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

JANUARY 1, 1994

DECEMBER 31, 1996

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.

ARTICLE II

COLLECTIVE NEGOTIATING PROCEDURE

This Agreement shall be in force from January 1, 1994 through December 31, 1996.

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.

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

UNION RECOGNITION AND CHECK OFF

ARTICLE I

follows:

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

PURPOSE

referred to as the "Union". International Brotherhood of Teamsters, AFL-CIO, hereinafter and the Teamsters Local 97 of New Jersey, affiliated with the and State of New Jersey, hereinafter referred to as the "Borough" and between the Borough of Palisades Park in the County of Bergen THIS AGREEMENT made as of the day of 1994, by

AGREEMENT

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, political beliefs, sex or national origin.

ARTICLE VII

SALARY AND WAGES

1. Employees covered by the within Agreement shall receive effective January 1, 1994, the increase listed below.

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, direct and control operations, to

MANAGEMENT RIGHTS

ARTICLE V

January 1, 1996, shall commence on or about November 1, 1995.

2. Collective negotiations for the contract period beginning

representatives they so desire.

normal working hours, plus any other non-employed Union

who shall attend with pay, if the negotiating session is during

negotiating session, the bargaining unit shall be one (1) employee

meetings except of both parties. During any bargaining or

counsel and one expert, shall participate in collective negotiating

Not more than one (1) additional representative of each party, plus

by the duly authorized negotiating agent of each of the parties.

hours of work and other conditions of employment shall be conducted

1. Collective negotiations with respect to rates of pay,

COLLECTIVE NEGOTIATING PROCEDURE

ARTICLE IV

of the Borough Board.

However, any bulletins deemed controversial must have the approval

the authority of officially designated Union representatives.

only to Union matters. All such bulletins must be posted only upon

in the Borough for the posting of notices and bulletins pertaining

the union, one of which shall be placed in a conspicuous location

2. The Borough shall supply bulletin boards for the use of

e. Employees completing two hundred and forty (240) months (20 years) of service at 10% of annual salary not including overtime.

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 therefore.

4. In computing overtime, longevity pay shall be included.

5. Longevity payment shall be paid on normal pay check.

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 and per diem workers are not eligible.

Section 1. Effective January 1, 1994 all employees covered by this Agreement shall receive a \$1500.00 salary increase to be applied to their base pay.

Section 2. Effective January 1, 1995 employees covered by this Agreement shall receive a \$1700.00 salary increase to be applied to their base pay.

Section 3. Effective January 1, 1996 employees covered by this Agreement shall receive a \$1900.00 salary increase to be applied to their base pay.

ARTICLE VIII

LONGEVITY

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

- a. Employee completing forty-eight (48) months (4 years) of service at 2% of base annual salary not including overtime.
- b. Employee completing ninety-six (96) months (8 years) of service at 4% of base annual salary not including overtime.
- c. Employees completing one hundred forty-four (144) months (12 years) of service at 6% of base annual salary not including overtime.
- d. Employees completing one hundred ninety-two (192) months (16 years) of service at 8% of base annual salary not including overtime.

- 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 employee 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 pay to attend or make arrangement for the funeral of a member of their immediate family. Immediate family shall include, spouse, children, parents, brothers and sisters and a spouse's parents, brothers and sisters and grand parents of employee or spouse.

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

3. The Borough will supply Blue Cross and Blue Shield 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. 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 (1690) hours.

ARTICLE XII

VACATION

1. Vacation leave is earned and accumulated in the following manner:

- a. Employees completing one to five years of service shall be entitled to ten 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.
- 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.
- d. Employees beginning the sixteenth year of service, or longer shall be entitled to twenty five days of vacation.
- e. An employee who works twenty (20) hours or less shall not be entitled to any vacation.

