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COLLECTIVE BARGAINING AGREEMENT

3-0143

STORAGE

between

THE BOROUGH OF PARAMUS AND
TEAMSTERS LOCAL 97 OF NEW JERSEY

Beragen

DATED NOVEMBER 1978

Dept. of Public Works

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1/1/78 - 12/31/80

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THE BOROUGH OF PARAMUS

AND

TEAMSTER LOCAL 97 OF NEW JERSEY

This Agreement made on the 29th day of November 1978

by and between the Borough of Paramus a Municipal Corporation of the State of New Jersey hereinafter called "the Borough" and Teamsters Local No. 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called "the Union," with its principal place of business at 853 Mount Prospect Avenue, Newark, N. J.

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 Borough recognizes the Union as the exclusive representative of all permanent blue collar, non-supervisory employees in the

Department of Public Works, including Sanitation Division and Shade Tree Commission and Recreation Commission of the Borough of Paramus, County of Bergen, State of New Jersey, for the purpose of collective negotiations with respect to the terms and conditions of employment.

2. 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 (NJSA 34:13A-1 et. seq.) and they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission as they exist on the date of this Agreement.

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

CHECKOFF

1. The Borough agrees to deduct from the pay of each employee covered by this Agreement who signs a written authorization payroll deduction card, a sum certified in writing by the Secretary-Treasurer of the Union to be uniform union dues or initiation fees where applicable.

2. The payroll deduction card shall be in a form agreed upon by the Borough and the Union and shall be irrevocable for the length of this Agreement.

3. The payroll deduction card shall be filed with the Borough

and shall become effective on the first pay period of the first month after it has been filed.

4. The deductions shall be made from the first pay period of the month and said deductions shall be mailed within five (5) working days to the Secretary-Treasurer of the Union together with a list of the names of employees from whose pay such deductions have been made.

5. The Borough shall have no responsibility for collection of initiation fees or membership dues not in accordance with this Agreement.

6. The Borough's remittance will be deemed correct if the Union does not give written notice to the Borough within eight (8) calendar weeks after receipt of the same, of its belief, with reasons therefor, that the remittance is incorrect.

7. The Union agrees to indemnify and save the Borough harmless from any claims or actions growing out of these deductions and commenced by any employee against the Borough and the Union assumes full responsibility for the disposition of the funds so deducted upon the receipt of the same.

ARTICLE II

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union stewards or their alternates on Borough premises to discuss Union business provided such visits do not interfere with Borough business.

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

ARTICLE III

STEWARDS

1. The Borough and Union agree that the Union shall designate one (1) chief steward for the entire bargaining unit and one (1) alternate steward from the Sanitation Division, Sewer Division, Road and Mechanical Division and Shade Tree Division.

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

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

4. The designated stewards shall suffer no loss of pay for time taken during working hours to settle grievances when, in the opinion of the supervisor, the grievance requires immediate attention.

5. The Union negotiating team will be given full pay for time spent in contract negotiations with Borough officials or its designated representatives during regular working hours. No more than five (5) employees of the Borough shall be on the Union negotiation team. It is agreed that the parties need not negotiate during regular working hours and that they will negotiate at such times and places that are mutually convenient.

6. The Union will give the Borough a written list of all stewards and alternates and notify the Borough of any changes within 2 working days.

ARTICLE IV

GRIEVANCES

1. A "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement 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 aggrieved employee or the chief steward shall present and discuss the grievance with his immediate supervisor 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 immediate supervisor must reply to the grievance within two (2) working days of its presentment to him.

Step 2. If the grievance is not settled at Step 1 it shall be reduced to writing by the aggrieved party within two (2) working days of the reply from the supervisor. One copy shall be given to both a Councilman designated by the Borough and the head of the department involved. The department head and the chief steward shall meet within two (2) working days of the receipt of the written grievance to attempt to settle the grievance. They shall complete this step within five (5) days of their initial meeting. Any grievance not reduced to writing and presented to the department head and the Councilman within two (2) working days of

the failure to settle pursuant to Step 1 is deemed waived. A written receipt will be given by the Borough.

Step 3. Within three (3) working days after an unsatisfactory decision under Step 2, such decision may be appealed to the Mayor and Council. First the Council Commissioner together with the Council Committee for the employees covered by this Agreement and the Borough Administrative Assistant shall act as hearing officers and make recommendations to the Mayor and Council for the appropriate action to be taken. An appeal may then be taken to the Mayor and Council and shall be in writing and shall set forth the facts related thereto, each specific issue with which the union disagrees with the decisions at Step 2 and the action requested to be taken by the Mayor and Council. In the event an appeal is not timely filed in writing with the Mayor and Council the decision at Step 2 shall be final and the matter shall be considered closed. The time to file may be extended only by written consent of all parties. Within five (5) working days after the appeal has been filed with the Mayor and Council a hearing shall be held with the union and the Mayor and Council and the Mayor and Council shall thereafter communicate its decision in writing to the union in a reasonable period of time.

3. Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the Union shall be notified by the Borough of all such situations and shall have the right to be present during the same, and, further provided that any

agreement reached with any such employee shall not violate this Agreement.

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

5. All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included hereinafter. This provision is subject to the laws of the State of New Jersey.

ARTICLE V

ARBITRATION

1. If a grievance is not settled pursuant to Article IV such grievance shall at the request of the Borough or the Union be referred to the State Board of Mediation for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed 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 final and 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.

4. It is expressly agreed that the following are not subject to arbitration:

(a) All managerial rights and prerogatives as defined by the laws of the State of New Jersey.

ARTICLE VI

MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establish work rules.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable 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. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of lay-offs and recalls and vacations. In each such case, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. Following an appointment to a full-time position of employment, employees shall be probationary employees for a three (3) month period. The Borough, upon written notice to the Union, may in its discretion, extend the probationary period for an additional three (3) months when in its judgment such extension is required. However, it shall not be the policy of the Borough to routinely extend the probationary period. An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

3. An employee who has completed the probationary period shall receive any increases to which he may be entitled but there shall be no retroactivity.

4. The seniority of an employee is defined as the length of full-time service as a Borough employee dating back to his first date of hire.

5. In the event of lay-offs and rehiring, the last person hired shall be the first to be laid off and the last person laid off shall be the first person to be recalled in accordance with his seniority, provided the more senior employee is able to do the available work in a satisfactory manner.

6. The Borough shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists

shall be updated quarterly and shall be posted on the Union bulletin board, showing employee's name, classification and seniority date.

ARTICLE VIII

POSTING AND VACANCIES

1. All new and vacant positions in the Department of Public Works, Sanitation Division and Shade Tree Commission and Recreation Commission shall be given to the chief steward for posting on the Union bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the department head and to the designated Councilman for consideration.

2. It shall be the policy of the Borough to fill vacancies from within the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference.

3. The Union may contest the Borough's determination as to the ability, training, education, experience and personal fitness for the position of an employee to perform the work pursuant to the grievance procedure.

ARTICLE IX

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons.

(a) Voluntary quitting. A voluntary quitting shall mean failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence.

(b) Discharge for just cause.

(c) Failure to report for work within twenty-four (24) hours [when called back after a lay-off] after receipt of a telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to be excusable.

(d) Failure to be called back to work for a period of twelve (12) months after a lay-off, unless a greater period of time is established by mutual agreement between the Borough and the Union.

(e) Additional but not exclusive reasons for loss of seniority are set forth in Section 14.3 of the Ordinance #72-12 which is incorporated herein as if set forth at length.

ARTICLE X

LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence without pay for a period not to exceed thirty (30) days.
2. A leave of absence may be renewed upon request of the employee for reasons of personal illness, disability, or other reasons deemed proper by the Borough.
3. The Borough reserves the right not to grant a request for a leave of absence and further reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of 5 working days. However, requests for leaves of absence will not be unreasonably denied.
4. All decisions of the Borough regarding leaves of absence shall be discretionary, subject to grievance.
5. At the expiration of such leave the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.
6. Seniority shall be retained and shall accumulate during all personal leaves of absence. All other benefits shall not accrue during personal leaves of absence.
7. In cases of illness not covered by Workman's Compensation, the Borough will grant an additional leave of absence without pay up to ninety (90) days beyond accumulated sick leave upon presentation by

the employee of sufficient medical evidence of the illness satisfactory to the Borough. In accordance with the Department of Treasury, Division of Pensions, the employee shall pay hospitalization premiums for three (3) months.

8. Any employee who is on a leave of absence for more than ninety (90) days and is then terminated and subsequently applies for rehire within one (1) year of his anniversary date of termination shall be given first preference if he is physically able to perform the job.

ARTICLE XI

DISCHARGE & DISCIPLINE

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

(a) Neglect of duty or tardiness.

(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 or serious breach of discipline.

(e) Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances in violation of Title 24 or being intoxicated while on duty.

(f) Violation of departmental rules and regulations.

(g) Violation of the Borough code of ethics.

(h) Commission of a criminal act.

(i) Participation in political activity prohibited, as defined in Section 15 of Borough Ordinance #72-12 which is incorporated herein as if set forth at length.

(j) Engaging in an illegal work stoppage.

(k) Conduct unbecoming a public employee.

2. Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration. Letters of reprimand or verbal warnings shall be subject to grievance but not to arbitration.

3. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Borough in writing within two (2) working days of the disciplinary action.

4. Any employee whose appeal 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.

5. Disciplinary warnings shall be issued in writing to the employee and a copy shall be given to the Union.

ARTICLE XII

RULES & REGULATIONS

1. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established. Scheduling of hours of work is subject to grievance.

