the DPW.

b) **DEFINITION**

The term “grievance” as used herein means any controversy arising over the interpretation, application or enforcement for any provision of this Agreement or the negotiable rules, negotiable regulations, negotiable policies, negotiable orders or negotiable practices of the Borough which affect the terms and conditions of employment, or involve disciplinary matters, by an individual or the Union on behalf of any individual or group of individuals

c) **STEPS OF THE GRIEVANCE PROCEDURE**

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

waived by mutual consent:

**STEP ONE:**

a) An aggrieved employee or the Union shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance by filing a written grievance with the immediate Supervisor of the aggrieved employee and the Borough.

b) The immediate Supervisor shall render a written decision within ten (10) days after receipt of the grievance.

**STEP TWO:**

a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the immediate supervisor, the matter may be submitted in writing to the appropriate Commissioner of the Department of the Municipal Services.

b) The appropriate Commissioner of the Department of Municipal Services shall review the matter and make a written determination within ten (10) days from the receipt of the grievance.

**STEP THREE**

a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the determination of the appropriate Commissioner of the Department of Municipal Services, the matter may be submitted in writing to the Mayor and Council of the Borough of Emerson.

b) The Mayor and Council of the Borough of Emerson shall review the matter and make a written determination within twenty (20) days from the receipt of the grievance.



#### **STEP FOUR ARBITRATION**

a) If the grievance is not settled through Step One and Two, the Union may refer the matter to the American Arbitration Association within ten (10) days after determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.

b) The arbitrator shall be bound by the provisions of this Agreement and past practice, and restricted to the application of the facts present to him involved in the grievance. The decision of the arbitrator shall be binding, and shall be rendered not later than thirty (30) days from the date of closing the hearing.

c) The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

## **ARTICLE X**

### **WORK IN HIGHER RANK**

When an employee at the direction of the superintendent performs the duties of a higher paid position for any duration, said employee shall receive the pay of that higher position in which he is working for the duration of time he is working in the higher pay position. When an employee involuntarily performs the duties of a lower paid position for any duration, said employee shall receive the pay of the higher paying of the two (2) positions for the duration of time he is working in that lower paid position will be paid at the rate of the lower paid position.

## ARTICLE XI

### SALARIES & HOURS OF WORK

a) Salaries, wages and Overtime compensation for employees of the Department of Municipal Services of the Borough of Emerson for the contract years as follows:

1. Effective January 1, 2004 each employee of the DMS covered by this Agreement shall receive retroactive back to January 1, 2004 a three point five percent (3.5%) increase.
2. Effective January 1, 2005 each employee of the DMS shall receive a three point five percent (3.5%) wage increase.
3. Effective January 1, 2006 each employee of the DMS shall receive a three point five percent (3.5%) wage increase.
4. An employee who commences employment shall be on Step one and shall remain on same until the anniversary date of employment. Anniversary date is defined as the date said employee begins employment with the Department of Municipal Services as a full time employee.

b) All full time permanent employees of the DMS shall be paid overtime in the following manner:

One and one-half (1 - 1/2) times their hourly rate up to the first eight (8) hours after forty (40) hours. All hours of over time after forty-eight (48) hours shall be paid a double time pay. The work week defined as follows: **from 12:01 a.m. Sunday to 11:59 p.m. Saturday.**

c) Emergency part time or temporary employees shall be paid at the rate of eight dollars (\$8.00) per hour. (Effective November 1, 2005 \$10.00). Part time or other temporary help shall also be paid at the rate of eight dollars (\$8.00) per hour. (Effective November 1, 2005

\$10.00). The Assistant Custodian shall be paid at the rate of eight dollars (\$8.00) per hour. (Effective November 1, 2005 \$10.00). A part time or temporary employee shall be an employee who is an hourly wage earner as opposed to a full time who is paid on the basis of an annual salary.

d) Any employee of the Department of Municipal Service who is called on for emergency work in addition to his regular working shift, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employees hourly rate,

e) Emergency Weather Call Out:

