

**AGREEMENT**

**between**

**THE TOWNSHIP OF SOUTH HACKENSACK**

**and**

**LOCAL NO. II, affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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**January 1, 2012 through December 31, 2014**

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**THIS AGREEMENT** made and entered into on this 21 day of MAY in the year 2012, between the **TOWNSHIP OF SOUTH HACKENSACK** (hereinafter referred to as the "Employer"), and **LOCAL No. II**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, a labor organization, with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey (hereinafter referred to as the "Union").

**WITNESSETH:**

**WHEREAS**, the Union has presented proof that it represents a majority of the Garage, Road, Parks and Public Buildings employees, excluding supervisory, clerical and office employees, and

**WHEREAS**, the Township of South Hackensack by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all Garage, Road, Parks and Public Buildings employees, excluding supervisory, clerical and office employees of the Township of South Hackensack.

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows:

**ARTICLE 1. RECOGNITION**

**Section 1.** The Township of South Hackensack hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed in the Garage, Roads, Parks and Public Buildings employees, excluding supervisory, office and clerical employees, guards and confidential employees, of the Employer in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

**Section 2.** The bargaining unit shall consist of all Garage, Roads, Parks and Public Buildings employees, excluding supervisory, office and clerical employees, guards and confidential employees of the Employer.

**Section 3.** Wherever used herein the term "Employees" shall mean and be construed only as referring to Garage, Roads, Parks and Public Buildings employees covered by this agreement.

**ARTICLE 2. UNION SECURITY**

**Section 1.** The Employer agrees it will give effect to the following form of Union Security:

a. All present employees who are members of the Local Union on the effective date of this Agreement may, at their choice, remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement will pay a Representation Fee as set forth hereafter.

**Section 2.** It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.

**Section 3.** a. The Employer hereby agrees to deduct from the wages of employees who have so authorized in an executed and dated dues check-off authorization, the dues uniformly required by the labor organization pursuant to the provisions of *N.J.S. 52:14-15.9E*. The Employer, after receipt of written authorization from an individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second (2<sup>nd</sup>) salary paid to each employee during the month and such deduction made the first (1<sup>st</sup>) month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent written and duly authorized communication received from the Union as to the rate of regular monthly dues and the proper amount of initiation fees.

**Section 4.** Representation Fee:

a. If an employee does not become a member of the Union during any membership year (from January 1<sup>st</sup> to the following December 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the extent authorized by law to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in a signed and dated writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will not exceed eighty-five (85%) percent of that amount, the actual percentage to be established in accordance with law.

c.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

c.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the

remainder of the membership year in question. The deductions will begin with the first pay check paid:

- a. Ten (10) days after receipt of the aforesaid list by the Employer; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first (1<sup>st</sup>) pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
- c.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- c.5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.
- c.6. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
- c.7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal and non-discriminatory basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.
- c.8. The Union shall defend and hold harmless the Employer, its officials, agents and representatives, from any and all claims arising from or in connection with the Employer's involvement with the Union's dues and Representation Fees.

c.9. The Union covenants and agrees that it will, at all applicable times, maintain its dues and Representation Fees establishment and collection system in accordance with applicable law.

### **ARTICLE 3. GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

**Section 2.** A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

**Section 3.** Procedure:

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Superintendent. The Superintendent shall within five (5) working days thereafter give a written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer or its designated official. Within three (3) working days thereafter, the grievance shall be discussed between the DPW Commissioner and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

d. If the decision given by the DPW Commissioner to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Township Clerk, within three (3) working days of its desire to meet with the DPW Commissioner, who shall meet with a representative of the Union within five (5) working days after receipt of the notice by the Township Clerk. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is not answered within the time limit, the Employer shall be considered as deciding the grievance in against the employee who filed the grievance).

e. In the event that the decision of the DPW Commissioner is unsatisfactory to the employee who filed the grievance, or the Union, he or she may file a written, executed and dated request for review with the Township Committee, within seven (7) days of an adverse decision or lack of decision by the Department Head. Additionally, the Employer may file a request for review from a decision of the DPW Commissioner at its next regular meeting after being informed of such decision. The decision of the Township Committee or their designee, after hearing, shall be final and binding.