ARTICLE XIII

DIVISION OF WORK

1. Foremen or other supervisors not covered by this Agreement shall perform work as required of them. Foremen or other supervisors outside the bargaining unit shall not be used to perform emergency work which is customarily performed by employees covered by this Agreement unless special circumstances require otherwise.

2. Assignment of foremen or other superiors by the Borough shall be subject to grievance.

3. An employee who is assigned by the Borough to perform the duties of and act in the place of a foreman or supervisor when the foreman or supervisor is on vacation shall receive an additional seven and one half (7 ½) percent of his base rate of pay as compensation during the period he is so assigned.

ARTICLE XIV

HOURS OF WORK

1. Any full-time employee who commences work in any regular work week established by the Borough shall be guaranteed forty (40) hours of work and forty (40) hours of pay provided however that the employee is available for work at all times during the work week.

2. Any employee transferred for a "temporary period" to a job for which the rate of pay is lower than his regular base pay shall continue to receive his regular rate of pay. Temporary period shall mean no more than thirty (30) days.

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

4. The normal starting time shall be between 7 - 8 AM and the normal quitting time shall be between 3:30 - 4:30 PM. However, the Borough reserves the right to fix the starting time as early as 6 AM when required.

5. Employees who are required by the Borough to perform seasonal work and to start before 6 AM shall work only seven (7) hours but shall get paid for eight (8) hours at the regular rate of pay.

6. The Borough shall be entitled to have some future employees assigned to Tuesday through Saturday inclusive as the basic work week

Nothing shall prevent a present employee from voluntarily accepting a Tuesday through Saturday basic work week. If any present

employees become affected by a Tuesday through Saturday work week then the Borough will negotiate with the Union on this item.

7. Nothing contained in this Article shall prohibit the Borough from operating the Sanitation Division and the employees assigned thereto on an incentive plan which will complete assigned routes irrespective of hours worked. Provisions of paragraphs No. 3, 4, & 5 shall not apply to the Sanitation Division.

8. The normal starting time for the Sanitation Division is between 5:30 - 6:30 a.m. On Monday, Tuesday, Thursday and Friday, 6:30 a.m. and on Wednesday, 5:30 a.m. No change shall be made without prior notice and consultation with the Union.

9. Any change from the aforesaid normal starting hours shall be made only by negotiations between the parties.

10. Nothing contained in this agreement shall prevent the Borough from hiring personnel for the Shade Tree Division after January 1, to a work week which begins 2:30 - 3:30 p.m. and ends at 10:30 - 11:30 p.m. Employees so hired shall not be used to adversely affect the standby and callback provisions of this Agreement. Personnel hired to work these hours shall receive the regular rate of pay for their job title.

ARTICLE XV

REST PERIODS

1. All employees shall receive two (2) rest periods each day without deduction in pay; one (1) fifteen (15) minute period in mid-morning and one (1) fifteen (15) minute period in mid-afternoon.

2. When an employee has worked without interruption for two (2) hours beyond his regularly scheduled eight (8) hours, he shall receive one half (1/2) hour off with pay at the regular rate of pay if he is required to return to work after the rest period.

3. Notwithstanding the provisions of paragraph 2 of this Article, drivers performing emergency snow plowing work for more than four (4) consecutive hours beyond the regularly scheduled eight (8) hours in a day may take a rest period of one (1) hour with pay at time and one half after the fourth consecutive hour, if they are required to return to work immediately thereafter. In addition, in each four (4) hour period of such emergency snow removal work a ten-minute coffee break may be taken. The driver shall not return to the garage for this break. Coffee and light refreshments will be provided by the Borough. The Borough and the Union will meet as required to discuss methods of providing hot coffee and light refreshments. The Borough agrees to utilize all blue collar workers during snow emergencies. The Borough agrees to discuss feasibility of garage backup during snow season and starting time for sanitation and mechanics on duty.

4. Meal allowances during snow emergency:

(a) Breakfast \$2.75

(b) Lunch \$3.00

(c) Dinner \$5.00

ARTICLE XVI

OVERTIME

1. It is mutually agreed that the employees covered by this Agreement are obligated to work overtime when required to do so by the Borough. The Borough whenever practical will give reasonable notice of the need for an employee to work overtime.

An employee may be excused from working overtime if there is reasonable and compelling reason. Assignment of overtime shall be based on seniority within job classifications on a rotational basis. This provision is subject to grievance procedure.

2. All work performed on Saturday and Sunday shall be compensated for at the rate of time and one half the regular rate of pay except that newly hired employees who may be assigned to a Tuesday through Saturday work week or an employee voluntarily accepting a Tuesday through Saturday work week will be compensated at his regular rate of pay for work performed on Saturday.

