

2328

AGREEMENT BETWEEN  
BOROUGH OF PALISADES PARK  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY  
WHITE COLLAR UNIT

JANUARY 1, 1997

DECEMBER 31, 1999

BOROUGH OF  
PALISADES PARK N.J.  
1999 MAY -1 A 9 54

10

AGREEMENT

THIS AGREEMENT made as of the                    day of                    ,  
1997, by and between the Borough of Palisades Park in the County of  
Bergen and State of New Jersey, hereinafter referred to as the  
"Borough" and the Teamsters Local 97 of New Jersey, affiliated with  
the International Brotherhood of Teamsters, AFL-CIO, hereinafter  
referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties  
hereto to promote and improve the harmonious and economic relations  
between the Employer and its employees and to establish a basic  
understanding relative to rates of pay, hours of work and other  
conditions of employment consistent with the law and established  
practices not modified by this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as  
follows:

ARTICLE I

UNION RECOGNITION AND CHECK OFF

1. The Borough recognizes the Union as the exclusive representative as certified previously by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all employees employed by the Borough of Palisades Park, but excluding those employed in the Police Department and all Borough Blue Collar employees, professional employees, craft employees, policemen, managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Borough and the Union and consistent with applicable law) the Borough agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

The Employer shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. The Employer will notify the Secretary-Treasurer of the Union within three (3) days of hire of all employees, their address, birth date, classification, rate of pay and social security number and of all removals of employees from the Borough's payroll.

4. There shall be an agency shop effective. The agency fee, as negotiated between the parties, shall be eighty-five (85%) percent. The Union is responsible for the appropriate expenditure and settling in accordance with law.

## ARTICLE II

### COLLECTIVE NEGOTIATING PROCEDURE

This Agreement shall be in force from January 1, 1997 through December 31, 1999.

## ARTICLE III

### VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union Stewards and members on Borough premises for the purposes of discussing Union business. Such visits shall not disrupt the orderly conduct of Borough business.

2. The Borough shall supply bulletin boards for the use of the Union, one of which shall be placed in a conspicuous location in the Borough for the posting of notices and bulletins

pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Borough Board.

#### ARTICLE IV

##### COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than one (1) additional representative of each party, plus counsel and one expert, shall participate in collective negotiating meetings except of both parties. During any bargaining or negotiating session, the bargaining unit shall be one (1) employee who shall attend with pay, if the negotiating session is during normal working hours, plus any other non-employed Union representatives they so desire.

2. Collective negotiations for the contract period beginning January 1, 2000, shall commence on or about November 1, 1999.

#### ARTICLE V.

##### MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management

right of the elected or appointed officials in charge of the various departments of the Borough. The Borough retains the exclusive right to hire, fire, direct and control operations, to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights and disciplinary action for just cause and to hire and lay-off employees, in accordance with bumping seniority rights procedures to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement, shall be made the subject of a grievance.

#### ARTICLE VI

#### DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the

Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VII.

SALARY AND WAGES

1. Employees covered by the Agreement shall receive effective January 1, 1997, the increase listed below.

Section 1. Effective January 1, 1997 all employees covered by the Agreement shall receive an increase of \$500.00 to their then base salary.

Section 2. Effective January 1, 1998, all employees covered by the Agreement shall receive an increase of \$800.00 to their then base salary.

Section 3. Effective January 1, 1999, all employees covered by this Agreement shall receive an increase of \$1,100.00 to their then base salary.

ARTICLE VIII.

LONGEVITY

1. Payments shall be made to employees with unbroken, continuous long term service to the Borough as follows:

- a. Employees completing 48 months (4 years) of service at 2% of base annual salary not including overtime.

- b. Employees completing 96 months (8 years) of service at 4% of base annual salary not including over-time.
- c. Employees completing 144 months (12 years) of service at 6% of base annual salary not including over-time.
- d. Employees completing 192 months (18 years) of service at 8% of base annual salary not including over-time.
- e. Employees completing 240 months (20 years) of service at 10% of base annual salary not including over-time.

2. It is understood that no employee irrespective of length of service shall be entitled to more than 10% longevity compensation.

3. The longevity compensation increases shall commence on the first day of the month next following employees attainments of the eligibility therefor.

4. In computing over-time, longevity pay shall be included.

5. Longevity payments shall be paid on normal paycheck.

6. Part-time employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the



percentage of their hours of work compared to the standard work week.

ARTICLE IX.

HEALTH BENEFITS

1. Premiums for the current Health Benefits Plan, now provided for Borough employees, shall be paid by the Borough for members of this bargaining unit to include Prescription Plan and Dental Plan. Employees must work on an average of at least twenty (20) hours per week to be eligible for this coverage.

2. Summer seasonal, hourly and per diem workers are not eligible.

3. Borough will supply Blue Cross and Blue Shield or its equivalent and Major Medical coverage and pay one half (1/2) of the premium for the Prescription Plan for any employee of the bargaining unit who has been employed at least twenty-five (25) years by the Borough and has retired. Said payments would be made by the Borough until said employee reaches the age of sixty-five (65) years.

