

Contract # 764

**AGREEMENT BETWEEN
TOWNSHIP OF MINE HILL
MORRIS COUNTY, NEW JERSEY
AND
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 102**

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

(2/1/93)

PREAMBLE

THIS AGREEMENT entered into this day of January, 1993, 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 the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 102 (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

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 II

NEGOTIATION PROCEDURES

A. 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 I, 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. The Union shall submit its total Contract proposals to the Township and the Township shall submit its proposals to the Union not later than October 15th of the calendar year preceding the expiration of this Agreement, and such submission of the proposals shall constitute the opening of formal negotiations.

The Township reserves the right to present proposals of its own as well as counter-proposals to those presented by the Union. Such proposals shall be presented to the Union in writing.

3. 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.

4. 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.

5. 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 III

GRIEVANCE PROCEDURE

A. Definitions:

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.

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

3. An "aggrieved person" is the person or persons making the claim.

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.

5. The term "employee" is defined as a full-time employee and a member of the Union.

B. Purpose.

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 is as to assure efficiency and promote employee's morals. 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.

C. Procedure.

The procedure shall be as follows:

1. An aggrieved person shall notify the Department Head in writing of the nature of the grievance within ten (10) days of the event giving rise to the grievance. Within five (5) days of receipt of the notice, the Department Head shall meet with the

aggrieved person and attempt to adjust or render his/her decision in writing within five (5) days after such meeting.

2. If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may present the grievance to the Municipal Administrator in writing within ten (10) days after receipt of the decision of the Department Head. The notice shall set forth the nature of the grievance and the reasons he is dissatisfied with the decision of the Department Head. The Municipal Administrator shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Municipal Administrator shall render his/her decision in writing within ten (10) days after such meeting.

3. If the grievance is not resolved to the satisfaction of the aggrieved person, he may present the grievance to the Township Mayor and Governing body in writing within ten (10) days after receipt of the decision of the Municipal Administrator. The notice shall set forth the nature of the grievance and the reasons he/she is dissatisfied with the decision of the Municipal Administrator. The Township Mayor and Governing Body shall arrange to meet with the aggrieved person in an attempt to adjust or resolve such grievance. The Township Mayor and Governing Body shall

render its decision in writing within ten (10) days after such meeting.

4. If such grievance is not resolved to the satisfaction of the aggrieved person, he/she may within fifteen (15) days after receipt of the Township Mayor and Governing Body's decision, notify the Municipal Administrator in writing that he/she wishes to take the matter to binding arbitration.

(a) Within ten (10) days after service of such written notice of submission to arbitration, the Municipal Administrator and the aggrieved person shall select a mutually acceptable arbitrator according to the rules and procedures of the American Arbitration Association. However, no arbitration shall commence within thirty (30) days of the Municipal Administrator's decision.

(b) The Arbitrator selected shall hold hearings promptly and shall issue his/her decision not later than twenty (20) 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 him/her. 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 and aggrieved person and shall be binding on all parties.

(c) 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 aggrieved employee.

5. 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 IV

NO-STRIKE PLEDGE

A. 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.

B. In the event of a strike, slowdown, walkout, or

other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Township to invoke the following:

1. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.

C. 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.

D. 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 V

NON-DISCRIMINATION

A. 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.

B. 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 VI

MANAGEMENT RIGHTS

A. 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:

1. In the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.

2. 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.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. 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. eq. and N.J.S.A. 11-1 et. seq. or any other National, State, County or Local laws or ordinances.

C. 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 VII

SALARY AND WAGES

1. On January 1, 1993, the employees covered under this Collective Bargaining Agreement will be entitled to a four percent (4%) increase in salary.

2. On January 1, 1994, the employees covered under this Collective Bargaining Agreement will be entitled to a four and one-half percent (4 1/2%) increase in salary.

3. On January 1, 1995, the employees covered under this Collective Bargaining Agreement will be entitled to a five percent (5%) increase in salary.

ARTICLE VIII

HOURS AND COMPENSATORY TIME

A. The work week shall be forty (40) hours per week (Monday through Friday) from 7:00 a.m. to 3:30 p.m.

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

C. 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 designee.

D. Hours of work. Any employee shall be required to work no more than sixteen (16) hours on any shift unless mutually agreed to. In the event an employee shall be required to work over sixteen (16) hours on any shift he/she shall be granted the following day off without losing his/her overtime hours.

ARTICLE IX

HOLIDAYS AND PERSONAL DAYS

A. 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.

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.

In addition, each employee shall have two (2) hours off on Election day.

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

C. 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 designee and is to be given by seniority. Said personal days shall be non-accumulative.

ARTICLE X

HEALTH AND MEDICAL INSURANCE

A. The Township shall continue to provide enrollment in the hospital and medical benefits program presently in existence.

B. The Township shall continue to provide the same level of health and medical insurance that the employee presently receives, for up to five (5) years in the event an employee is disabled on the job.

C. 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.

ARTICLE XI

COFFEE/MEAL BREAKS

A. Each employee shall have two (2) fifteen (15) minute coffee breaks per day - one (1) in the morning and one (1) in the afternoon.

B. Lunch is specified as one-half (1/2) hour in length (12:00 to 12:30).

C. 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 XI(A)

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 XII

SICK LEAVE

A. 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.

B. All employees covered under this Agreement will

received (1) 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.

C. A maximum of six (6) days a year may be accumulated beyond the end of the calendar year to a maximum of sixty (60) accumulative sick days which may be carried into the next year.

D. 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.

E. Reporting of Absence on Sick Leave

1. 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.

F. Verification of Sick Leave.

1. An employee 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.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. 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.

G. Bereavement Leave.

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

ARTICLE XIII

VACATIONS

Up to one (1) year of service, one-half (1/2) working day vacation for each month of service; and after one (1) year and up to six (6) years of service, two (2) work weeks vacation; from six (6) years and up to and including ten (10) years of service, three work weeks vacation; after ten (10) years of service, four (4) work weeks vacation.

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

ARTICLE XIV

UNIFORMS

A. Uniforms are to be supplied to all employees and are to be maintained by the employees.

B. The following items are to be supplied by the Township:

1. Five (5) winter shirts (supplied in Fall) each year.
2. Five (5) summer shirts (supplied in Spring) each year.
3. Five (5) winter pants (supplied in Fall) each year.
4. Five (5) summer pants (supplied in Spring) each year.
5. One (1) jacket every two (2) years.
6. Two (2) pair of steel-toed safety shoes per

year.

ARTICLE XV

FULLY BARGAINED PROVISION

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 XVI

SEPARABILITY AND SAVINGS

A. If any provision of this 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 XVII

WORK FOR BOARD OF EDUCATION

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 designee.

ARTICLE XVIII

DURATION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 1993 until December 31, 1995.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Mine Hill, New Jersey on the _____ day of _____, 1993.

I.B.T. LOCAL 102

Ben Merker Sr. Jun
Ben Merker

TOWNSHIP OF MINE HILL
MORRIS COUNTY

Louis Crnarich
Louis Crnarich, Mayor

WITNESS:

Michael C. ...