An emergency is deemed to exist under the following circumstances: Notification of a weather emergency, as defined by **the National Weather Bureau, broadcast over local television and radio stations, including forecasts of a hurricane, blizzard, snow storm predicting more than 3” of snow, and/or rain with severe flooding. All members will receive beepers and batteries paid for by the Borough. In the event of any emergency, beepers must be activated until the emergency passes. The Emerson Police Department shall beep employees as deemed necessary during this time.**

## SALARIES

### ROAD DEPARTMENT

	<u>1/1/2003</u>	<u>3.5%</u> <u>1/1/2004</u>	<u>3.5%</u> <u>1/1/2005</u>	<u>11/1/2005*</u>	<u>3.5%</u> <u>1/1/2006</u>
Step 1	33,100.22	34,259.00	35,458.00	40,458.00	41,874.00
Step 2	35,912.38	37,169.00	38,470.00	43,470.00	44,992.00
Step 3	37,946.28	39,274.00	40,649.00	45,649.00	47,246.00
Step 4	39,980.22	41,379.00	42,828.00	47,828.00	49,501.00
Step 5	42,014.06	43,485.00	45,007.00	50,007.00	51,757.00
Step 6	44,048.91	45,590.00	47,185.00	52,185.00	54,012.00

**\*Adjustment in exchange for medical insurance change.**

**SEWER & UTILITY**

Effective Date	<u>1/1/2003</u>	<u>3.5%</u> <u>1/1/2004</u>	<u>3.5%</u> <u>1/1/2005</u>	<u>11/1/2005*</u>	<u>3.5%</u> <u>1/1/2006</u>
Step 1	37,262.16	38,566.00	39,916.00	44,916.00	46,489.00
Step 2	39,398.13	40,778.00	42,205.00	47,205.00	48,858.00
Step 3	41,533.34	42,987.00	44,492.00	49,492.00	51,224.00
Step 4	45,804.48	47,408.00	49,068.00	54,068.00	55,960.00
Step 5	49,668.94	51,407.00	53,207.00	58,207.00	60,244.00

\* Adjustment in exchange for medical insurance change.

**BOROUGH MECHANIC/LEAD PERSON**

Effective Date	<u>1/1/2003</u>	<u>3.5%</u> <u>1/1/2004</u>	<u>3.5%</u> <u>1/1/2005</u>	<u>11/1/2005*</u>	<u>3.5%</u> <u>1/1/2006</u>
Step 1	38,566.55	39,917.00	41,314.00	46,314.00	47,935.00
Step 2	41,253.56	42,697.00	44,192.00	49,192.00	50,914.00
Step 3	43,813.49	45,347.00	46,934.00	51,934.00	53,752.00
Step 4	46,436.75	48,062.00	49,744.00	54,744.00	56,660.00
Step 5	49,126.52	50,846.00	52,626.00	57,626.00	59,643.00

\* Adjustment in exchange for medical insurance change.

**ARTICLE XI SALARIES (CONTD.)**

**LONGEVITY**

f) At the expiration of four (4) years service, each full time employee of the Borough who is on active status or terminal leave, shall receive an additional one (1%) percent of annual compensation after nine (9) years of service, two (2%) percent of annual compensation; thereafter for each additional three (3) years of service, one (1%) percent of annual compensation will be added up to the length of eight (8%) percent after twenty-seven (27) years of service. Said additional compensation shall be computed and paid on the basis of the

current salary per annum of each such employee of the Borough. Said additional compensation shall be paid yearly in the first week of November.

## **ARTICLE XII**

### **MEDICAL AND DENTAL**

Coverage begins on the first day of the month following employment,

a) It is agreed that the borough shall maintain the current Medical Plan including Dental and Life insurance (\$15,000.). Should the Borough elect to change carriers the new policy coverage must be equal to or better than what is currently in effect under the same terms and conditions.

b) Full time employment for the purpose of this Article shall mean employees who work a minimum of thirty-five (35) to forty (40) hours per week through the year, excepting vacations, holidays and sick leave.

c) Effective November 1, 2005 the medical insurance plan shall be modified to the Patriot V Plan or the Aetna Choice Open Access Plan.

