

A G R E E M E N T

Between

TOWNSHIP OF KINGWOOD

and

LOCAL UNION NO. 469 AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA

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Effective: January 1, 2005 to December 31, 2007

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**THIS AGREEMENT,** made this 1st day of January 2005, between

the Township of Kingwood (hereinafter called the "Employer") and Local Union 469 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the "Union").

**WHEREAS**, the parties have carried on collective negotiations for the purpose of developing a contract governing wages, hours of work, and terms and conditions of employment;

**NOW, THEREFORE** in consideration of promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer recognized as being represented by the Union, as follows:

**ARTICLE I        RECOGNITION**

The Employer hereby recognizes Local Union 469 as the exclusive representative for purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for all Department of Public Works employees employed by the Township of Kingwood, but excluding all managerial executives, confidential employees, professional employees, police, craftsmen, and supervisors within the meaning of the Public Employer-Employee Relations Act.

**ARTICLE II        DUES CHECK-OFF**

**SECTION 1.**        The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be

made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

**SECTION 2.** The Union dues deducted from an employee's pay will be transmitted to the Secretary-Treasurer of Local 469 by check within twenty (20) working days after the first period in which deductions are made, and within twenty (20) working days after such deductions are made each month thereafter, and said due deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

**SECTION 3.** The Union agrees to furnish written authorization in accordance with the State Statute (N.J.S.A. 52:14-15.9) (e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check-off.

**SECTION 4.** The Union agrees to give the Employer two (2) weeks advance written notice of any change in membership dues.

**SECTION 5.** The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the employer at the request of the Union under this Article.

**ARTICLE III      UNION REPRESENTATION**

**SECTION 1.** Upon notification to and approval by the appropriate Supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business within the Township, and will not unduly interfere with the normal working operations of the Employer.

The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

**SECTION 2.** The Employer recognizes the right of the Union to designate a job steward and an alternate.

The authority of a job steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing are of a routine

nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Job steward and alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of job steward and their alternates, and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or stop unauthorized acts.

The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

The steward shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

**SECTION 3.** A duly authorized representative of the Union, after giving notice to the Township, during reasonable business hours shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided however that there is not interruption of the Employer's working schedule.

**SECTION 4.** The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges. The Employer will notify the Union in writing prior to a layoff. The Employer will provide the Union with an updated list of covered employees showing names, address, classification, and Social Security number and date of hire. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

**ARTICLE IV      AGENCY SHOP**

**SECTION 1.** Pursuant to the provisions of the New Jersey Employer Employee Relations Act, as amended, all employees in this negotiating unit who are not now or subsequently elect not to be members of the Union or who hereafter may be employed and who, after ninety (90) days of employment choose not to become members of the Union, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eighty-five (85%) percent of the dues charged by the Union to its members.

**SECTION 2.** In addition, there shall be deducted such amounts as represent eighty-five (85%) percent initiation fees charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as are made from members, and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for members deductions.

**SECTION 3.** This Article shall incorporate by reference any and

all rights guaranteed to employee by law with respect to agency fee deduction.

**SECTION 4.** The Union agrees that it will indemnify and hold harmless the Employer against any action, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under Article II Dues Deductions and this Article.

**ARTICLE V            MANAGEMENT RIGHTS**

**SECTION 1.** The Union recognizes that the management of all operations, the control of its properties and maintenance of order and efficiency is vested in the Employer, except as limited or modified by this Agreement; and except as so modified or otherwise provided by this Agreement, these management rights shall include, but not be limited to the right to:

- (a) Select and direct the working forces;
- (b) Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause;
- (c) Assign, promote, transfer or lay off employees;
- (d) Determine the scheduling of overtime to be worked;
- (e) Decide the number and location of its facilities;
- (f) Determine the maintenance and repair work to be performed;
- (g) Determine the amount of supervision required;
- (h) Determine the machinery and tool equipment to be



purchased and utilized, determine methods and schedule of work and determine the selection, procurement, designing, engineering and control of equipment and materials;

(i) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

**ARTICLE VI**      **NO STRIKE NO LOCKOUT**

**SECTION 1.**      It is recognized that the need for continued and uninterrupted operation of the Employer's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

**SECTION 2.**      Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement that there will not be and that the Union, its officers, members, agents or principals will not engage in or sanction strikes, slowdown, job action, mass resignation, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

**SECTION 3.**      The Employer shall have the right to discharge or discipline any employee causing a strike, slowdown, or other such interference.