3. Employees will be compensated at one and one half (1 ½) times the regular rate of pay for management approved hours worked over forty (40) hours in a work week or over eight (8) hours in a day. There shall be no compensation for unauthorized hours.

4. The parties acknowledge that they have negotiated the issue of regularly scheduled overtime on Saturday and Sunday for Sewer Division employees and acknowledge that the Borough is under no obligation to schedule such overtime. However, this provision shall not prevent the Borough from scheduling such overtime. The Union shall receive notice of any change with respect to this issue.

ARTICLE XVII

CALL IN PAY

1. Any employee who, in the absence of advance notice given him prior to the end of his previous regular work day, reports for his regular scheduled work day shall be guaranteed four (4) hours work or four (4) hours pay at the regular rate of pay.

CALL BACK TIME

1. Any employee who is called back to work after having completed his regular scheduled work day shall be compensated at time and one half his regular rate of pay with a minimum guarantee of three (3) hours of work.

2. An employee called into work early due to an emergency three (3) or more hours prior to the regular starting time will be compensated at one and one half (1 1/2) times his regular rate of pay with a guarantee of three (3) hours of work. If called in less than three (3) hours prior to the regular starting time he shall be compensated at one and one half (1 1/2) times the regular rate for the hours between the call in and the regular starting time.

ARTICLE XVIII

STAND BY PAY

1. The employees covered by this Agreement are required to be available for stand by duty between 4:30 p.m. on Friday to 4:30 p.m. the following Friday when the Borough deems it necessary. The Borough will draw up a schedule of stand by work.

2. The Borough will compensate men assigned to stand by duty at the rate of thirty (\$30.00) dollars per week.

3. If employees assigned to stand by duty are called in to work, they will be compensated at the rate of one and one-half times the regular pay with a minimum of three (3) hours work guaranteed.

4. The Borough guarantees that two (2) employees will be assigned to stand by duty in each week.

5. If an employee assigned to stand by duty is not available when called on a particular day, he will forfeit the stand by pay for that day. If an employee is not available for duty he shall give telephone notice to the Borough. If the employee does not give notice and if the Borough can not find a substitute, then the entire stand by pay shall be forfeited.

6. An employee called out while on stand by duty will complete a form the content of which will be agreed upon by the Borough and the Union.

7. A mechanic assigned to stand by during a snow emergency will receive stand by pay at the rate of 1/7 the weekly stand by rate for each day he is so assigned.

ARTICLE XIX

WAGES

1. Annexed hereto and made a part hereof as Appendix "A" is the pay scale for 1978, 1979 and 1980. Also annexed hereto and made a part hereof as Appendix "B" is a list of job titles covered by this agreement and the pay grades assigned to the job titles.

All employees covered by this agreement shall be assigned a job title, a pay grade and a step within the pay grade.

Annexed hereto as Appendix "C" and made a part hereof are the names of all employees covered by this agreement as of the date hereof, their job titles, their pay grades and steps assigned to each, and their regular rates of pay for 1978, 1979 and 1980.

2. New employees hired during the term of this agreement will be assigned appropriate job titles, pay grades, steps and regular rates of pay. The Borough may hold back one (1) week's pay from all employees hired after the date of this agreement. The Borough shall inform the employee that it will hold back said pay when the job is offered to him.

3. Nothing contained in this Article shall be construed to limit management's right to assign a newly hired employee a step higher than "A". The Union shall be given reasons and notice when this is done.

4. Neither the provisions of this Article nor the contents of appendices "A", "B", and "C" shall create any guarantee of continued employment for any individual employee or group of employees nor shall the provisions of this Article limit the provisions of Article VI.

5. Employees hired under the Comprehensive Employment Training Act during 1978, 1979 and 1980 shall receive a salary as shall be determined by the Borough in accordance with the provisions of said Act. In no event shall such employees receive more than any employee covered herein who has the same job title and pay grade.

6. Each individual employee who was not in Step E in 1977 will receive a supplemental increment up to \$200.00 a year until his salary reaches the 1977 Step E Base Salary. Said compensation shall be on an annual basis and shall be payable bi-weekly, except as otherwise provided herein. All other compensation shall be payable bi-weekly.

a) For 1978 there shall be a salary increase of six (6%) percent over each employees' salary of the previous year as per attached schedule.

b) For 1979 there shall be a salary increase of six (6%) percent over each employees' salary of the previous year, as per attached schedule.

c) For 1980 there shall be a salary increase of six (6%) percent over each employees' salary of the previous year, as per attached schedule.

ARTICLE XX

LONGEVITY PAY

Effective January 1, 1975 each covered employee shall receive in addition to his regular rate of pay, "longevity pay" as set forth herein below:

(a) Beginning on the first day of the calendar year during which the equivalent of five (5) years of full-time service shall have been completed, an additional two (2.0) percent of his regular rate of pay.

