

#43

AGREEMENT

Between

THE TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY

and

TEAMSTERS UNION LOCAL 102

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EFFECTIVE: January 1, 1996 through December 31, 1997

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Bivona, Cohen, Kunzman, Coley, Yospin,  
Bernstein & DiFrancesco  
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**PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, between the TOWNSHIP OF WARREN, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township" or "Employer", and the TEAMSTERS UNION LOCAL 102, hereafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the Township and the Union relative to those employees represented by the Union.

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve harmonious 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 so that more efficient, productive and progressive public service may be rendered; and

**WHEREAS**, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the Union as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

**WHEREAS**, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each

other with respect to employees of the employer recognized as being represented by the Union as follows:

**ARTICLE I**

**RECOGNITION**

Section 1: Pursuant to N.J.S.A. 34:13A-5.3, the Township recognizes the Union as the sole and exclusive collective negotiating agent with regard to rates of pay, hours of work and other conditions of employment for blue collar employees employed by the Employer in the Warren Township Public Works Department, but excluding all other employees such as craft workers, confidential employees, professionals, police, managerial executives (Superintendent of Public Works and Assistant Superintendent of Public Works) and supervisors within the meaning of the Act. It is understood and agreed that the Employer has the sole and exclusive authority to establish new classifications and set rates of pay for same.

Section 2: This Agreement shall be binding upon the parties and their successors.

**ARTICLE 2**

**MANAGEMENT RIGHTS**

Section 1: It is understood and agreed that the Township possesses the sole and exclusive right to conduct its business, to manage and direct the affairs of its departments, to fulfill its lawful obligations and that all management rights repose in it.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

It is further understood that all rights of management are retained by the Township unless otherwise specifically restricted by this Agreement. These rights shall include, but shall not be limited to, the right to:

- (a) Direct, supervise and otherwise manage the employees, to maximize efficiency and other matters and to take all reasonable steps to improve productivity of the department;
- (b) Hire, promote, transfer, assign, re-assign, and relieve employees from duties because of lack of work or for other legitimate reasons and to determine their qualifications and conditions for continued employment or assignment;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.
- (d) The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- (e) To take all other actions which may be necessary to accomplish the mission of the Township.

Section 2: The exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and

express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and Title 40A of the New Jersey Statutes or any other applicable national, state, county or local laws or ordinances.

### **ARTICLE 3**

#### **NO STRIKE PLEDGE**

Section 1: The parties recognize that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

Section 2: The Union covenants and agrees that during the term of this Agreement, the Union, its officers, members, agents, principals or any persons acting in its behalf, will not cause, authorize, support or condone or take part in any strike, sympathy strike, slowdown, job action, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Union, through its officers, members, agents or principals will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, sympathy strike, work stoppage, slowdown, walkout, mass resignation, mass absenteeism, or other job action against the Township.

Section 3: The Employer shall have the right to discipline or discharge any or all employees causing or being involved in a strike, slowdown, or any other type of interference with normal work performance. The said action shall be subject to the grievance procedure outlined hereinafter.

Section 4: In consideration of the foregoing, the Employer agrees not to lock out any employee covered under the provisions of this Agreement.

#### **ARTICLE 4**

#### **DISCRIMINATION**

There shall be no discrimination, interference or coercion by the Township or the Union or its members against any employee on account of race, color, creed, age, sex, national origin, political affiliation, disability or Union affiliation or nonaffiliation.

#### **ARTICLE 5**

#### **SENIORITY**

Section 1: A newly appointed employee shall be considered probationary and without seniority.

Section 2: Seniority is defined as an employee's length of service with the Township beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in service.

Section 3: An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

Section 4: A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Township.

An employee who is recalled after a period of layoff shall be continued retroactively on the seniority list exclusive of the period of layoff.

Section 5: If an employee is promoted but does not successfully complete a ninety (90) day probationary period, the employee may return to his or her previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

Section 6: In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department, provided the most senior employees have the requisite qualifications and abilities to perform the work available.

Section 7: The Employer shall maintain and post a current seniority list.