**SECTION 4.**      In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked-out, any employee covered under this provision of this Agreement.

**ARTICLE VII**      **DISCIPLINE AND DISCHARGE**

**SECTION 1.** The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union and the Shop Steward at the same time it is served upon the employee involved. The Employer agrees that it will furnish the Union with a hearing if requested, within forty-eight (48) hours of any discharge or suspension.

**SECTION 2.** In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union shall have the right to file a grievance, which must be in writing, with the Employer and the Shop Steward within five (5) working days from the time of 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 deemed to be absolute, unless such time period is extended by mutual agreement of the parties.

**SECTION 3.** Except in cases of alleged major offenses, an employee covered hereunder shall receive one prior written "first warning" notice of offense before suspension or discharge is imposed as a form of discipline. Written warning notices shall be null and void after twelve (12) months if no additional violations of rule have occurred.

**ARTICLE VIII     SENIORITY**

Seniority shall mean total of all period of employment within

classification covered by this Agreement.

An employee shall lose seniority rights only for one of the following reasons:

(a) Voluntary resignation

(b) Discharge for just cause

(c) Failure to report to work within five (5) working days after being recalled by registered or certified mail, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. (The Employer may require substantiating proof of illness or accident). The employee shall immediately notify the Employer of his intent to accept re-employment.

(d) Continuous layoff beyond recall period for re-employment outlined in this Agreement.

**ARTICLE IX**      **PROBATIONARY PERIOD**

New employees will be regarded as probationary for the first ninety (90) days of employment, during which time the Employer can reprimand or discharge without being challenged by the Union. This time period may be extended by an additional thirty (30) days upon mutual written agreement of the parties. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the first day of work.

**ARTICLE X**      **PROMOTIONS**

**SECTION 1.**      The Employer agrees to give preference for promotion and advancement to the then current employees.

**SECTION 2.**      If a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay. Employees wishing to bid for said posted jobs shall sign their names to the notice.

**SECTION 3.**      Following the above prescribed period the Employer shall award the posted job to the most senior employee who has signed the posting, with the basic requirements needed to perform the work in the new classification. If no employee has signed the posting, or if employees who have signed the posting do not possess the basic requirements needed to perform the work in the new classification, the Employer shall have the right to transfer temporarily (provided the employee physically demonstrates their good faith attempt to fill this vacancy), or to hire from the outside to fill such job. Final determination as to which employee, if any, will be awarded the posted job, shall be made by the Employer subject to the grievance and arbitration provisions of this Agreement. The successful bidder shall receive a trial period of ninety (90) days on his new assignment, which may be extended by an additional thirty (30) days upon mutual consent of the parties. During the trial period, the

successful bidder shall be compensated by a rate increase equal to one half the difference between his old rate and the rate of the next higher classification for which he has bid. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification. If any employee fails to satisfy the job requirements, he shall be precluded from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

**ARTICLE XI**      **HOURS OF WORK**

**SECTION 1.**      The Employer agrees that forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work, hereinafter called the work week, and employees shall be paid at the regular straight time rates of pay hereinafter provided. The normal hours of work shall be from 7:00 a.m. to 3:30 p.m., during which time the Employer shall allow a one half hour unpaid lunch period each work day, and shall allow one fifteen (15) minute paid coffee break during each four (4) hour work period during the regular work day. This definition shall not be construed as a limitation of the number of hours of work which the Employer

may require.

The Employer agrees to the following "call in" guarantees:

(a) Minimum guarantee of two (2) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular schedule from Monday to Friday.

(b) Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work on Saturday, Sunday or a Holiday.

(c) "Call in" guarantees shall not apply when employee is notified to report early on his regular schedule or is held over at the end of his regular schedule.