#### **ARTICLE 4. SENIORITY**

**Section 1.** The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a Department basis, with the employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

**Section 2.** New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required. Insofar as is practicable, seniority shall be given due weight for purposes of overtime, layoff and vacation choices. Once the Employer publishes a seniority list, for any reason, the Union or any of its membership must grieve said list within fifteen (15) days or the list becomes binding. The Employer agrees to post the seniority list by February 1<sup>st</sup> of each year.

**Section 3.** Probationary Period:

a. The first ninety (90) days of employment for all new employees shall be considered a probationary period. The Employer, through its representatives, may request of the Union, in writing, an extension for an additional thirty (30) calendar days probationary period in such instances where the Employer believes the ninety (90) day probationary period is insufficient, and in all cases where this request is reasonably justified, the same will be granted.

b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

**Section 4.** Job Vacancies, New Jobs Created:

a. If new jobs are created or if permanent vacancies occur, of fourteen (14) days duration, in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department within three (3) calendar days after the notification of the selection is made. If no satisfactory understanding is reached with the Department Head, the employee shall revert to the grievance procedure.

b. The Employer agrees to post a notice of such new job or vacancy on the bulletin board for a period of six (6) working days. Such notice shall contain a description the job, the rate and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice.

c. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the six (6) working days required under Section 4 (b) above.

d. Any employee so selected to fill such job shall be granted a training period of up to sixty (60) calendar days. If it shall be determined by the Employer at any time after the initial training period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the training period. If removed from the position during or at the end of the training period, the employee shall receive the rate of the position to which said employee is assigned. Should the employee elect to return to his former position, the employee must do so before that completion of the sixty (60) day training period. If the employee is returned to his former position, the job vacancy shall then go to the next senior bidder.

e. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs. However, the decision of the Employer shall be final.

**Section 5.** Force Reduction:

a. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours notice in this Agreement.

b. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer; however, no employees assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless an employee who is retained is the most qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in rehiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be rehired.



c. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly, into a classification carrying a lesser rate of pay, and finally into a classification carrying a higher rate of pay, only if said employee is the most qualified to perform the duties and is of greater seniority than the employee being bumped.

d. Notice of any impending layoff shall, when practicable, be placed upon the bulletin board forty-five (45) days prior to the layoff.

e. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report to work no later than the regular shift beginning on the fourth (4<sup>th</sup>) calendar day following the third (3<sup>rd</sup>) calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in the department files.
3. Layoff of more than twelve (12) consecutive months.

## **ARTICLE 5. HOURS OF WORK AND OVERTIME**

**Section 1.** The normal work week shall be from Monday to Friday, both inclusive, from 7:30 a.m. to 3:30 p.m., and shall comprise five (5) days of eight (8) hours each. June 1<sup>st</sup> to September 1<sup>st</sup> work hours shall be 7:00 a.m. to 3:00 p.m.

**Section 2.** Any work performed beyond eight (8) hours in any day of the normal work week shall be considered overtime compensated for at one and one-half (1-1/2) times the regular hourly rate of pay. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay and all work performed on Sunday of the employee's normal week shall be considered overtime and compensated for at two (2x) times the regular hourly rate of pay. Notwithstanding anything to the contrary contained above, this provision shall not apply to standby time or to the standard monitoring of pump station on weekends, in which cases, current procedures shall govern.

**Section 3.** Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

**Section 4.** In the event an employee reports for regularly scheduled work shift without having been previously notified that there is no work, the said employee shall be guaranteed eight (8) hours pay at said employee's rate of pay.

**Section 5.** Overtime shall be distributed equally as practical among the employees qualified and capable of performing the work available, except that an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

**Section 6.** In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate. Notwithstanding anything to the contrary contained above, this provision shall not apply to stand-by time or to the standard monitoring of pump station on weekends, in which cases, current procedures shall govern.

**Section 7.** Employees shall be granted no more than fifteen (15) minutes coffee break in the morning and no more than fifteen (15) minutes coffee break in the afternoon without loss of pay.