(b) On the first day of the calendar year of hire succeeding the fifth (5th) year of employment, an additional four tenths (0.4) percent of his regular rate of pay.

(c) The maximum longevity pay shall be ten (10.0) percent of the regular rate of pay.

ARTICLE XXI

VACATIONS

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

2. An employee hired prior to March 31 shall earn five (5) working days vacation in the first calendar year of hire.

An employee hired after March 31 shall earn one (1) working day of vacation for every two (2) months of employment in the first calendar year of hire.

At their mutual discretion the Borough and the employee may agree that the employee will work the vacation days earned and receive compensation at the regular rate in lieu thereof.

3. In the second through fifth calendar years of employment an employee shall earn ten (10) working days vacation.

4. In the sixth through fourteenth calendar years of employment an employee shall earn fifteen (15) working days vacation.

5. In the fifteenth calendar year of employment and thereafter an employee shall earn twenty (20) working days vacation.

6. Generally vacations shall not be taken during the period November 15 to April 15. However, employees of the Shade Tree Division may take vacations during that period. Requests from other employees for vacation time during that period will be reviewed and acted upon subject to needs of the Borough. The decision of the Borough is subject to grievance and arbitration.

7. 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 pro-rated.

ARTICLE XXII

HOLIDAYS

1. Except as modified by Section #5, each full time employee covered by this Agreement shall receive his regular day's pay, eight (8) hours at straight time, without working on the following days:

New Years Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Veterans Day and ^{King's Birthday.} Martin Luther/

2. Holidays which fall on a Saturday or Sunday may be observed on the preceding Friday or following Monday as mutually agreed by the parties or as established by the state or federal government. In no event shall an employee lose an agreed-upon holiday.

3. Except as modified by Section #5, an employee required to work on a holiday shall be paid for the day at the rate of two and one-half (2 1/2) times his rate of pay. It is expressly agreed that the Borough has the right to require any employee to work a holiday or not to work any men on a holiday.

4. It is agreed that the Borough has a right to demand that an employee who does not work on his regular work day preceding or following a holiday may be required to produce substantive evidence that he was ill including a Doctor's certificate. If the employee does not produce such evidence then the Borough has the right not to pay the employee for the holiday or to take other appropriate disciplinary action.

5. Employees of the Sanitation Division shall work on the five (5) holidays listed below and shall be paid two (2) times their rate of pay for the days worked.

Memorial Day, July 4th, Labor Day, Veterans Day, the day after Thanksgiving.

6. Each permanent employee shall be entitled to one (1) personal day per year commencing 1979. Utilization of said personal day shall be granted with reasonable notice given to the respective department head.

7. Application of this Article is subject to grievance procedure.

ARTICLE XXIII

SICK LEAVE

1. Each permanent employee shall be allowed sick leave with full pay at the rate of $1\frac{1}{4}$ days per month to employment. All unused sick leave shall accumulate to the employee's credit from month to month and from year to year and each employee shall be entitled to such accumulated sick leave if and when needed.

(a) New employees for their first year of employment shall be granted sick leave with pay at the rate of $1\frac{1}{4}$ days for each completed calendar month worked.

(b) Any employee may be discharged, suspended or otherwise disciplined for the abuse of such leave as:

(i) pattern of Monday/Friday absences

(ii) pattern of one day absences per month.

2. An employee absent on sick leave for three (3) days shall submit acceptable medical evidence substantiating the illness if requested by the Borough. This provision shall not affect Article XXII, Section 4.

3. The Borough reserves the right not to pay the employee when evidence of sickness or injury is insufficient.

4. Any employee who is laid off, who retires or who is separated from the service of the Borough due to a job-related injury shall be compensated in cash for the monetary value of one half the accumulated sick leave accrued to his credit at the time of separation. In the event of death, compensation will be made to his estate.

BEREAVEMENT LEAVE

1. Every permanent full-time employee upon the death of a member of the immediate family shall be granted leave with pay not

to exceed a maximum of five (5) days from the date of death to the day after interment.

2. A member of the immediate family is defined in Section 9.1 of Ordinance No. 72-12 and said section is incorporated by reference as though set forth at length herein.

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

4. In the event of more than one (1) death in a family per year, additional bereavement leave will be granted.

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

ARTICLE XXIV

JURY & MILITARY LEAVE

1. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay.

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 Borough employment after leaving military service will receive seniority credit for time spent in service.

ARTICLE XXV

HEALTH & WELFARE

1. It is mutually agreed that the present Borough policy as to health benefits will be continued and that the employees covered by this Agreement shall receive such future benefits as may be provided to other Borough employees.

In no case shall there be a diminution of present benefits.

2. Any and all existing benefits, policies and practices uniformly affecting all employees covered by this Agreement on the date of the execution thereof shall remain in effect.