(d) "Call in" time starts when employee reports for work at the Employer's premises or designated job site.

## **ARTICLE XII    OVERTIME**

**SECTION 1.**     The Union recognizes the Employer's need and right to require reasonable amounts of overtime.

**SECTION 2.**     The schedule for working such overtime will be established by the Employer.

**SECTION 3.**     The Employer agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked.

(a) In excess of forty (40) hours of work (exclusive of any lunch break) in the work week;

(b) In excess of eight (8) hours of work (exclusive of any lunch break) in the work day;

(c) For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturdays and Sundays.

**SECTION 4.** Overtime pay on holidays (holidays as stated in this Contract) and Sundays will be at two (2) times the hourly rate of pay.

**SECTION 5.** Overtime shall be equally distributed to the extent possible among the employees capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the Supervisor in charge or by the Foreman if the Supervisor is absent.

**SECTION 6.** The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with Section 5. of this Article of Agreement.

**SECTION 7.** There shall be no pyramiding of overtime.

**SECTION 8.** All available employees shall make every effort to work emergency overtime when requested unless excused by the Employer.

**SECTION 9.** When working overtime, employee shall be entitled to the following meal allowances:

(a) \$12.00 for dinner after four (4) consecutive hours from 3:30 p.m. until 12:00 midnight.

(b) \$8.00 for breakfast after four (4) consecutive hours from 12:00 p.m. to 7:00 a.m.

(c) \$10.00 lunch allowance for those employees called in

to perform non-scheduled overtime duties on a Saturday, Sunday or Holiday.

- (d) When an employee is requested to remain after 3:30 p.m during the usual working week and performs continuous work through to the next day and begins to work his regular schedule at 7:00 a.m without returning home, he shall receive the paid lunch allowance.

When overtime work involves snow plowing, employee shall be entitled to a one hour paid break between 8:00 p.m. and midnight for their supper meal; and a one-half hour paid break between midnight and breakfast break respectively.

**SECTION 10.** The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

**ARTICLE XIII BULLETIN BOARD**

The Union shall have the use of a bulletin board on the Employer's premises for posting notices relating to Union meetings, official business and social functions only.

**ARTICLE XIV HOLIDAYS**

**SECTION 1.** The following days are designated as holidays for all employees covered by this Agreement for calendar years 2005, 2006 and 2007:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving



July 4<sup>th</sup>

Christmas Day

**SECTION 2.** Employees who do not work on the observed holidays shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Employer. If the absence is due to illness, the Employer may request reasonable proof of such illness.

**SECTION 3.** Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article XI of this Agreement, whichever is greater, (exclusive of any lunch break) on such holiday.

**SECTION 4.** Any holiday which falls on Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

**ARTICLE XV      VACATIONS**

**SECTION 1.** All permanent full time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said employee on a calendar year basis as follows:

(a) Employee shall be entitled to ten (10) working days vacation after completion of their first year of employment with the Employer.

(b) Employees shall be entitled to fifteen (15) working

days vacation upon completion of five (5) consecutive years of employment with the Employer.

(c) Employees shall be entitled to twenty (20) working days vacation upon completion of twelve (12) consecutive years of employment with the Employer.

(d) Employees shall be entitled to twenty five (25) working days vacation upon completion of twenty (20) consecutive years of employment with the Employer.

(e) For purposes of computing vacation entitlement, eight (8) hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

**SECTION 2.** It shall be the responsibility of the Employer or the supervisor to determine the scheduling of an employee's vacation, consistent with the following provisions: Employees shall submit their requests for vacation time on or before April 1st to the Employer or supervisor and the Employer or Supervisor shall reply on or before the fifteenth of April each year. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

**SECTION 3.** Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of their probationary period will not be entitled to annual vacation or pay in lieu thereof.

**SECTION 4.** Employees shall receive vacation pay in advance of their vacation provided they furnish the Employer or the Supervisor with a written request for same at least two weeks in advance of their scheduled vacation.