## **ARTICLE 6**

### **PROBATION**

Section 1: All newly hired employees shall be subject to a one hundred twenty (120) day probationary period. The purpose of the probationary period is to enable the Employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The Township shall have the right to terminate any employee on probationary status, and such decision to terminate a probationary employee shall not be subject to the grievance procedure or otherwise challenged by the Union.

Section 2: In the event an employee is promoted, he or she will be subject to a ninety (90) day probationary period in the new job.

## **ARTICLE 7**

### **JOB POSTING**

Job vacancies for those positions covered by this Agreement (except entry level classifications) will be posted on the bulletin board. The posting will include the title of the job, any required qualifications, the location of the vacancy, pay rates, hours of work, and the procedure to be followed by employees interested in making application.

## ARTICLE 8

### LAYOFF AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

(1) Employees shall be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the work to be done.

(2) Notice of layoff will be given at least two (2) weeks before the scheduled layoff, if possible.

(3) A laid off employee with more than one year's seniority shall have recall rights for a period of one year. An employee with less than one year employment, but more than six (6) months, shall have recall rights for six (6) months.

(4) If an employee covered by this Agreement is laid off, he or she may exercise his or her seniority rights to bump the least senior employee, provided such bumping employee possesses the skills and qualifications required to perform the work to be done in the job he or she is to fill.

(5) The Employer will re-hire laid off employees in the order of greatest seniority, provided the senior employee is qualified to perform the work available to be done.

(6) Notice of recall shall be mailed to the last known address of the employee on layoff, and said employee shall notify the Employer within one (1) week from the date of the notice of

recall that said employee intends to return to work for the Township, and said employee must actually return to work within two (2) weeks from the date of the notice of recall. It will be the responsibility of the employee to keep the Township advised in writing of his or her current mailing address, and failure to respond to the recall notice or to report for work within the time limits set forth above shall result in loss of recall and seniority rights unless such time limits are extended for good cause by the Employer.

## **ARTICLE 9**

### **WORK WEEK**

Section 1: This Article shall not be construed as a guaranty of hours of work per day or per week, but is intended to set forth the normal working hours of employees covered under this Agreement. The work hours for employees covered by this Agreement shall be forty (40) hours per week and two thousand eighty (2,080) hours per year.

Section 2: Working hours for employees covered by this Agreement shall be as follows:

(a) All public works employees except custodians:

7:00 A.M. to 3:30 P.M., Monday through Friday with a one-half (½) hour unpaid lunch, which lunch break shall be scheduled to begin sometime between 11:00 A.M. and 12:30 P.M. unless modified due to emergency.

- (b) All custodians will work hours as assigned by the Public Works Superintendent which will normally be eight (8) hours per work day.
- (c) It is understood that the pay period does not coincide with the work week; it shall run from Sunday 12:01 a.m. through the second following Saturday at 12:00 midnight.

## ARTICLE 10

### OVERTIME

Section 1: All work performed in excess of forty (40) hours of work during the regular work week shall be considered overtime and shall be paid for at the rate set forth hereinafter.

Section 2: CALCULATION OF OVERTIME

- (a) One and one-half (1-1/2) times the employee's regular hourly rate shall be paid for the first eight (8) hours of work performed over forty (40) hours in a work week, provided the employee has worked or been paid for forty (40) hours of work in the work week in question. If an employee has not worked forty (40) hours in the work week, time and one-half (1-1/2) shall not begin until such hours have been worked.
- (b) Double time (2) times the employee's regular hourly rate shall be paid for all hours worked in excess of forty-eight (48) hours in a work week, provided the employee has worked or been paid for forty-eight (48) hours in the work week in question. If an employee has not worked forty-eight (48) hours in a work week, double time shall not begin until such hours have been worked.
- (c) Overtime calculations shall be based upon a week of Sunday 12:01 a.m. to Saturday at 12:00 midnight.

Section 3:        EMERGENCY SNOW REMOVAL

After performing four consecutive hours of snow removal work, employees covered hereunder shall be entitled to a paid rest break of one half hour. In the event no eating establishments are open at the time of the said break, the Township shall provide meals which shall normally consist of canned goods for the working employees.