3. The Borough may approve an educational program for an employee covered by this Agreement and the Borough may pay for the tuition incurred by such program.

4. The Borough will not pay the employee for his time spent in such a program.

5. The Borough may require an employee to give instruction to co-workers during working hours or prepare a written report or to comply with the terms of Section 16 of Ordinance #72-12 which are incorporated herein by reference as though set forth at length.

6. If the Borough has paid tuition for any approved educational program and the employee does not satisfactorily complete the course the employee shall reimburse the Borough unless the reason for failure to complete the course is not his fault.

ARTICLE XXVI

SAFETY & UNIFORMS

1. The Borough agrees that it will comply with all provisions of the Occupational & Safety Health Act (OSHA) applicable to the Borough and will comply with all provisions of state law which are applicable to the Borough.

2. The Union agrees that employees covered by this Agreement shall return to the Borough all equipment, uniforms, tools and other Borough property which are issued to them. It is further agreed that if an employee fails to return the aforementioned items, the Borough shall have the right to withhold the value of the same from any pay due to the employee.

3. A Union representative and a representative of the Borough will meet to discuss safety conditions upon reasonable notice from either party.

4. In lieu of providing work shoes the Borough will annually provide each employee covered by this Agreement with \$35.00 in the first week of January and \$35.00 in the first week of July. Every employee shall be required to thereafter provide himself with safety shoes or safety boots acceptable to the Borough and shall be required to wear the same during working hours. The Borough may require that the safety shoes and safety boots have steel inserts. If the amount received is insufficient to purchase a safety shoe or safety boot required by the Borough, then the Borough and the Union will meet to ascertain the additional amount needed which shall then be paid to the individual employee.

ARTICLE XXVII

PAY DURING JOB RELATED INJURIES

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

2. Section 8.5 of Borough Ordinance #72-12 is incorporated herein as if fully set forth at length.

ARTICLE XXVIII

UNSPECIFIED PROVISIONS & CONDITIONS

1. All conditions or provisions beneficial to the Borough or the employees 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 mutually agreed otherwise by the Borough and the Union.

ARTICLE XXIX

SAVINGS CLAUSE

1. It is agreed that if any provision of this Agreement or application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement or application of such provisions shall not be affected thereby.

2. If any such provisions are held invalid the Borough and the Union will meet to negotiate changes so required.

ARTICLE XXX

TERM

1. The term of this Agreement shall be from January 1, 1978 to December 31, 1980. Upon execution it shall have retroactive effect from January 1, 1978.

2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the other of its intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as sixty (60) days 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 matter which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

ARTICLE XXXII

NO STRIKE - NO LOCKOUT

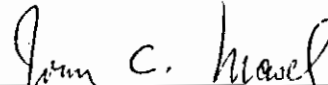
1. Neither the Union nor any of its members shall engage in any job action, strike, work stoppage, sit down, slowdown, sick call action, picketing (before, during or after working hours) boycott or any other interference with the operations of the Borough during the term of the Agreement. The Union agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and in the event any of such acts take place by an employee the Union agrees it will use its best efforts to cause an immediate cessation thereof.

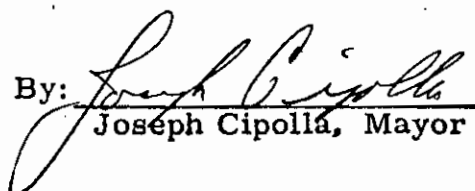
2. The Borough will not engage in any lock out of employees covered by this Agreement during the term of the Agreement.

IN WITNESS WHEREOF, the parties herein 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.

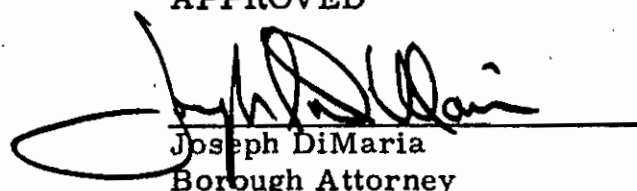
ATTEST:

BOROUGH OF PARAMUS


~~JOAN MASSEL~~ Borough Clerk
JOAN MASSEL

By: 
Joseph Cipolla, Mayor

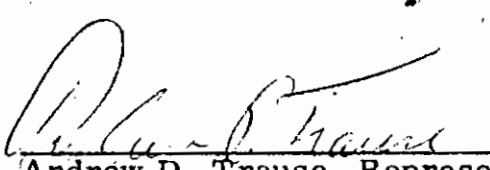
APPROVED


Joseph DiMaria
Borough Attorney

ATTEST:

Teamsters Local No. 97
of New Jersey affiliated with
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers
of America