## ARTICLE XIII

### HOLIDAYS

a) Full time employees of the Department of Municipal Services shall be entitled to thirteen (13) paid holidays each year. These holidays are: **New year's Eve (1/2 Day), New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve (1/2 Day) and Christmas Day.** When any of the above holidays fall on a Sunday it will be observed by the Borough employees on the following day (Monday). When any of the above holidays fall on a Saturday, it will be observed by the Borough employees on the preceding day (Friday). Employees on an annual salary basis who are required to work on any of these holidays will receive compensatory time or payment at the rate of two (2) hours for each hour worked. In addition thereto, each employee of the Department of Municipal Services shall be entitled to an additional holiday anytime there is a Presidential election.

b) It is understood that an employee will not be paid for a holiday if he fails to report for work the day before the holiday and/or the day after the holiday, unless the employee's failure to report to work the day before the holiday and/or the day after the holiday is taken as a vacation day or a sick day accompanied by a doctor's note; in which case the employee will receive pay for the holiday. Each employee of the Department of Municipal Services shall also be entitled to an additional four (4) hours off on the day before Christmas Day and on the day before New Year's Day. Employees on an annual salary basis who are required to work on these four (4) hours before Christmas Day and New Year's Day will receive compensatory time or payment at the rate of two (2) hours for each hour worked.



## ARTICLE XIV

### VACATIONS

The vacation schedule of full time employees of the Department of Municipal Services shall be as follows:

- |    |   |                        |
|----|---|------------------------|
| a) | After six (6) consecutive months as a full-time employee-one (1) day for each month to a maximum of six (6) days. |                        |
| b) | In the second (2 <sup>nd</sup> ) year of employment   | Ten (10) days          |
| c) | In the third (3 <sup>rd</sup> ) year of employment  | Eleven (11) days       |
| d) | In the fourth (4 <sup>th</sup> ) year of employment   | Twelve (12) days       |
| e) | In the fifth (5 <sup>th</sup> ) year of employment  | Fifteen (15) days      |
| f) | In the sixth (6 <sup>th</sup> ) year of employment  | Sixteen (16) days      |
| g) | In the seventh (7 <sup>th</sup> ) year of employment  | Seventeen (17) days    |
| h) | In the eighth (8 <sup>th</sup> ) year of employment   | Eighteen (18) days     |
| i) | In the ninth (9 <sup>th</sup> ) year of employment  | Nineteen (19) days     |
| j) | In the tenth (10 <sup>th</sup> ) year of employment   | Twenty (20) days       |
| k) | In the eleventh (11 <sup>th</sup> ) year of employment  | Twenty-one (21) days   |
| l) | In the twelfth (12 <sup>th</sup> ) year of employment   | Twenty-two (22) days   |
| m) | In the thirteenth (13 <sup>th</sup> ) year of employment  | Twenty-three (23) days |
| n) | In the fourteenth (14 <sup>th</sup> ) year of employment  | Twenty-four (24) days  |
| o) | In the fifteenth (15 <sup>th</sup> ) year of employment and thereafter  | Twenty-five (25) days  |

All employees who are employees as of the date of the within contract, shall remain in the old vacation schedule. It is also agreed that no more than two (2) employees of the department of Municipal Services shall be permitted to take vacation a any one time. Vacations will be allowed according to seniority.

## **ARTICLE XV**

### **SICK LEAVE**

For each calendar year of continuous service beginning with the first day after the completion of the employee's probationary period, sick leave at the rate of fifteen (15) days per annum, accumulative to a maximum of one hundred-twenty (120) days from year to year, but not in excess thereof. Employees may take one (1) personal day off per year in lieu of one (1) sick day. Employees shall not receive any paid sick days during their probationary period. The right to sick leave shall accrue on a prorated basis over the entire year. If an employee is absent due to illness for three (3) or more consecutive days, he may be required by the Council member in charge of the Department of Municipal Services, to submit a doctor's certificate explaining the nature of the illness and confirming the employee's inability to perform his normal duties.

Employees may take one personal day in lieu of one sick day.