Section 4:        For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee receives pay from the Township for approved absence shall be credited to time worked when computing the work week.

Section 5:        All employees shall perform reasonable amounts of overtime, and overtime shall be distributed as equally as possible among employees. The approval of the Public Works Superintendent must be obtained prior to working overtime.

Section 6:        Within a reasonable time after the end of each month, a list will be posted on the Public Works Garage bulletin board setting forth the hours of overtime for each employee for the previous month and the list will remain on the bulletin board until the following month's list is posted. This list will also show all employee overtime refusals or inability of contact with employee as to overtime requests.

**ARTICLE 11**

**CALL BACK PAY**

Section 1: This Article shall apply to unanticipated overtime work as opposed to scheduled overtime which may occur outside the normal working hours of the employee. Any full time employee who is called back to work after completing his or her regularly scheduled shift and has punched out and left his or her place of work shall be guaranteed a minimum of three hours of work at time and one-half (1-1/2) pay, provided such hours do not overlap into the employee's regular working hours. Such employee shall be required to work all hours, in addition to the three hour minimum guarantee, which are required by the employee's supervisor.

**ARTICLE 12**

**RULES AND REGULATIONS**

Section 1: The present rules and regulations in connection with the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

Section 2: Employees covered under this Agreement shall comply with all rules and regulations and shall promptly and efficiently execute the instructions and orders of the Public Works Supervisor or his designee. If an employee refuses to comply with

a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township of Warren, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action.

Section 3: The Employer agrees to advise the Union of any change in work rules or regulations.

### **ARTICLE 13**

#### **DISCIPLINE AND DISCHARGE**

Section 1: The parties agree that nothing contained in this Agreement shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered hereunder, regardless of seniority or any other reason. Notice of discharge or suspension shall be served upon the Union and the employee involved. All disciplinary actions shall follow the procedure outlined in the Personnel Policy of the Township of Warren as periodically amended.

Section 2: If an employee feels that he or she has been disciplined, discharged or suspended unjustly, said employee, through the Union, shall have the right to file a grievance, which must be in writing, with the Employer within three (3) working days from the time of discipline, discharge or suspension. Said grievance shall be initiated at the second step of the grievance

procedure as herein provided. If no grievance is filed within the time period specified, then said discipline, discharge or suspension shall be deemed to be final and binding upon the employee involved, the Union and the Township.

#### **ARTICLE 14**

#### **SICK/INJURY LEAVE**

Section 1: "Sick/Injury Leave" means paid leave that may be granted to each full time Township employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his or her position or who is quarantined by a physician because he or she has been exposed to a contagious disease.

Section 2: A certificate from a physician designated by the Township or the employee's own physician may, at the Public Works Superintendent's discretion, be required as sufficient proof of the need for sick/injury leave for more than one (1) sick/injury day. The cost of the certificate shall be the employee's obligation.

Section 3: In cases of sick leave due to a contagious disease or exposure to same; a certificate from the Township Department of Health may be required, at the discretion of the Township, before the employee is permitted to return to work. In addition, any employee who is on sick/injury leave for three (3) consecutive days or more must present to the Public Works

Superintendent a certificate from his physician or one designated by the Township, substantiating the employee's claim for sick/injury leave and allowing the employee to return to work. The cost of the certificate shall be the employee's obligation.

Section 4: Full time employees shall accumulate sick/injury leave on the following basis:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>SICK/INJURY LEAVE</u>
0 to 1 complete year	1 day per 2 months
1 to 5 complete years	9 days
After 5 years	15 days

Section 5: Sick/injury leave can be accumulated to a maximum of one hundred and ten (110) days during each employee's length of service.

Section 6: An employee must call his or her supervisor before starting time if he or she is sick or injured and unable to report for work on that day. The above call must be made on each consecutive sick/injury day also.

Section 7: Any and all temporary workmens compensation payments and/or disability payments provided through Township funded insurance paid to an employee while the employee is on sick/injury leave shall be turned over to the Township by the employee. The said turn over of monies shall be accomplished so that the same provides the employee with the best tax position which can legally and reasonably be obtained.