**SECTION 5.** In the event a holiday named in this Agreement falls during an employees vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

**SECTION 6.** A permanent employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated on the basis on one twelfth (1/12) of his vacation entitlement for each month worked from last anniversary date to the date his separation becomes effective, which shall be payable not later than the second pay period after separation. Any vacation taken in excess of vacation earned shall be deducted from the employee's final pay check.

**ARTICLE XVI      HEALTH INSURANCE**

The Employer shall provide Health Care Coverage under the Township Health Plan.

The coverage shall be as follows:

    \$15,000 Life Insurance and Comprehensive Major Medical.

**DENTAL AND VISION CARE**

An employee shall be compensated \$1250.00 per calendar year towards dental expenses, eye examination, frames, lenses or

contact lenses.

**ARTICLE XVII DEATH IN FAMILY**

Wages up to five (5) days will be paid during the absence from work of permanent full time employees when such absence is caused by death and attendance at the funeral of spouse and children. Three (3) days for mother, father, sister, brother and other relatives: grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

**ARTICLE XVIII NON-DISCRIMINATION**

**SECTION 1.** There shall be no discrimination or interference by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

**SECTION 2.** The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

**ARTICLE XIX JURY DUTY**

Any employee required to attend for jury service shall immediately notify the Employer and shall be permitted to attend the jury service on the dates required. The Employer shall pay the employee for all time which the employee's attendance is

required for jury service calculated at straight time pay. Adequate proof by way of Sheriff's receipt as to the time of dismissal shall be required. Employees shall be required to work on any day when they are dismissed before twelve o'clock noon or any day when their attendance is not required.

**ARTICLE XX      GRIEVANCE AND ARBITRATION**

**SECTION 1.**      The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and promote employee morale.

**SECTION 2.**      A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

**SECTION 3.**      The procedure for settlement of grievances shall be as follows:

**STEP 1.**      The aggrieved employee or employees and the shop steward shall present the grievance orally to the department head within five (5) working days after the facts giving rise to the grievance have occurred. If a satisfactory settlement of the grievance is not effected within three (3) working days thereafter, the Union shall present the grievance in writing to the Township or such other representative as may be designated by the Employer, and a written decision on the grievance shall be submitted to the Union within two (2) working days after its

presentation.

**STEP 2.** If the grievance is not resolved under Step 1 hereof, the Union shall present the written grievance as completed under Step 1 within thirty (30) working days to the Township Committee and may arrange for a meeting with the Committee for the purpose of reviewing the grievance. The committee shall furnish the Union with its written response to the grievance within ten (10) working days after receipt of the grievance or meeting, whichever is later.

**STEP 3.** If a grievance has not been satisfactorily resolved in Step 2 hereof, the Union may, within five (5) working days following the time period set forth under Step 2 hereof, refer the matter to the Federal Mediation and Conciliation Service for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

(a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

(b) A decision of the arbitrator shall be final and binding on both parties.

(c) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its

own case.

(d) The arbitrator shall hold the hearing at a time and place convenient to the parties.

(e) In cases involving back pay, the arbitrator may award such back pay only to the date of when the problem became effective.

**SECTION 4.** All of the time limits contained in this Article of the Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance shall constitute an abandonment of said grievance, or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to automatically process the grievance to the next step.

**ARTICLE XXI    SAFETY**

The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgement of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally if the supervisor takes the responsibility and directs the work to continue, the employees

shall perform the work subject to the rights under the grievances and arbitration procedure set forth in this Agreement.

The Employer shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of one union and one management member. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employee covered under this Agreement.

**ARTICLE XXII LIE DETECTOR TEST**

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**ARTICLE XXIII JOB DESCRIPTION SHEETS**

The Employer will prepare and make available to the Union Job Description Sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

With respect to any new classification which the parties mutually agree is covered by this Agreement, the Employer shall furnish the Union with a statement of the job requirements and work to be performed for purposes of negotiating a rate of pay at least thirty (30) days before putting same into effect. The Union may



recommend changes in the statement of job specifications. The employer agrees that in establishing new classifications, the existing classifications at that time will not in any way be eroded unless mutually agreed to by the parties.