## **ARTICLE XVI**

### **UNIFORM ALLOWANCE**

All members of the DMS covered by this Agreement shall receive each year of the contract two hundred seventy five dollars (\$275.00) for the purchase of work shoes. Payment to be made April 1<sup>st</sup> of each year of this Agreement.

All employees must have six (6) months employment with the DMS to receive this benefit.

b) Each member of the DMS, covered by this Agreement shall receive three hundred dollars (\$300.00), uniform cleaning allowance for each year of this Agreement, payment to be made April 1<sup>st</sup> of each year of this Agreement.

## **ARTICLE XVII**

### **EQUIPMENT**

All equipment utilized by employees of the Department of Municipal Services must meet all State and Federal regulations.

## ARTICLE XVIII

### AGENCY SHOP AGREEMENT

a) **REPRESENTATION FEE:** The Borough agrees to deduct the fair share fee from the earnings of these employees who elect not to become a member of the Union. At the present time, it is agreed by and between the parties to this Agreement that 85% of the Union dues of an employee represents a fair share fee. However, both parties understand that a fair share assessment notice may be furnished to the Borough by the New Jersey Public Employment Relations Commission, and in the event, that percentage will control.

b) **PAYMENT OF FEE:** Payment of the fee shall be made in the same manner at the same time of payment of the Union dues, and shall be retroactive to January 1, 1997.

c) **MISCELLANEOUS:** The Union shall hold harmless, 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 fair share fee information furnished by the Union, or its representatives.

## **ARTICLE XIX**

### **MAINTENANCE OF WORK OPERATIONS**

a) During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement, but shall not be liable for unauthorized action of employees covered by this Agreement.

b) No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

c) These Agreements are not intended to limit the freedom of speech of the Union or its members.

## **ARTICLE XX**

### **PERSONNEL FILES**

a) Established personnel files are confidential records which shall be maintained under the direction of the DPW Commissioner or his 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) Access to personnel files shall be limited to the employee concerned (or his designee) the Mayor, Council, legal counsel, Superintendent of the Department, Foreman of the Department and the Borough Administrator. Business agents will have access to personnel files with the consent and approval of the grievant.

## **ARTICLE XXI**

### **FUNERAL LEAVE**

a) In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days leave without loss of pay.

b) Immediate family shall be defined as the employee's spouse, children, parents, brother, sister, mother-in-law or father-in-law, one set per employee member, (Mother-in-law and Father-in-law).

c) In the event of the death of a grandmother or grandfather, the employee shall be granted one (1) day leave without loss of pay.

d) Such bereavement is in addition to any holiday, day vacation leave or compensatory time falling within the time of bereavement.

e) Any extension of absence under this Article, is at the option of the Employer and shall not be unreasonably withheld and can be charged available holiday or vacation time or be taken without pay for a reasonable period.



## **ARTICLE XXII**

### **SUBCONTRACTING**

The Employer prior to issuance of any contract, the purpose of which is to subcontract bargaining work unit, which does or may result in layoff of members of the unit, agrees to notify the Union sufficiently in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Union may present Union sufficiently in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Union may present suggestions or discussions to try to avoid layoff.

## **ARTICLE XXIII**

### **MILITARY LEAVE**

Military leave for officers serving or training with the National Guard or the Armed Forces of the United States will be granted in accordance with Federal and State Laws applying to such cases.

## **ARTICLE XXIV**

### **BULLETIN BOARDS**

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 the unit. Each Union notice to be posted shall be sent to the DPW Commissioner 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 XXV**

**SEPARABILITY AND SAVINGS**

a) 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 provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXVI**

### **FULLY BARGAINED**

This agreement represents complete and final understanding by the parties on all negotiable issues between the Borough and the Union. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement or whether or not within the knowledge or contemplation of both of the parties at the time they negotiated to sign this agreement.

## **ARTICLE XXVII**

### **DURATION**

This Agreement shall be in full force and effect as of the date of the signing and shall remain in effect to and including December 31, 2006 at 12:01 am. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, of its desire to terminate, modify or amend this Agreement. Such notice shall be given no sooner than one hundred thirty five (135) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the  
Borough of Emerson, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

LOCAL 945  
BY:

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF EMERSON  
BY:

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

Borough Clerk