Section 8: In order to reduce the amount of working time lost due to sick leave, the Township offers a "sick leave bonus plan" which shall consist of the following benefits:

- (a) If an employee covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next four (4) consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation within the Public Works Department.
- (b) The Township reserves the right, at any calendar year's end, to modify or eliminate this "sick leave bonus plan" unilaterally, and the exercise of this unilateral right to modify or terminate the "sick leave bonus plan" shall not constitute a re-opening of this Agreement, nor shall it require the Township to negotiate or reach agreement with the Union concerning exercise of this unilateral right of modification or termination.

## ARTICLE 15

### HOLIDAYS

Section 1: The Township will designate fourteen (14) paid holidays which will be the same as those granted to the administrative employees of the Township and post the same not later than February 15th each calendar year.

Section 2: The Township can change the date of a holiday.

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

**ARTICLE 16**

**VACATION**

Section 1: Vacation leave shall be computed according to the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>VACATION DAYS</u>
0 to 1 year	1 day for each two months of service to a maximum of 5 days
1 complete year to 5 complete years	10 days
After 5 years to 10 complete years	16 days
After 10 years to 20 complete years	21 days
After 20 years	25 days

Section 2: Vacation leave cannot be taken for less than a half day period without the approval of the Public Works Superintendent. Approval shall not be withheld unreasonably. All vacations must be taken within the vacation calendar year which shall run from January 1st to December 31st, and shall not be allowed to accumulate.

Section 3: Vacations are credited in advance in expectation of continued employment, and vacation entitlement shall be pro-rated from January 1st to the date of separation in the calendar year if employment is terminated. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation taken within the calendar year. This reimbursement will be deducted from the employee's final pay check.

Any earned vacation which is not taken shall be paid upon separation in accordance with the pro-rated schedule set forth above.

Section 4: An employee shall receive increased vacation in accordance with the next higher applicable level commencing in that calendar year that the employee's employment anniversary falls. Example: Employee hired on May 1, 1991; employee shall be entitled to 16 days vacation as of May 1, 1996, until that date employee shall be entitled to 10 days vacation. Part-time permanent employees shall be entitled to vacation time as set forth in this Article, except that it shall be pro-rated in accordance with the number of hours the employee works during his or her normal work week.

Section 5: Vacation scheduling shall be determined by the Public Works Superintendent consistent with the efficient operation of the department.

Section 6: If a holiday occurs during a vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday.

## **ARTICLE 17**

### **WAGES**

Section 1: The parties recognize the need for continued high quality service to the community and they agree to cooperate with each other to provide this service. In recognition of this

pledge of continued high service the Employer agrees to improve the salaries for all employees covered by this Agreement for the calendar years 1996-1997 as follows:

7/22/96

NAME	CURRENT TITLE	1995	1996	1997
Amram, Chanoch <sup>a</sup>	Assist. Mech/Utility Person	\$13.55	\$14.20	\$14.85
Bazarnicki, Joe <sup>b</sup>	Bldg/Grnds. Maint.	13.80	14.45	15.10
Buro, Douglas	Truck Driver	12.90	13.55	14.20
Diaz, Augusto	Custodian	13.47	14.15	14.80
Frusco, Frank <sup>c</sup>	Truck Driver	13.80	14.00	14.20
Kielblock, Timothy	Mechanic Foreman	18.08	18.80	19.50
Kimock, Andrew	Equip. Operator	13.96	14.60	15.25
Kimock, Edward	Equip. Operator	13.96	14.60	15.25
Kyryczenko, John	Bldg/Grnds. Maint.	13.80	14.45	15.10
Lamson, Dennis	Equip. Operator	13.93	14.60	15.25
Lamson, Douglas	Foreman	16.86	17.55	18.25
Otto, Edward	Equip. Operator	13.90	14.60	15.25
Pilla, Joseph	Mechanic	14.96	16.40	17.85
Rogozinski, Kenneth	Foreman	15.99	17.11	18.25
Karabinchak, Andrew	Laborer	12.20	12.85	13.50
Mancerella, Joseph <sup>d</sup>	Laborer		12.20	12.85

<sup>a</sup>Terminated June 5, 1996

<sup>b</sup>Title change from Truck Driver to Building & Grounds Maintainer retroactive to 1/1/95

<sup>c</sup>Title change from Building & Grounds Maintainer to Truck Driver, retroactive to 1/1/96

<sup>d</sup>Hired July 15, 1996 - rates shown were not negotiated.