Thomas Donahue, Secretary-Treasurer

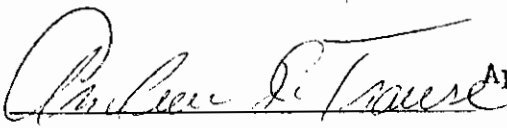

Andrew D. Trause, Representative


Arnold H. Ross, President

JOB TITLES AND PAY GRADES

<u>Job Titles</u>	<u>Grade</u>	<u>1979 Base Salary</u>	<u>Supplemental Increment</u>
Public Works Maintainer I	A	\$ 8,953	\$ 200
	B	9,477	200
	C	10,011	200
	D	10,930	
	E	11,586	
Public Works Maintainer II	A	9,477	200
	B	10,168	200
	C	11,014	200
	D	12,047	
	E	12,770	
Equipment Operator I	A	9,157	200
	B	9,694	200
	C	10,499	200
	D	11,473	
	E	12,161	
Equipment Operator II	A	10,568	200
	B	11,189	200
	C	12,123	200
	D	13,271	
	E	14,081	
Auto Mechanic	A	11,085	200
	B	11,737	200
	C	12,718	200
	D	13,857	
	E	14,786	
Parks Maintainer I	A	8,953	200
	B	9,477	200
	C	10,011	200
	D	10,930	
	E	11,586	
Parks Maintainer II	A	9,477	200
	B	10,168	200
	C	11,014	200
	D	12,047	
	E	12,770	
Tree Trimmer	A	8,953	200
	B	9,477	200
	C	10,011	200
	D	10,930	
	E	11,586	

Revised and agreed to
April 10, 1979



Appendices A & B & C

Andrew Trause, Teamsters Local 97

Continued.....

<u>Job Titles</u>	<u>Grade</u>	<u>1979 Base Salary</u>	<u>Supplemental Increment</u>
Tree Climber	A	\$ 10,074	\$ 200
	B	10,666	200
	C	11,555	200
	D	12,650	
	E	13,410	
Custodial Laborer	A	8,711	200
	B	8,812	200
	C	9,503	200
	D	10,373	
	E	11,306	
Sewer Maintainer I	A	9,604	200
	B	10,168	200
	C	11,014	200
	D	12,047	
	E	12,770	
Sewer Maintainer II	A	10,168	200
	B	10,666	200
	C	11,555	200
	D	12,650	
	E	13,410	
Sanitation Worker I	E	12,355	
Sanitation Worker II	E	13,603	

BOROUGH OF PARAMUS

SEWER

<u>Name</u>	<u>Job Title</u>	<u>1977 Step E</u>	<u>1978 Contract Year One</u>	<u>1979 Contract Year Two</u>	<u>1980 Contract Year Three</u>	<u>Grade</u>
Starting Salary	Custodial Laborer		8,018 200 <u>8,218</u>	8,711 200 <u>8,911</u>	9,446 200 <u>9,646</u>	
S. Bevacqua	Custodial Laborer	<u>10,062</u>	<u>10,666</u>	<u>11,306</u>	<u>11,984</u>	Grade
J. Wayts (Terminated 4/28/78)						
J. Rice	Sewer Maintainer I		10,191 200 <u>10,391</u>	11,014 200 <u>11,214</u>	11,887 <u>11,887</u>	Grade
L. Gianni						
L. Guzzone						
C. Vanderwall	Sewer Maintainer I	<u>11,365</u>	<u>12,047</u>	<u>12,770</u>	<u>13,536</u>	Grade
A. Beard	Sewer Maintainer II	<u>11,935</u>	<u>12,651</u>	<u>13,410</u>	<u>14,215</u>	Grade

BOROUGH OF PARAMUS

RECREATION

1977 Step E

Job Title

1980 Contract Year Three

1979 Contract Year Two

1978 Contract Year One

Name	Starting Salary	Job Title	1977 Step E	1978 Contract Year One	1979 Contract Year Two	1980 Contract Year Three	Grade
T. Aho		Parks Maintainer I		8,246 200 <u>8,446</u>	8,953 200 <u>9,153</u>	9,702 200 <u>9,902</u>	
G. Marchut	(Transferred to Supervision 4/3/78)						
D. Mc Cormack		Parks Maintainer I		8,741 200 <u>8,941</u>	9,477 200 <u>9,677</u>	10,258 53 <u>10,311</u>	
T. Kennedy	(Terminated 3/3/78)		<u>10,311</u>				Grade

