

#1764

AGREEMENT BETWEEN

TOWNSHIP OF MINE HILL

MORRIS COUNTY, NEW JERSEY

and

TEAMSTERS UNION LOCAL 102

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 1996 THROUGH DECEMBER 31, 1998

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THIS AGREEMENT entered into this _____ day of January, 1996, by and between the TOWNSHIP OF MINE HILL, in the County of Morris, and State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and TEAMSTERS UNION LOCAL 102, International Brotherhood of Teamsters (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1 RECOGNITION

1.1 The Township hereby recognizes the Union as the exclusive negotiating agent for all full-time employees employed by the Township Water and Road Departments, but excluding managerial executives, confidential employees, professionals and supervisors.

ARTICLE 2 NEGOTIATION PROCEDURES

2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Union is authorized to negotiate in accordance with Article 1, Recognition, of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced in writing, shall be adopted by appropriate Resolution of the Township, and shall be signed by the Township and the Union. The signature by the Union of the Contract shall be pursuant to authorization received from the membership, and the Township reserves the right to request proof of authorization of the membership before appending its signature to any Agreement.

2.2 The Union and the Township shall exchange written total contract proposals no later than November 15th of the calendar year preceding the expiration of this Agreement, and such submission of the exchanged proposals shall constitute the opening of formal negotiations.

2.3 The Township and the Union shall have the right to revise, modify or delete the submitted total contract proposals as the negotiating committee may determine from time to time. The parties may submit additional proposals during the negotiating process.

2.4 All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties when the parties mutually determine that a meeting shall be scheduled.

2.5 It is agreed by and between the parties that in order to facilitate the expeditious resolution of the matters in dispute without undue delay in the course of negotiations, that each side shall normally limit its negotiating committee to not more than four (4) members, but not including counsel to either party. In the event that the governing body determines that it wishes to sit as a committee of the whole in one (1) or more negotiating sessions, it may do so notwithstanding the above limitation.

2.6 The parties agree that during the period of negotiations and prior to reaching an Agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares an impasse.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1 The term "contractual grievance" as used herein means a complaint by an employee that, as to him/her there has been inequitable, improper, or unjust application, interpretation, or violation of this Agreement.

3.2 The term "administrative grievance" as used herein means any controversy arising over the interpretation or application of Township actions, policies or administrative decisions that affect the terms and condition of employment of the employees covered by this Agreement.

3.3 A "grievant" is the person or persons making the claim.

3.4 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.5 The term "employee" is defined as a full-time employee represented by the Union.

3.6 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise effecting the terms and conditions of employment of the employees of the Township of Mine Hill and to resolve grievances as soon as possible to assure efficiency and promote employee morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both contractual and administrative grievances may be raised by an individual employee or by the Union.

3.7 Step 1 - The grievant shall notify the Superintendent in writing of the nature of the grievance within seven (7) calendar days of the event giving rise to the grievance, or whenever the party became aware of the event giving rise to the grievance. Within five (5) calendar days of receipt of the written grievance, the Superintendent shall meet with the grievant and attempt to adjust or resolve such grievance. The Superintendent shall render a decision in writing within five (5) calendar days after such meeting.

Step 2 - If the grievance is not resolved at Step 1, the grievant may present the written grievance to the Mayor or the Municipal Administrator within seven (7) calendar days after receipt of the decision of the Superintendent. The notice shall include a copy of the written grievance and the reasons he/she is dissatisfied with the decision of the Superintendent. The Mayor or the Municipal Administrator shall arrange to meet with the grievant and attempt to adjust or resolve such grievance. The Mayor or the Municipal Administrator shall render his/her decision in writing within seven (7) calendar days after such meeting. The Union shall be notified of the decision.

Step 3 - If the grievance is not resolved at Step 2, the Union or the grievant may present the written grievance to the full Council within seven (7) calendar days after receipt of the decision of the Mayor or the Municipal Administrator. The notice shall include a copy of the written grievance and the reasons for the dissatisfaction with the decision of the Mayor or the Municipal Administrator. The full Council shall arrange to meet with the grievant and the Union in an attempt to adjust or resolve such grievance. The full Council shall render its decision in writing within seven (7) calendar days after such meeting and notify the grievant and the Union of the decision.

Step 4 - If the grievance is not resolved at Step 3, the Union may advance the grievance to binding arbitration by notifying the Municipal Administrator in writing within fifteen (15) days after receipt of the full Council's decision. In the event, the Executive Board of the Local Union declines to arbitrate the grievance, the Union must notify the Municipal Administrator and the grievant in writing of the Executive Board's decision within ten (10) calendar days after receipt of the full Council's decision. If the grievant disagrees with the Executive Board's decision, the grievant may request binding arbitration by notifying the Municipal Administrator within five (5) calendar days after receipt of the Union's notice not to arbitrate.