Rates listed include raises and adjustments as negotiated for each year of contract.

Caveats:

1. Above schedule assumes existing titles and must be adjusted if a promotion or demotion occurs
2. Base salaries, do not include longevity.
3. The salaries set forth above are specific to the designated employees and not the position.
4. Bazarnicki is to be paid retroactively in 1995 as a building and grounds worker (\$13.80 hour) from January 1, 1995 through December 31, 1995, the Township being credited with all sums paid to him during such period. Bazarnicki is also to be paid at the hourly rate of a building and grounds worker from January 1, 1996 through the date he is actually paid as such in 1996 (deducted therefrom shall be all sums paid to him by the Township during such period of time). All sums paid to Bazarnicki pursuant hereto shall be subject to all Township pay withholding as of the date such payments are made.

Frusco's job title has been changed from "Bldg/Grnds Maint" to "Truck Driver."

Section 2: Employees assigned to a higher level job by the Superintendent for ten (10) days or more will be paid retroactively at the higher level for the entire job assignment. Such assignment shall be deemed temporary not permanent.

Section 3: All employees hired before January 15, 1993 who have credited service in PERS of at least twenty-three (23) years, with at least eighteen (18) years of service being in Warren Township, shall be entitled to a seven and one-half (7-1/2%) percent raise after the employee has completed twenty-three (23) years of pension credited service and another seven and one-half (7-1/2%) percent raise after the employee has completed twenty-four (24) years of pension credited service. In the event that the

employee is employed by the Township after the employee has completed twenty-five (25) years of pension credited service, the employee's pay will be reduced by fifteen (15%) percent (see below formula). The formula expressing the above shall be:

Year 1 = Base Salary x 7.5% x longevity (if any) = Total

Year 2 = Base Salary x 7.5% (Year 1 included) x 7.5% (Year 2) x longevity (if any) = Total

Year 3 = Base Salary x longevity (if any) = Total

Any employee exceeding the above pension credited service years (23 and/or 24) as of January 1, 1996 shall be entitled to the benefits set forth in this section commencing on January 1, 1996 relative to the benefit for the completion of the 23rd year and January 1, 1997 relative to the benefit for the completion of the 24th year.

## **ARTICLE 18**

### **CLASSIFICATIONS**

The parties have agreed upon the following classification of employees covered hereunder for the term of this Agreement:

- I. Motor Vehicle:
  - A. Shop Foreman
  - B. Mechanic
  - C. Assistant Mechanic/Utility Person
  
- II. Roads:
  - A. Foreman
  - B. Equipment Operator
  - C. Truck Driver
  - D. Laborer

III. Buildings and Grounds

- A. Maintenance Person
- B. Custodian

If, during the term of this Agreement, the Township determines that new job classifications be established, or that changes be made in existing job classifications, the parties agree that they will consult with a view to arriving at a mutually acceptable determination prior to such changes being made effective. Should the parties fail to agree, the Township shall have the right to implement such new job classifications or make changes in existing job classifications, subject to the grievance procedure outlined hereinafter.

**ARTICLE 19**

**FEDERAL FAMILY AND MEDICAL LEAVE**

Federal Family and Medical Leave Act and New Jersey Family Leave Act shall be applicable to all employees.

**ARTICLE 20**

**JURY LEAVE**

Any employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he or she is serving on said jury, the employee shall receive his or her full pay from the Township, less jury pay. If an employee is excused from jury duty

by or before 1:00 p.m., he or she shall report to work for the remainder of the work day.

## ARTICLE 21

### BEREAVEMENT LEAVE

Section 1: All employees covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of three (3) days when a death occurs in the immediate family of the employee. The term "immediate family" is defined to mean husband, wife, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of a full time employee covered hereunder. The Superintendent or his designee may grant an increase in the above three (3) day period if he deems, in his sole opinion, that circumstances justify such increase.