**Section 8.** Lunchtime shall be no more than one-half (1/2) hour. Since employees are on emergency call during lunch period, this time will be considered worked and employees will end their work day as provided in Section 1 of this Article.

## **ARTICLE 6. HOLIDAYS**

**Section 1.** The Employer guarantees to all employees within the bargaining unit, the following holidays with pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Columbus Day
Martin L. King's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

**Section 2.** Employees who work on any of the above holidays shall be paid for such work at the rate of two (2x) times the employee's regular rate. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday unless the day is an excused day with pay or there are extenuating circumstances to be stated in writing.

a. Employees shall be paid at two (2x) their regular rate of pay for all hours worked on a holiday in addition to the holiday pay.

**Section 3.** If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer.

**Section 4.** If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

**Section 5.** Holidays will be celebrated on the day designated for observation by the Employer's holiday schedule, published every year and distributed to all departments. Any premium pay for work on a holiday will be for work on the Observance Day.

#### **ARTICLE 7. VACATIONS**

**Section 1.** The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this agreement:

<b><u>LENGTH OF SERVICE</u></b>	<b><u>VACATION</u></b>
First year after 6 months service	1 week
2 through 5 years	2 weeks
6 through 12 years	3 weeks
13 through 16 years	4 weeks
17 through 20 years	5 weeks
21 years	5 weeks, 1 day
22 years	5 weeks, 2 days
23 years	5 weeks, 3 days
24 years	5 weeks, 4 days
25 years and Thereafter	6 weeks

Notwithstanding anything to the contrary contained above, the Employer will schedule vacation periods in accordance with the Employer's needs.

**Section 2.** Vacations will be given out by rank. In the event that there is more than one (1) person with equal rank resulting in a conflict, then the parties shall look toward seniority.

**Section 3.** Each employee shall be entitled to the selection of two weeks of vacation during the months of July and August. Said selection shall be made on the basis of seniority. Selection of vacation time at any other time shall be in accordance with Section 2 of this Article.

**Section 4.** The Employer agrees to grant any employee hired on or after January 1, 2012 vacations with pay in accordance with the following schedules each year of this agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First year after six months of service	1 week
2 through 5 years	2 weeks
6 through 12 years	3 weeks
13 years and Thereafter	4 weeks

### ARTICLE 8 LEAVES

**Section 1.** Leaves of Absence Without Pay:

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons when the leave is desired and the expected return to duty date.

Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

**Section 2.** Paid Sick Leave:

Full-time employees shall accumulate sick leave on the basis of sixteen (16) days of such leave per year. A doctor's note shall be provided to the Employer for any sick day used in excess of 14 days in any given year. Sick leave may be accumulated from year to year. At the time of Separation due to full twenty-five (25) years service to the Township, or twenty-five (25) years Public Employees Retirement System ("P.E.R.S.") retirement, each employee shall be compensated with pay on the basis of a maximum of ninety-five (95) days of sick leave, if said employee has accumulated such a reserve in his sick leave "Bank".

After twenty-years (25), each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-half (1/2) of the accumulated sick leave to a maximum of seventy-five (75) days; after fifteen (15) years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-half (1/2) of his accumulated sick leave to a maximum of sixty (60) days; after ten (10) years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-half (1/2) of the accumulated sick leave to a maximum of forty-five (45) days; and after five (5) years, each employee who is separated due to voluntary resignation or retirement, shall be compensated for one-quarter (1/4) of accumulated sick leave to a maximum of twenty-two and one-half (22-1/2) days. No compensation for sick leave will be given to any employee who is separated due to voluntary resignation under five (5) years of service.

When an employee has depleted his accumulated sick time, vacation or other accumulated time for any bona fide illness, not in the line of duty, the Township may pass a resolution granting the employee up to three (3) months sick leave with pay each year which shall include any sick days accumulated during the current year.

Any full-time employee, in order to receive their ninety-five (95) days compensation, must serve notice to the Township Clerk by January 15<sup>th</sup>, of their retirement year, in writing. Upon retirement, the ninety-five (95) days compensation will be based on their base pay for that year. Credit toward accumulated sick time will be based on unused sick time as of the year 1973.