If at the end of thirty (30) days, the parties have not reached agreement in the rate of pay, the Employer may establish the new rate or pay which shall be reasonably related to the job requirements and/or the rate schedule established under this Agreement.

The Union may grieve the rate of pay established by the Employer solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedule established under this Agreement and the arbitrator's authority shall be limited accordingly.

**ARTICLE XXIV   MILITARY LEAVE**

The Employer agrees to abide by all applicable provisions of the Universal Military Training and Service Act.

**ARTICLE XXV   COMPENSATION CLAIMS**

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job and is required to lose time from work that day because of such injury,

the Employer shall pay such employee his day's pay for that day or portion thereof lost because of such injury. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time, provided the employee notifies the Employer or Supervisor.

**ARTICLE XXVI LAYOFFS 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 total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within the three (3) month notice period to perform the work to be done.

2. Notice of such layoffs will be given at least three (3) months before a scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two (2) years.

4. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within the three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed as

provided under the provisions of this article of the Agreement.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

#### **ARTICLE XXVII SUB-CONTRACTING**

The Employer may continue to let subcontractors do the work or services presently performed by or hereafter assigned to employees covered by this Agreement provided:

1. No employees are on layoff with unexpired recall rights.

2. Employees shall not be laid off while contractors are performing work.

3. The letting of subcontractors shall not be used to avoid the terms and conditions of this Agreement.

#### **ARTICLE XXVIII PERSONAL DAYS**

Each employee covered by this Agreement may receive two (2) days leave with pay for personal business during each calendar year of this Agreement, such leave shall not be cumulative from year to year. Employees are required to give at least five (5) working days prior notice to the Supervisor of their request for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Department. Personal time may be taken in one (1) hour periods at the reasonable discretion of the supervisor.

#### **ARTICLE XXIX DISABILITY PAY**

The Employer agrees to join the Temporary Disability Benefits

Plan, as defined by the Temporary Disability Benefits Law -  
N.J.S. 43:21-25 et seq.

**ARTICLE XXX    SICK LEAVE**

**SECTION 1.**       Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family, namely spouse, children and parents who reside in the household, seriously ill requiring care or attendance of such employee.

**SECTION 2.**       If an employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified at 7:00 A.M. of the first day. Failure to notify the Supervisor may be cause for disciplinary actions. Absences without notice for five (5) consecutive days shall constitute a resignation.

**SECTION 3.**       Sick leave shall be earned in the following manner:

      (a) One day for each full month of service with the Employer during the first year of employment.

      (b) Twelve days per year for each year of service with the Employer thereafter, beginning with the second year of employment.

      (c) Sick leave entitlement shall be cumulative from year to year, said accumulation having commenced on January 1, 1987.

      (d) Upon retirement from the employ of the Township, except in case of firing which is upheld per this contract, all employees are entitled to receive \$15.00 (fifteen dollars) for each day of unused sick leave. This entitlement shall not exceed

a maximum of two hundred (200) days.

**SECTION 4.** Any employee who is absent on sick leave for five or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require any employee who has been absent because of personal illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

**ARTICLE XXI PENSIONS**

The Employer shall enroll all permanent full time employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of PERS waiting period.

**ARTICLE XXXII PAY DAY**

Employees shall be paid by the Employer as they are presently being paid. Employees will be paid during working hours. When pay day falls on a Holiday the preceding day will be pay day.

**ARTICLE XXXIII SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

The Employer agrees to supply bottled spring drinking water and cooler.

**ARTICLE XXXIV MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions provided in this Agreement shall be maintained at not

less than the highest standards in effect at the time of signing of this Agreement unless otherwise mutually agreed to by the parties.

**ARTICLE XXXV CLOTHING**

The Employer agrees to a clothing and shoe allowance to each employee a sum of \$1000.00 per year and each employee shall be issued any necessary safety glasses, gloves, rain gear, hard hat necessary to perform his duties.

**ARTICLE XXXVI UNPAID LEAVE**

**SECTION 1.** A leave of absence without pay may be granted by the Township Committee upon proper notice for any of the following reasons:

(1) Because of non-employment connected injury or physical disability of any employee including maternity leave.