Section 2: Full time employees covered by this Agreement shall also be entitled to one (1) workday leave without loss of pay, if needed, to attend the funeral of brother-in-law, sister-in-law, aunts or uncles.

Section 3: Proof of death of relative shall be provided by the employee requesting leave under this Article.

**ARTICLE 22**

**MILITARY LEAVE**

Any full time employee covered by this Agreement who is a member of the United States Reserves, or State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law. The said period shall be without pay, but shall not be charged as vacation to the employee.

**ARTICLE 23**

**HEALTH BENEFITS**

Section 1: The Township agrees to continue to provide medical and surgical insurance for employees covered hereunder which includes hospitalization and Major Medical, or the equivalent coverage. The Township may substitute other insurance carriers or plans as long as the insurance coverages provided are equal to or better than those presently provided. In the event that an employee utilizes an HMO Plan and the same is more expensive than the standard State Health Benefits Plan offered by the Township, the employee shall reimburse the Township the amount the HMO Plan exceeds the cost of the standard State Health Benefits Plan, as per the direction of the Township Administrator.

Section 2: The Township shall continue to provide a dental plan for employees covered under this Agreement. Dependent dental

coverage may be selected by the employee. The cost of dependent coverage will be paid 50% by the employee and 50% by the Township.

#### **ARTICLE 24**

##### **UNION REPRESENTATIVES**

Section 1: The Township recognizes, and shall deal with, the accredited Union Steward in all matters relating to grievances and interpretation of this Agreement. The Union shall advise the Public Works Superintendent or Township Administrator of the name of the said Steward within five (5) days of his or her election.

Section 2: With the consent of the Public Works Superintendent, the Union Steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances and contract interpretation with the Township, it being understood that grievances shall normally be handled during non-work time except in cases of emergency. No Union representative, or member, shall leave his or her work without first obtaining the permission of the above parties.

#### **ARTICLE 25**

##### **BULLETIN BOARDS**

A bulletin board, or section thereof, for Union information shall be provided by the Township in the Municipal Garage. Nothing shall be posted on the bulletin board without prior approval of the Public Works Superintendent and the Union agrees that it will not

post anything of a derogatory nature to the Employer or information which would incite or provoke job action.

## ARTICLE 26

### TUITION REIMBURSEMENT

The Township agrees to reimburse employees the cost of tuition, as set forth below, for all job related courses taken, provided the employee has worked for the Township for at least six (6) months and obtains prior approval from the Public Works Superintendent to take such course. Tuition reimbursement, at the following rates, shall be paid upon submission by the employee of proof that the course was completed with a grade "C" or better, or if no grades are given, of a satisfactory completion. The Township will reimburse the employee 75% of employee's costs where the employee attains a grade of "A" or "B". The Township will reimburse the employee 50% of the said costs where the employee attains a grade of "C" or a "pass" grade in a "pass/fail" graded course.

Persons receiving tuition reimbursement from the Township must remain in the employ of the Township for at least six months after completing the course or said tuition reimbursement shall be repaid to the Township by deducting the amount of said tuition reimbursement from the employee's last pay check.

## **ARTICLE 27**

### **ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

Section 1: An employee shall, within five (5) working days of a written request to the Township Administrator, have an opportunity to review his or her personal folder in the presence of an appropriate municipal official to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement.

Section 2: Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

## **ARTICLE 28**

### **CONTRACTING AND SUB-CONTRACTING**

The Employer may continue to let subcontracts or enter new subcontracts for the work or services presently performed by or hereafter assigned to employees covered by this Agreement provided that the sole purpose of any such subcontracting shall not be to cause a layoff of employees covered hereunder.

**ARTICLE 29**

**SAFETY AND HEALTH**

The Employer and the Union shall each designate a Safety Committee member. It shall be those members' joint responsibility to investigate and recommend how to correct unsafe and unhealthy conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

**ARTICLE 30**

**GRIEVANCE PROCEDURE**

Section 1:       Definition:       Any grievance or dispute which may arise between the parties involving the application, meaning, violation, misapplication or interpretation of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement. All grievances shall be in writing.