ARTICLE X.

WORK SCHEDULE OVERTIME COMPENSATORY TIME OFF

1. The standard work week shall consist of 32 1/2 hours per week exclusive of lunch hour. Any permanent changes in the

hours of work schedules shall be negotiated with the Union prior to its adoption.

2. Employees shall be paid straight time for all hours worked up to forty (40) hours and including forty (40) hours in a normal five (5) day work week.

3. Overtime - Employees shall only be entitled to receive compensation for overtime and holiday pay provided that authorization to work overtime is received from the Department Supervisor. Employees shall be paid overtime as follows:

- a. After the fortieth hour in a regularly scheduled work week, payment shall be at one and one-half times the hourly rate of pay for all hours worked in excess of forty (40) hours. The hourly rate of pay shall be the annual salary divided by one thousand six hundred ninety hours (1,690).
- b. Part-time workers shall not be entitled to time and one-half pay unless they work more than forty (40) hours in a week.

c. Holiday pay - each employee shall be paid at the rate of time and one-half, plus normal days pay if he is scheduled and does in fact work on that holiday.

ARTICLE XI.

PAY DURING ABSENCE

1. Unscheduled absence - if, for any reason, an employee is unable to report for duty he must notify his department head one half hour before his or her starting time. Irregular or poor attendance may cause for disciplinary action.

2. Employees would be permitted to accrue up to twelve (12) days per year sick leave provided total accrual may not exceed sixty (60) days and employees shall have the option, at retirement, to use the accrued sick leave or accept payment of one-half of the accrued sick leave at the regular rate of pay in lieu thereof.

3. Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family shall include spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters and grandparents of employee or

6. Each of the offices and positions of employment

intestate succession operative within the State of New Jersey. leave benefits shall be distributed according to the laws of will and testament for the distribution of his accrued terminal should there exist no provision in an employee's last employee's last will and testament.

distributed according to the provisions contained within the any accrued terminal leave benefits, these benefits shall be 5. If a full time employee dies before the receipt of

four (4) month's salary as termination pay. (30) full years of service, they shall be given the equivalent of 4d. For every full time employee who retires with thirty

equivalent of three (3) month's salary as termination pay. twenty-five (25) years of service, they shall be given the 4c. For every full time employee who retires with

two (2) month's salary as termination pay. (20) full years of service, they shall be given the equivalent of 4b. For every full time employee who retires with twenty

one (1) month's salary as termination pay. (10) full years of service, they shall be given the equivalent of 4a. For every full time employee who retires with ten

spouse.

- d. Employees beginning the sixteenth year of service, or longer shall be entitled to twenty five days of vacation.
- c. For employees beginning the eleventh year of service, through and including the 15th year of service, they shall be entitled to twenty days vacation.
- b. For employees beginning the sixth year of service to and including the tenth year of service, they shall be entitled to fifteen days vacation.
- a. Employees completing one to five years of service shall be entitled to ten days vacation.

following manner:

- 1. Vacation leave is earned and accumulated in the

VACATION

ARTICLE XII

employees. The Employer and employee shall share the cost equally. plan made available by the State of New Jersey for public

7. The Employer shall continue the disability insurance required, is hereby established, created, ratified and confirmed. heretofore exercised by the Borough of Palisades Park as may be of any statute, ordinance, resolution or other lawful authority hereinabove named that have been established or created by virtue

shall be paid to his estate.

d. If the employee should die while employed, a sum of money equal to his earned and unused vacation leave

for more than one year of unused vacation leave.

c. If the employee resigns with prior notice or plans to retire, he may be paid for his earned and unused vacation leave as of the effective date of his termination. In no case may an employee be paid

place of taking his earned vacation leave.

employee will not be allowed to receive pay in

Except upon termination of his employment, the used during the following calendar year only.

b. Earned vacation leave for one calendar year may be, at the discretion of the Employer, carried over and employees final paycheck.

a. In the event of the termination of his employment prior to repayments of advanced vacation leave, the necessary salary adjustment will be made on the

2. General Information:

shall not be entitled to any vacation.

e. An employee who works twenty (20) hours or less

vacation.

1. Each full time employee covered by this Agreement

HOLIDAYS

ARTICLE XII.

require it.

summer months when the needs of the department vacation shall be scheduled in other than the the employees with seniority. All requests for proposed vacation schedules, preference is given to employees. When there is conflict in the dates of to meet the individual desires of all departmental

h. Every effort is made to arrange vacation schedules

leave and he may request an equivalent day off.

not charged against the balance of his vacation the period of the employee's vacation leave, it is

g. If a holiday observed by the Borough occurs during

earn vacation leave for that month.

for more than two weeks in any month, he does not

f. If the employee is on leave of absence without pay

vacation period.

had he worked regular straight time hour during

leave shall be the same amount he would have earned

e. The salary paid to the employee while on vacation

working within the Unit.

The employer shall make every effort to fill job vacancies within the Bargaining Unit with employees currently

POSTING

ARTICLE XIV.