* Note: Transferred to Shade Tree 9/18/78

SHADE TREE

<u>Name</u>	<u>Job Title</u>	<u>1977 Step E</u>	<u>1978 Contract Year One</u>	<u>1979 Contract Year Two</u>	<u>1980 Contract Year Three</u>	
Starting Salary	Parks Maintainer I		8,246	8,953	9,702	Grade A
T. Aho			<u>200</u>	<u>200</u>	<u>200</u>	
J. Camisa (Terminated 2/2/79)			<u>8,446</u>	<u>9,153</u>	<u>9,902</u>	
M. Kramer						
A. Terracino						
J. Appleheimer (Transferred Foreman 1/1/79)	Basic	<u>10,311</u>	8,741	9,477	10,258	Grade B
B. Goggin (Transferred Police 3/27/78)	Extra Comp.		<u>200</u>	<u>200</u>	<u>53</u>	
L. Mastrofilipo (Terminated 9/15/73)			<u>8,941</u>	<u>9,677</u>	<u>10,311</u>	
J. Payoczkowski						
P. Slaman (Terminated 9/15/73)						
J. Vogt II	Tree Trimmer		8,741	9,477	10,258	Grade B
			<u>200</u>	<u>200</u>	<u>53</u>	
			<u>8,941</u>	<u>9,677</u>	<u>10,311</u>	
	Tree Trimmer		9,244	10,011	10,824	Grade C
			<u>200</u>	<u>200</u>		
			<u>9,444</u>	<u>10,211</u>	<u>10,824</u>	
J. O'Neill	Tree Trimmer	<u>10,311</u>	10,930	11,586	12,281	Grade E
J. Tucker	Parks Maintainer II	<u>11,365</u>	12,047	12,770	13,536	Grade E
Starting Salary	Tree Climber		10,701	11,555	12,460	Grade C
			<u>200</u>	<u>200</u>		
			<u>10,901</u>	<u>11,755</u>	<u>12,460</u>	
B. Wilke	Tree Climber	<u>11,935</u>	12,651	13,410	14,215	Grade E
P. Kemmer						
L. Drenth	Equipment Operator II	<u>12,532</u>	13,284	14,081	14,926	Grade E

PUBLIC WORKS

Name	Job Title	1977 Step E	1978 Contract Year One	1979 Contract Year Two	1980 Contract Year Three	Grade
1. Starting Salary	DFW Maintainer I		8,246	8,953	9,702	Grade A
2. Nehrebecki			200	200	200	
			<u>8,446</u>	<u>9,153</u>	<u>9,902</u>	
3. De Leonard (Terminated 1/19/79)			8,741	9,477	10,258	
4. Marchut			200	200	53	
5. McPherson			<u>8,941</u>	<u>9,677</u>	<u>10,311</u>	Grade B
6. Murphy (Terminated 1/12/79)	DFW Maintainer I		10,136			
7. Skiba			175			
			<u>10,311</u>	<u>10,930</u>	<u>11,556</u>	Grade D
8. Bey	DFW Maintainer I		10,930	11,586	12,281	Grade E
9. Mac Donald	DFW Maintainer I	10,311				
Starting Salary	Equipment Operator I		8,945	9,694	10,483	
			200	200	200	
			<u>9,145</u>	<u>9,894</u>	<u>10,683</u>	Grade B
10. Todd	Equipment Operator I		10,642			
			182			
			<u>10,824</u>	<u>11,473</u>	<u>12,161</u>	Grade D
11. Anderson	Equipment Operator I	10,824	11,473	12,161	12,891	Grade E
12. Kenyon	DFW Maintainer II		11,173			
			192			
			<u>11,365</u>	<u>12,047</u>	<u>12,770</u>	Grade D
13. Westdyke	DFW Maintainer II	11,365	12,047	12,770	13,536	Grade E

PUBLIC WORKS

(Continued)

<u>Name</u>	<u>Job Title</u>	<u>1977</u> <u>Step E</u>	<u>1978</u> <u>Contract</u> <u>Year One</u>	<u>1979</u> <u>Contract</u> <u>Year Two</u>	<u>1980</u> <u>Contract</u> <u>Year Three</u>	
B. Koenig	Equipment Operator II		12,320 200 <u>12,520</u>	13,271 <u>13,271</u>	14,067 <u>14,067</u>	Grade D
F. Ehret (Terminated 12/1/78)	Equipment Operator II	12,532	13,284	14,081	14,926	Grade E
Starting Salary						
V. Ashley (12/1/78 Terminated)			10,258 200 <u>10,458</u>	11,085 200 <u>11,285</u>	11,962 200 <u>12,162</u>	Grade A
R. Kerber (12/11/78 Terminated)	Auto Mechanic		12,873 200 <u>13,073</u>	11,737 200 <u>11,937</u>	12,653 200 <u>12,853</u>	Grade B
B. Krauchuk			12,873 200 <u>13,073</u>	13,857	14,688	Grade B
R. Pineman	Auto Mechanic		13,073	<u>13,857</u>	<u>14,688</u>	Grade D
R. Segal	Auto Mechanic		13,949	<u>14,786</u>	<u>15,673</u>	Grade E
S. Viola (Term. 7/20/78)	Auto Mechanic					
J. Spinks	Auto Mechanic					
R. Biss	Auto Mechanic					