Section 2:       Procedures:

STEP 1 - Informal - Public Works Superintendent

Within five (5) working days of the time a grievance arises or within five (5) working days of the date when the grievant knew or should have known of its occurrence, the employee will personally (may be accompanied by the Union Steward) present the grievance informally to the Public Works Superintendent. Within three (3) working days after presentation of the grievance,

the Public Works Superintendent will render a written decision or answer to the employee with a copy to the Union Steward.

STEP 2 - Formal - Township Administrator

Within five (5) working days of the written decision or answer of the Public Works Superintendent, if the grievance is not resolved, the employee shall file a written grievance with the Township Administrator. The said grievance shall include a complete recitation of the situation complained of and a designation of the section of the contract alleged to have been violated and how the same was specifically violated. The Township Administrator will arrange a meeting with the employee and the Union Steward not later than five (5) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written answer to the employee, with a copy to the Union Steward, not later than five (5) working days after the said meeting.

STEP 3 - Formal - Township Committee

Within ten (10) working days of the written answer of the Township Administrator, if the grievance is not resolved, the grievance shall be forwarded to the Township Committee. The Township Committee will arrange a meeting at a mutually agreeable time which shall not be later than ten (10) working days after receipt of the grievance. The aggrieved party, the Union Steward, Union Representative and Local Union President shall be entitled to

be present at the meeting. The Township Committee shall give a written answer to the grievance within ten (10) working days following the meeting, or within such additional period of time that may be mutually agreed upon. The decision of the Township Committee shall be final and non-appealable.

Section 3: A group grievance, one that may affect a group of employees, may be presented by the Union at Step 2.

Any grievance not processed to the next step in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been abandoned by the moving party.

If the Employer does not respond to a grievance within the time periods set forth in the grievance procedure, the Union may advance the grievance to the next step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any affect thereof have been fully determined.

Section 4: The parties agree that in the event that the Union reasonably finds that the lack of a binding arbitration provision in the present grievance procedure is a practical problem to the employees, the Township agrees to re-open negotiations relative to the addition of that concept to the grievance procedure. No other matter in this agreement, whatsoever, shall be subject to this re-opener. It will be the burden of the Union to show that the

present grievance procedure does not allow employees' grievances to be fairly and reasonably resolved. In the event that the Union does not seek to re-open negotiations, as set forth above, on or before December 31, 1996, this Section 4 will be void and of no further effect.

**ARTICLE 31**

**LONGEVITY**

Section 1: All full time Township employees, in addition to their annual salary, shall be paid (annualized) with their base pay during each pay period longevity payments based upon the following scale:

- (A) After four (4) years of continuous service as a full time employee and starting with the fifth (5th) year and including the eighth (8th) year . . . 2% of annual salary.
- (B) After eight (8) years of continuous service as a full time employee and starting with the ninth (9th) year and including the twelfth (12th) year . . . 4% of annual salary.
- (C) After twelve (12) years of continuous service as a full time employee and starting with the thirteenth (13th) year and including the sixteenth (16th) year . . . 6% of annual salary.
- (D) After sixteen (16) years of continuous service as a full time employee and starting with the seventeenth (17th) year and including the twentieth (20th) year . . . 8% of annual salary.
- (E) After twenty (20) years of continuous service as a full time employee and starting with the twenty-first (21st) year . . . 10% of annual salary.

Section 2: Longevity shall not be considered as part of base pay for purposes of computing overtime or salary and wage adjustments.

Section 3: Longevity shall not be applicable to employees hired after January 1, 1991.

### ARTICLE 32

#### REST PERIODS

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the immediate supervisor. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

### ARTICLE 33

#### WORK UNIFORMS

Section 1: The Township agrees that it will supply replacement uniforms on an annual basis without cost to the employees for those employees in the Public Works Department as follows:

- (1) Three pair of trousers;
- (2) Three shirts (employee choice of long or short sleeve);
- (3) One jacket (employee choice of medium or heavy weight);
- (4) Two pair safety shoes;
- (5) One pair coveralls for each mechanic to be replaced as needed as determined by the Superintendent of Public Works, with a maximum of one pair of coveralls per year per mechanic.
- (6) Six pocket T-shirts

This benefit shall be provided within one (1) month after final adoption by the Township of its permanent budget.