3.8 Within ten (10) calendar days after service of such written notice of submission to arbitration, the Municipal Administrator and the Union shall select a mutually acceptable arbitrator according to the rules of P.E.R.C. However, no arbitration shall commence within thirty (30) calendar days of the Municipal Administrator's decision. If the Union declines to arbitrate the case, the grievant shall be responsible for the selection of a mutually acceptable arbitrator.

3.9 The Arbitrator selected shall hold hearings promptly and shall issue his/her decision no later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the Arbitrator. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Municipal Administrator, the Union and the grievant. The Arbitrator's decision shall be binding on all parties to the arbitration and the employees. The arbitration procedure herein shall be the sole and exclusive remedy for all disputes which were or could have been filed as grievances under this Agreement. The arbitrator shall not have the authority to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.

3.10 All the costs of the arbitration, including the costs for services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Township and the Union. The only exception would be that if the Union declines to arbitrate the case and the grievant requests to proceed to arbitration, the grievant shall be responsible for sharing the costs of and expenses equally of the arbitration with the Township and for payment of his/her own attorney's fees, if any. If the grievant proceeds on his/her own, the Union has the right to be present at the arbitration and to make any presentation it deems necessary to protect the interests of other unit employees.

3.11 Notwithstanding the foregoing, in the event the Township has no Municipal Administrator at the relevant time, the foregoing provisions relating to the Municipal Administrator shall not be applicable.

ARTICLE 4 NO STRIKE PLEDGE

4.1 The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

4.2 In the event of a strike, slow down, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Rules and Regulations of the Department of Personnel.

4.3 The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, walkout or other job action against the Township.

4.4 Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 5 NON-DISCRIMINATION

5.1 There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex, age, national origin or disability.

5.2 There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE 6 MANAGEMENT RIGHTS

6.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

- (a) In the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

6.2 Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under N.J.S.A. 40-1 et. seq., N.J.S.A. 40A:1-1 et. seq. and N.J.S.A. 11-1 et. seq. or any other National, State, or ordinances.

6.3 Management will post a notice on all municipal bulletin boards whenever a vacancy in an existing position occurs or whether a new position is established. Such notice is intended to alert employees of an available position within the Township.

ARTICLE 7 SALARY AND WAGES

7.1 The hourly rate for all Full-Time Employees shall be compensated in accordance with the following schedules:

	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
After completion of four (4) years of service	16.45	17.03	17.71
After completion of three (3) years of service	15.63	16.18	16.83
After completion of two (2) years of service	14.72	15.33	15.94
After completion of one (1) year of service	13.16	13.63	14.18
Less than one year of service	12.34	12.77	13.28

7.2 The person designated as Acting Assistant Foreman shall receive an additional stipend of \$1,000 per annum.

7.3 New employees shall be on a probationary period for their first ninety working days and subjected to termination without Union review. Upon completion of their probationary period, such employees shall be credited with seniority from their date of hire.

ARTICLE 8 HOURS AND COMPENSATORY TIME

8.1 The work week shall be forty (40) hours per week (Monday through Friday) from 7:00 a.m. to 3:30 p.m. All consecutive hours worked after 3:30 p.m. shall be paid at the appropriate overtime rate of pay.

8.2 Employees who work in excess of forty (40) hours per week or eight (8) hours per day in a paid status, shall receive pay at the rate of time and a half.

8.3 Employees who work overtime. All overtime must be approved and documented by the Superintendent of Public Works, or in his/her absence his/her designate.

8.4 Call-ins. Employees who are called-in shall be paid at time and one-half for a minimum of three (3) hours. The pay for holidays shall be at double time. Call-ins must be approved and documented by the Superintendent of Public Works, or in his/her absence his/her designate.

8.5 No employee shall be expected to start a new shift without a seven (7) hour layoff, if possible.

ARTICLE 9 HOLIDAYS AND PERSONAL DAYS

9.1 There shall be fourteen (14) paid holidays accorded to each employee in this bargaining unit. The following shall be observed by the Township as official holidays: New Year's day; Martin Luther King day; President's day; Good Friday; Memorial day; Independence day; Labor day; Veteran's day; Columbus day; Thanksgiving day; and the first day thereafter; Christmas; and the employee's birthday.

9.2 If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

9.3 An employee who works on a holiday shall be paid double time.

9.4 An employee with five (5) or more years of service shall be granted three (3) personal days per contract year. Said personal days are to be taken only with the consent and approval of the Superintendent of Public works, or in his/her absence, his/her designate and is to be given by seniority. Said personal days shall be non-accumulative.

ARTICLE 10
HEALTH AND MEDICAL INSURANCE

- 10.1 The Township shall continue to provide enrollment in the hospital and medical benefits program presently in existence.
- 10.2 The Township shall continue to provide the same level of health and medical insurance that the employee presently receives, for up to two (2) years in the event an employee is disabled on the job.
- 10.3 The Township shall provide health and medical insurance for the employee and his/her spouse if the employee retires after twenty-five (25) years of service to Mine Hill. This insurance shall be similar to the insurance provided to other Township employees.
- 10.4 The Township shall provide the same dental plan as given to the Police Department.