(2) Because employee is entering upon a course of training for the purpose of improving the quality of his service to the Township or of fitting himself for promotion.

(3) Because of extraordinary reason, sufficient in the opinion of the Township Committee to warrant a leave of absence.

**SECTION 2.** Leave of absence without pay will be reported and will contain the duration and reason for the required leave. Such leave will not be granted for more than twelve (12) months, but the Township Committee may request an extension of a leave if it appears to be in the best interest of the Township. Upon reinstatement from a leave of absence, the employee will be granted the seniority he possessed on the date of the leave.

Failure on the part of the individual to report within fifteen (15) days following the expiration of a leave of absence, except valid reasons submitted in advance, will be cause for dismissal. Informal leave of absence without pay, not exceeding five (5) working days in any thirty (30) day period, may be granted at the discretion of the Township Committee.

Persons who enter the Armed Services for an extended length of time (such as a six (6) month program or an enlistment) will be placed on military leave without pay. All their rights and seniority will be preserved during the time they are on leave of absence for this purpose.

**SECTION 3.** The employee will retain membership in the Township Health Plan and Group Insurance through the months in which an employee's authorized leave of absence without pay is authorized. The employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township. It is the employee's responsibility to arrange with the Township to pay for benefits (such as health insurance, group life insurance, pension coverage, etc.) which the employee wishes to continue while on leave of absence.

Other benefits, e.g. vacation, holiday, sick leave, etc. will cease to accrue upon the beginning of the leave of absence. No employee may accrue any of these types of benefits while on an unpaid leave of absence. After expiration of the leave of absence, said benefits will begin to accrue again.

**ARTICLE XXXVII SALARY**

The annual base salary for employees covered by this Agreement is more specifically set forth in Schedule A which is attached hereto and made a part of this Agreement.

**ARTICLE XXXVIII SAVINGS CLAUSE**

**SECTION 1.** It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

**SECTION 2.** If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXXIX DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective on January 1, 2005 and shall continue in full force and effect until December 31, 2007 both dates inclusive.

Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2007, this Agreement shall continue in full force and effect for an additional year, and hence forth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60)



days prior to any anniversary of the original expiration date.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 4<sup>th</sup> day of January 2005.

**TOWNSHIP OF KINGWOOD**

**TEAMSTERS LOCAL 469**

By: \_\_\_\_\_  
Stephen Rawlyk,  
Mayor

By: \_\_\_\_\_  
Fredrick Potter,  
President

By: \_\_\_\_\_  
Mary E. MacConnell, RMC  
Township Clerk

By: \_\_\_\_\_  
David Enea,  
Road Department

**Longevity**

The Employer agrees to pay a four percent (4%) longevity payment to those employees with five (5) years or more of service. The longevity payment shall commence on the anniversary date of hire at the end of the fifth (5th) year of employment. Said payment shall be permanently added to the base wages.

The Employer agrees to pay a five percent (5%) longevity payment to those employees with eight (8) years or more of service. The longevity payment shall commence on the anniversary date of hire at the end of the eighth (8th) year of employment. Said payment shall be permanently added to the base wages.

The Employer agrees to pay a six percent (6%) longevity payment to those employees with fifteen (15) years or more of service. The longevity payment shall commence on the anniversary date of hire at the end of the fifteenth (15th) year of employment. Said payment shall be permanently added to the base wages.

Employees hired after January 1, 1999 shall receive longevity payments at the following schedule:

Five (5) years or more of service, Four percent (4%)

Ten (10) years or more of service, Five percent (5%)

Fifteen (15) years of service, Six percent (6%)

Twenty (20) years of service, Seven percent (7%).

The longevity payment shall commence on the anniversary date of hire. Said payment shall be permanently added to the base wages.

SCHEDULE A

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Working Foreman	25.01	26.01	27.05
Worker	23.58	24.52	25.50

Employees hired after January 1, 1987 shall receive a rate of \$1.00 per hour less during the probationary period. They will receive the full hourly rate of pay upon completion of the probationary period.