Section 2: The Employer also agrees to replace foul weather gear and insulated coveralls, as needed, at its option.

Section 3: The Township also agrees to supply new employees in the Public Works Department, after completion of any applicable probationary period, with an initial uniform issue as follows:

- (1) Five pair of trousers;
- (2) Three long sleeve shirts;
- (3) Three short sleeve shirts;
- (4) One medium weight jacket for cool weather;
- (5) One heavy weight jacket with hood for cold weather;
- (6) Two pair of safety shoes;
- (7) One pair insulated coveralls, except for mechanics;
- (8) Two pair coveralls for mechanics.
- (9) Six pocket T-shirts.

Section 4: The Township shall have the exclusive right to select the vendor or vendors from whom the uniform shall be purchased.

#### **ARTICLE 34**

#### **MISCELLANEOUS**

Section 1: The present practice of Township employees in the Public Works Department operating the mini-dump behind the Town Garage on Saturdays shall continue. Employees who perform this service shall receive overtime pay or compensatory time off equal to one regular work day at the employee's option.

Section 2: Employees covered hereunder who are required and authorized to use their personal car for Township business shall be compensated at the rate of twenty-two cents (\$ .22) per mile for miles driven in connection with such Township business.

Section 3: Public Works mechanics shall have the right to work on motor vehicles owned by them after regular work hours in the Municipal Garage. All mechanics are required to provide their own hand tools to enable them to accomplish their job function.

### ARTICLE 35

#### FULLY BARGAINED PROVISION

The parties agree that they have fully negotiated and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

### ARTICLE 36

#### SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

**ARTICLE 37**

**TERMINATION**

This Agreement shall be effective as of January 1, 1996 and shall remain in full force and effect until December 31, 1997. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice.

**ARTICLE 38**

**PROCEDURE FOR COLLECTIVE NEGOTIATIONS**

Section 1: Collective negotiations, with respect to appropriately negotiable matters, shall be conducted by the duly authorized representatives of each of the parties.

Section 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party, the same to be scheduled to result in the least amount of missed work by union members.

Section 3: Employees who may be designated by the Union to participate in collective negotiating meetings called for the purpose of the negotiation of an Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such employees shall

be so designated at any one time. A member of the negotiating team that is attending a negotiation session during a non-work period will not be compensated.

### ARTICLE 39

#### DUES CHECKOFF/AGENCY SHOP

Section 1: Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union and consistent with applicable law) the Township agrees to deduct membership dues. Dues deductions for any employee in this bargaining unit shall be limited to Teamsters Union Local 102, the duly certified majority representative, and employees may cancel such written authorization by giving written notice of such cancellation to the Township and the Union only between June 11th and June 30th of any year effective the July 1st immediately following.

Section 2: The amount of monthly Union membership dues will be certified by the President of the Teamsters Union Local 102, in writing, to the Township. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a ten (10) day period after such certification of change is received by the Township.

Section 3: The Township and the Union agree that there will be a representation fee for employees who do not become

members of the Union. That fee shall be fifty (50%) percent of the dues amount which is certified pursuant to Section 2 above.

Section 4: The Union dues deducted from an employee's pay will be transmitted to the Union Treasurer by check as soon as practicable after the first period in which the deductions were made and each month thereafter will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 5: The Union agrees that it will indemnify and save harmless the Township against any actions, claims, loss or expenses, including reasonable attorney fees, in any matter resulting from action taken by the Township at the request of the Union under this Article.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 5<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1996.

ATTEST:

Doris Lortie  
Doris Lortie,  
Township Clerk

TOWNSHIP OF WARREN,  
SOMERSET COUNTY, NEW JERSEY

BY: Kenneth Brenn  
Kenneth Brenn, Mayor

WITNESS:

Douglas J. Buren

TEAMSTERS LOCAL #102

BY: Jack A. Riley