(b) In order for an employee to be eligible for Holiday pay as provided above, he must work the day before and the day after the Holiday unless he is given express written approval to be absent by the Department Head.

(a) If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation. If a holiday falls on a day the employee shall receive a compensation day in the future, provided the employee has worked the normally scheduled work day.

2. General Information:

Lincoln's Birthday	New Year's Day
Good Friday	Washington's Birthday
Independence Day	Memorial Day
Day after Thanksgiving	Thanksgiving
	Labor Day
	Election Day (Nov. of each year)
Christmas Day	Veteran's Day
Employee's Birthday	Columbus Day
Day before Christmas	Martin Luther King's
	Birthday

following days:

shall receive holiday pay equal to one (1) day's pay at six and one-half (6 1/2) hours straight time without working during the



ARTICLE XV.

STEWARDS

1. The Borough recognized the right of the Union to designate a Chief Steward for the enforcement of this Agreement. The Union shall also have the right to designate one alternate steward whose power will become effective only when the Chief Steward is absent. The Union shall furnish the Borough with written lists of the Stewards and alternates and notify the Borough of any changes.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearing and meetings and conferences on Contract negotiations with the Borough officials. The maximum amount of pay shall be one hour for each grievance.

ARTICLE XVI.

GRIEVANCES

1. For the purpose of this Agreement, the term "Grievance" means any difference or dispute between the Borough and the Union or between the Borough and any employee 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 shall discuss his problem with his Union Steward and Department Head who shall attempt to settle the problem within forty-eight (48) hours from the time it was first presented.

Step 2 If the grievance is not resolved at Step 1, it shall be reduced to writing by the aggrieved employee and one (1) copy immediately furnished to the Borough Clerk, Administrator and one (1) copy to the Department Head. The Department Head and Chief Steward shall meet and attempt to solve the problem within forty-eight (48) hours from the time it was presented.

Step 3 Failing to find a mutually satisfactory solution in Step 2, a meeting shall be arranged between the Grievance Committee of the Union and representative of the Borough Committee with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

If steps 1,2 and 3 fail then Article XVII for arbitration

shall apply.

3. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

#### ARTICLE XVII.

##### ARBITRATION

1. If a grievance is not settled under Article XVI, such grievance shall at the request of the Union or Borough be referred to the American Arbitration Association for the selection of an arbitrator according to its rules.

2. The decision of the arbitrator shall be final and binding upon the parties.

3. All submissions to arbitration must be made within reasonable time.

4. The arbitrator appointed under the above procedure shall interpret the provisions of the Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

#### ARTICLE XVIII.

##### SENIORITY

1. It is hereby agreed that the parties hereto recognize

and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. The seniority of an employee is defined at the length of service of Borough employee dating back to his first date of hire. It is the intent of the parties that there shall be an overall seniority list of all members of the within Bargaining Unit.

3. 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 to be recalled in accordance with his seniority provided the more senior employee is able to do the available work in a satisfactory manner. This standard of rehiring after lay-off shall apply for two (2) years from the date of lay-off, that person shall be re-hired at the salary which he or she would have earned in the event that that person was not the subject of a lay off, including increases pursuant to this Contract which would have accrued during the period of the lay off.

4. When promotions to higher grade or transfer to another grade are in order the Borough shall make such promotions or transfers from among its regular employees; consideration for

such promotions or transfers shall be based on seniority and ability to perform the work and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

5. The Union shall provide a Seniority list to the Borough within thirty (30) days. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employee's names and seniority dates. It shall be the responsibility of the Union or its designee to maintain the Seniority List.

ARTICLE XIX.

LOSS OF SENIORITY

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

- (a) Voluntarily quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of leave of absence shall be deemed to constitute a voluntary quitting.
- (b) Discharge for cause.
- (c) Failure to report for work within twenty-four (24) hours when called back (after lay-off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to excusable.

Borough within thirty (30) days. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employee's names and seniority dates. It shall be the responsibility of the Union or its designee to maintain the Seniority List.

ARTICLE XIX.

LOSS OF SENIORITY

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

- (a) Voluntarily quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of leave of absence shall be deemed to constitute a voluntary quitting.
- (b) Discharge for cause.
- (c) Failure to report for work within twenty-four (24) hours when called back (after lay-off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to excusable.
- (d) Failure to be called back to work for a period of two (2) years after lay-off, unless a greater period of time to be established by Agreement between the Borough and the Union.

ARTICLE XX.

1. This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

2. If any section, sub-section, sentence, clause, phrase, or portion of this contract is for any reason held invalid

or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the contract.

3. If any group of organized employees working for the Borough of Palisades Park were to receive benefits exclusive of wages contained herein during the term of this Contract then the White Collar Group represented by Teamsters Local 97 would be entitled to receive same.

IN WITNESS THEREOF, the parties have by their duly authorized representative set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

BOROUGH OF PALISADES PARK

TEAMSTERS LOCAL 97

By: Sandy Baker  
Mayor

By: [Signature]  
ASSISTANT TRUSTEE

By: [Signature]  
BUSINESS AGENT

*JH 4/1/98*

ATTESTED:

By: [Signature]  
Clerk