**Section 3.** Personal Leave Days;

a. An employee shall be entitled to no more than three (3) personal leave days with pay per annum for the transaction of personal business, provided the employee gives seventy-two (72) hours notice. Personal leave days with pay may be withheld on the day before or the day following any paid holiday or vacation period except in extenuating circumstances. All personal leave days require prior approval by the Superintendent. But such approval will not be unreasonably withheld.

**Section 4.** Bereavement Leave Pay:

a. Employees will be granted five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, children, mother, father, grandchildren, brother, sister, parents-in-law or grandparents, or other members of the employee's household. The Employer reserves the right to verify the legal relationship of the family member of the employee.

b. Employees shall be granted one (1) day off, the day of the funeral, "without loss of pay" for aunt, uncle, brother-in-law, sister-in-law, nephew and niece.

**Section 5.** Jury Duty:

An employee who is called for Jury Duty shall be paid eight (8) hours straight time for scheduled working time lost; however, the employee shall be required to give prior notice to the Employer of said employee's call for Jury Duty. Any increase over and above present court financial payments shall be deducted from the wage rate called for by this Agreement.

## **ARTICLE 9. VETERANS' RIGHTS AND BENEFITS**

**Section 1.** The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted shall be maintained during such period of military service. Each such employee shall have the right of re-instatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

**Section 2.** Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

**Section 3.** The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled working time lost.

## **ARTICLE 10. WELFARE BENEFITS**

**Section 1.** The Township shall continue to provide health insurance and dental coverage for current employees and their families, substantially equivalent to the current policies of insurance. Any employee hired on or after January 1, 2012 shall be provided with health benefits as set forth in the Patriot Health Plan or its equivalent.

**Section 2.** All employees shall continue to be provided at no cost to the employee with:

1. ~~Two~~ One (1) pairs of ankle top safety shoes (work) per year. The safety shoes shall be "steel toe". An additional pair of work shoes shall be provided to all employees, as required in the opinion of the Superintendent.
2. Work gloves as needed.

3. Other protective clothing and equipment which in the opinion of the Employer is necessary to perform the job.
4. Shields or goggles.
5. The Employer will pay each employee in December of each year the sum of \$250 as an allowance for the cleaning of all work clothes. Said sum shall not be considered "folded in" for pension calculation purposes. Each employee shall be further entitled to reimbursement upon the presentation of a written receipt and voucher of all sums expended up to \$500 per year for purchase of work clothing. In accordance with Article 13 Section 6 of this Agreement the Township shall have the sole discretion to approve the type, color and style of any clothing.

#### **ARTICLE 11. STAND BY PAY**

Employees who are assigned to work stand-by over a weekend shall be paid Eighty (\$80.00) Dollars for Saturdays and One Hundred (\$100.00) Dollars for Sundays and Holidays. Employees who are called in to work while on stand-by shall be paid their stand-by pay plus their overtime rate of pay. All employees hired on or after January 1, 2012 shall not be entitled to Stand By Pay.

#### **ARTICLE 12. DISCHARGE**

**Section 1.** The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge.

**Section 2.** If and when an employee is to be given any disciplinary action, a Union Representative or Alternate shall be present.

#### **ARTICLE 13. GENERAL**

**Section 1.** It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, union membership or non-membership, age or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

**Section 2.** No employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

**Section 3.** The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

**Section 4.** A two (2) man Safety Committee will be established in each Department and will meet every three (3) months with the Township's Safety Committee to fulfill the safety needs of the employees.

**Section 5.** Any and all benefits which the employees are now enjoying which are not listed herein shall remain in effect.

**Section 6.** Uniforms:

Each employee shall be obligated to wear uniforms or clothing issued by or otherwise approved by the Township. Said uniforms shall not be altered in any way unless approved by the Township Committee.

#### **ARTICLE 14. LONGEVITY**

**Section 1.** Every full-time employee shall receive longevity which shall be added to base pay and shall be paid to the employee based upon the following schedule. Longevity payments will be paid bi-weekly.

1. One (1%) percent after one (1) year and up to and including four (4) full years of service.
2. Two (2%) percent after four (4) full years of service.
3. Four (4%) percent after eight (8) full years of service.
4. Six (6%) percent after twelve (12) full years of service.
5. Eight (8%) percent after sixteen (16) full years of service.