2. General Information:

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

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

7. The Employer shall continue the disability insurance plan 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
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 accrued terminal leave benefits, these benefits shall be
5. If full time employees dies before the receipt of any

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

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

4b. For every full time employee who retires with twenty (20)

- g. If a holiday observed by the Borough occurs during the period of the employee's vacation leave, it is not charged against the balance of his vacation leave and he may request an equivalent day off.
- h. Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation shall be scheduled in other than the summer months when the needs of the department require it.

ARTICLE XIII

HOLIDAYS

1. Each full time employee covered by this Agreement shall receive holiday pay equal to one days pay at six and one-half (6 1/2) hours straight time without working during the following days:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Thanksgiving Day	Day after Thanksgiving

- b. Earned vacation leave for one calendar year may be, at the discretion of the Employer, carried over and used during the following calendar year only. Except upon termination of his employment, the employee will not be allowed to receive pay in place of taking his earned 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 for more than one year of unused vacation leave.
- d. If the employee should die while employed, a sum of money equal to his earned and unused vacation leave shall be paid to his estate.
- e. The salary paid to the employee while on vacation leave shall be the same amount he would have earned had he worked regular straight time hour during vacation period.
- f. If the employee is on leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month.

Labor Day

Election Day (November
of each year only)

Veterans Day

Columbus Day

Day before Christmas

Christmas Day

M.L. King's Birthday

Employee's Birthday

2. General Information:

- 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.
- 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.

ARTICLE XIV

POSTING

The Employer shall make every effort to fill job vacancies within the bargaining unit employees currently working within the unit.

within the unit.

The Employer shall make every effort to fill job vacancies within the bargaining unit employees currently working

POSTING

ARTICLE XIV

be absent by the Department Head.

unless he is given express written approval to the day before and the day after the holiday holiday pay as provided above, he must work

b. In order for an employee to eligible for the normally scheduled work day.

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

2. General Information:

Veterans Day Columbus Day Election Day (November of each year only)	M.L. King's Birthday Day before Christmas Christmas Day Employee's Birthday
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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 made 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 copy immediately furnished to the Borough and one 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 the Borough or its designated representative, 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

ARTICLE XV

STEWARDS

1. The Borough recognizes the right of the Union to designate on 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 hearings and meetings and conferences on contract negotiations with Borough officials. The maximum amount of pay shall be one hour for each grievance.

service of the employee dating back to his first day of hire. It is the intent of the parties that there shall be an over all seniority list of all members within the 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.

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 Borough shall provide a seniority list to the Union 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.

ARTICLE XIX

LOSS OF SENIORITY

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

a. Voluntarily quitting. Failure to report back

2. The seniority of an employee is defined as the length of

manner will be a factor in designating the employee to be affected. all cases, however, ability to perform the work in a satisfactory promotions, assignments of schedules, lay-offs, and recalls. In accept the principle of seniority in all cases of transfer, 1. It is hereby agreed that the parties hereto recognize and

SENIORITY

ARTICLE XVIII

Agreement.

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

reasonable time.

3. All submissions to arbitration must be made within

upon the parties.

2. The decision of the Arbitrator shall be final and binding

according to its rules.

to the State Board of Mediation for the selection of an arbitrator grievance shall at the request of the Union or Borough be referred 1. If a grievance is not settled under Article XVI, such

ARBITRATION

ARTICLE XVII

violative of this Agreement.

and provided that any agreement reached with such employee is not grievance provided that a representative of the Union is present

Palisades Park were to receive wages and/or benefits above that being offered to the White Collar group represented by Teamsters Local 97, said group would receive the same.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their hands and seals this day of

BOROUGH OF PALISADES PARK

TEAMSTERS LOCAL 97 of NJ

By: William J. Maresca
William J. Maresca, Mayor

By: Andrew D. Trause
Andrew D. Trause
President

Attest:

Marie D. Russo
Marie D. Russo, Borough Clerk

By: Frank Vasfallo Jr.
Frank Vasfallo Jr.
Secretary-Treasurer

1. This Agreement constitutes the entire collective bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.
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 remaining of the contract.
3. If any group of employees working for the Borough of

ARTICLE XX

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