ARTICLE 11
COFFEE/MEAL BREAKS

- 11.1 Each employee shall have two (2) fifteen (15) minute coffee breaks per day - one (1) in the morning and one (1) in the afternoon.
- 11.2 Lunch is specified as one-half (1/2) hour in length (12:00 to 12:30).
- 11.3 Any employee who works overtime shall be granted a forty-five (45) minute meal break, with meals paid for by the Township, for every four (4) hours of overtime worked.

ARTICLE 12
SICK LEAVE

- 12.1 Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, or exposure to contagious disease. A Certificate of a reputable physician in attendance may be required by the Township as sufficient proof of need of leave of absence of the employee. In case of leave of absence due to contagious disease, a Certificate from the Department of Health shall be required.
- 12.2 All employees covered under this Agreement will receive one (1) days of sick leave for every month of service during the remainder of the first calendar year of Service following permanent appointment and twelve (12) working days in every calendar year thereafter, accrued at a rate of one (1) working day per month worked for each calendar year thereafter, accrued at a rate of one (1) working day per month worked for each calendar month of employment.

12.3 A maximum of six (6) days a year may be accumulated beyond the end of the calendar year to a maximum of eighty (80) accumulative sick days which may be carried into the next year. Employees who have accumulated eighty (80) sick days in the bank will be compensated for unused sick days using the following schedule:

Sick Days Used:

None
Six (6)
Seven or more

Compensation

Six (6) days pay at the end of the year.
Four (4) days pay at the end of the year.
No compensation.

12.4 Upon retirement, resignation or termination, an employee shall receive pay commensurate to one-half (1/2) of the accumulative sick days, not to exceed the equivalent of eighty (80) days for forty (40) days.

12.5 Reporting of Absence on Sick Leave: If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified prior to the employee's starting time. The Township shall prepare a procedure for notification that should be followed in the event of the non-availability of the supervisor.

- (a) Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (b) Absence without notice for three (3) consecutive days shall constitute a resignation.

12.6 Verification of Sick Leave:

- (a) An employees who shall be absent on sick leave for two (2) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. Abuse of sick leave shall be cause for disciplinary action.
- (b) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- (c) The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

12.7 Bereavement Leave: Employees shall be granted time off without deduction from pay to a maximum of five (5) days if out of state or three (3) days for in state, for each bereavement for the death of a grandparent, mother, father, mother-in-law, father-in-law, spouse, child, sister or brother.

ARTICLE 13 VACATIONS

13.1 Employees shall earn vacation time as follows:

- (a) Up to one (1) year of service, one-half (1/2) working day vacation for each month of service;
- (b) after one (1) year and up to six (6) years of service, two (2) work weeks vacation;
- (c) six (6) years of service and up to and including ten (10) years of service, three (3) work weeks vacation;
- (d) after ten (10) years of service, four (4) work weeks vacation.
- (e) after fifteen (15) years of service, five (5) work weeks vacation.

13.2 Vacations shall be scheduled by seniority, but notwithstanding the foregoing, shall be scheduled at the discretion of the Superintendent of Public Works.

ARTICLE 14 UNIFORMS

14.1 Uniforms are to be supplied to all employees and are to be maintained by the employees. The following items are to be supplied by the Township:

- (a) Five (5) winter shirts (supplied in Fall) each year.
- (b) Five (5) summer shirts (supplied in Spring) each year.
- (c) Five (5) winter pants (supplied in Fall) each year.
- (d) Five (5) summer pants (supplied in Spring) each year.
- (e) One (1) jacket every two (2) years.
- (f) Two (2) pair of steel-toed safety shoes per year.

ARTICLE 15 FULLY BARGAINED PROVISION

15.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 16
SEPARABILITY AND SAVINGS

16.1 If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 17
WORK FOR BOARD OF EDUCATION and
VOLUNTEER FIRE DEPARTMENT

17.1 Work to be performed by the Union and Township, on behalf of the Board of Education, shall be limited to plowing and sanding of parking lots and for an emergency or any services deemed an emergency by the Mayor or his/her designate.

17.2 No employee will be required to work on public/private property except for the installation of water meters, reading of meters, and checking of meters. The "Union" and "Township" agree that Public Works employees will assist in the preparation, maintenance and cleanup of the Firemen's Field during "carnival" week. This exception will assist our Volunteer Fire Department in their annual fund-raising volunteer efforts.

ARTICLE 18
DURATION OF AGREEMENT

18.1 The term of this Agreement shall be from January 1, 1996 until December 31, 1998.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at

Mine Hill, New Jersey on the 1st day of Feb. 1998

Teamsters Union Local 102, IBT

John A. Riley

Township of Mine Hill, Morris County

Louis Amabile

WITNESS:

John Sabatino

Mildred C. C. C.