6. Ten (10%) percent after twenty (20) full years of service, which shall be the maximum longevity payment any full-time employee or part-time employee with twenty (20) years service shall be entitled to.

**Section 2.** Any employee hired on or after April 1, 2009 shall not be entitled to longevity payments.

#### **ARTICLE 15. SEPARATION AND SEVERANCE PAY**

**Section 1.** If an employee resigns his position with the Township and has five (5) years or more of service and he gives the Township two (2) weeks notice, he shall be entitled to all the pay, pro-rata vacation time and pro-rata sick time as provided herein.

**Section 2.** If an employee retires after twenty-five (25) years of service, the Township shall continue to provide full Welfare coverage for the retired employee until said employee reaches age 65 or is otherwise entitled to Medicare. In either such event, the obligation of the Township shall cease.

**Section 3.** All employees will, when leaving the service of the Employer, complete and sign the "Terminating Receipt" when receiving their final compensation. This receipt will be filed in the employee's Personal History File, as evidence of satisfaction of all claims against the Employer.

#### **ARTICLE 16. MANAGEMENT RIGHTS**

**Section 1.** Management shall have the right to determine all matters concerning the management and administration of various Divisions of the Department of Public Works of the Township of South Hackensack to include, but not be limited to:

1. The right to direct the work force.
2. To discipline and discharge employees.
3. To determine manning levels and the number of employees required for a specific job assignment.
4. To determine its own negotiating team and administrators.
5. To determine its own procedures for the verification of sick time as long as the employees do not incur any medical or other related expenses.

6. Subcontracting and reorganization decisions but will discuss all such details with the Union prior to implementation.
7. Subcontracting and reorganization decisions.
8. To determine performance evaluation criteria.
9. To determine reduction or expansion of facilities, equipment and supplies and delivery of services to the public.
10. To determine job assignments and transfers.
11. To determine promotion criteria and make productivity studies.

**Section 2.** No lockout of employees shall be instituted by the Employer during the terms of this Agreement. The Union agrees that during the terms of this Agreement, neither the Union or its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of or interference with the normal work of the municipality. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Employer.

#### **ARTICLE 17. FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

#### **ARTICLE 18. SCHOLARSHIP PLAN**

**Section 1.** The Employer agrees to participate in the Northern New Jersey Teamsters Scholarship Plan with a contribution rate of one (\$.01) cent per hour for each hour paid to each covered employee up to a maximum of two thousand eighty (2,080) hours.

a. The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Scholarship Plan together with Employer contributions, as required herein, and do so on or before fifteen (15) days following the end of the month for which the payment is being made.

b. The Employer further agrees that should they fail to pay their contributions to the Scholarship plan on or before the fifteen (15) days mentioned in paragraph a. above, the Employer shall pay a penalty for each additional month or part of a month for which the Employer fails to pay the contribution at the rate of twelve (12%) percent per annum.

c. The Employer further agrees that contributions received later than thirty (30) days following the end of the month for which the payment is being made, shall be credited to the month immediately preceding the month in which the payment is received.

**Section 2.** The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a Reserve Fund, and to establish additional benefits that are authorized by law. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of the said Funds.

**ARTICLE 19. NEW TEMPORARY EMPLOYEES**

**Section 1.** A temporary employee is one who is hired for a period of up to a maximum of three (3) months in any calendar year and is so informed at the time of hire. A temporary employee will not be required to join the Union and may be terminated at any time and such termination shall not be subject to the Grievance provision of at any time and such termination shall not be subject to the Grievance provision of this Agreement. Any temporary employee retained beyond three (3) months in any calendar year, shall be considered a regular employee with all of the benefits of this Agreement and shall be required to join the Union. His/her seniority date shall be he/her most recent date of initial temporary hire.

**Section 2.** No full-time employee shall be laid off or suffer a reduction in hours as a result of the use of temporary employees. No temporary employees may be hired while employees are on layoff, except if a laid off employee is offered, and declines, temporary employment.

**ARTICLE 20. DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2012 and shall continue in full force and effect until December 31, 2014.


Except as set forth above, all provisions of the collective bargaining Agreement between the parties remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

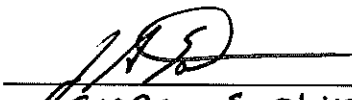
ATTEST


TOWNSHIP OF SOUTH HACKENSACK

  
Linda LoPiccolo, Township Clerk  
Mary Terracino, Deputy Clerk

BY:   
Gary Brugger, Mayor

TEAMSTERS LOCAL NO. 11 I.B.T.

  
GIORGIO SORTINO Shopsteward

 5/21/12

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**APPENDIX I -- WAGES**

**Section A.** Newly Hired Employees

Any and all employees hired after the effective date of this Agreement shall be paid in accordance with the following:

	<b>2012</b>	<b>2013</b>	<b>2014</b>
1st year	30,000	30,000	30,000
2 <sup>nd</sup> year	34,031	34,031	34,031
3 <sup>rd</sup> year	38,062	38,062	38,062
4 <sup>th</sup> year	42,093	42,093	42,093
5 <sup>th</sup> year	46,124	46,124	46,124
6 <sup>th</sup> year	50,155	50,155	50,155
7 <sup>th</sup> year	54,186	54,186	54,186
8 <sup>th</sup> year ( top step)	58,218	58,218	58,218

The sum of \$4,000 shall be added to each year's wage scale for a Mechanic.

**Section B.** All current Employees shall be paid in accordance with the following wage scale.

	<b>2012</b>	<b>2013</b>	<b>2014</b>
Laborer	72,773	72,773	72,773
Mechanic	78,912	78,912	78,912
Assistant Superintendent	88,305	88,305	88,305

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## APPENDIX II

- A. The Department of Public Works shall continue with the past practice of helping the South Hackensack Volunteer Ambulance Corps during normal working hours. All Department of Public Works employees shall be required to answer all daytime ambulance calls. All new Department of Public Works employees must attend a basic first aid course.
- B. All employees hired prior to April 1, 2009 will receive an additional One Thousand Four Hundred (\$1,400.00) Dollars annually which will be considered as part of their annual base salary paid weekly, upon completion of a CPR and first aid course CPR and first aid cards must be kept up to date.
- C. All employees who maintain an EMT certification shall be paid a stipend of Two Thousand Five Dollars (\$2,500.00) per year. Said sum shall be paid in equal installments in the last pay periods of June and December of each calendar year.
- D. If for any reason an employee is injured while performing ambulance duty during work hours, the Township will consider this as part of their job and will have Workmen's Compensation. In the event someone becomes disabled, the Township will assist the employee in obtaining full disability from the State Pension Board.
- E. Mileage reimbursement and tuition costs will be paid by the Township. Employees, at their election, will be allowed to take courses outside of work hours. However, no additional compensation beyond mileage reimbursement and tuition costs will be paid by the Township.
- F. All employees hired after January 1, 1997, will have to be EMT certified. EMT Certification must not be allowed to expire. Any expiration of an EMT Certification could result in a termination of employment.
- G. Beginning January 1, 2010 all employees shall receive their base wages in equal bi-weekly installments. Employees shall also receive any overtime accumulated during said bi-weekly periods in addition to the base wages as well as any other payments paid with base wages in accordance with this agreement.



### APPENDIX III

For purposes of this Agreement wages shall be calculated in accordance with the following formula:

Example:

Base Salary:	\$50,000.00
Negotiated Salary Increase: (4%):	\$2,000.00
Base Wage w/ salary increase:	\$52,000.00
CPR Stipend:            add	\$1,400.00
Longevity Rate:    say 6%	\$3204.00
Total Final Adjusted Salary for calculating overtime, hourly and double time rate:	\$56,604.00
Divided by 52 equals a weekly rate of:	\$1088.54
Divide weekly rate by 40 hours for hourly rate	\$27.21
Multiply hourly rate by 1.5 for overtime rate:	\$40.82
Multiply hourly rate by 2.0 for double time rate:	\$54.42

Qualified Employees to receive EMT stipend 2x per year in equal installments in June and December in the total amount of \$2,500.00.