

## AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January 2008 by and between the Township of Green Brook, New Jersey, hereinafter referred to as the "EMPLOYER" and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 469, Hazlet, New Jersey, hereinafter referred to as the "UNION".

## PREAMBLE

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union and is designed to maintain and promote a harmonious relationship between the Employer and such of its employees who are covered by ARTICLE I, RECOGNITION in order that efficient and progressive public service may be rendered, with the public health and welfare being of paramount consideration in this contract.

## ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees, whose titles are set forth in SCHEDULE "A", but excluding managerial executives, confidential employees, and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employer. In all cases where the term Administrator is used in this Agreement, it is understood that such reference shall include his or her designee".

## ARTICLE II MANAGEMENT RIGHTS

It is recognized that the Management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, assign, promote or transfer for just cause, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed by specific employees, to establish work schedules and specific job functions, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, selection, procurement, designing, engineering and the control of equipment and materials; purchase services of other, contract or otherwise. Nothing contained herein shall restrict the Employer from hiring, suspending or discharging, assigning, promoting or transferring newly hired probationary employees with or without just cause, without any recourse whatsoever in accordance with Article IV. Nothing contained herein shall restrict the Association from any rights afforded to it by the laws of the State of New Jersey, or the Constitution of the United States. The foregoing express enumeration of rights reserved to Management shall not be deemed to preclude exercise by Management of other rights exercised by it prior to the execution of this Agreement which are not inconsistent with any express provision thereof.

## ARTICLE III

### SECTION I - NO STRIKE CLAUSE:

The Union and the Employer mutually agree that there shall be no strikes, walkouts, slowdowns, sickouts, and other forms of work stoppage. However this shall not abridge the right of the employees to exercise their right of free speech without fear of repercussions.

### SECTION II - DUES AND DEDUCTIONS:

Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her first

and second pay check of each month, and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted. Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1st or January 1st of the contract year. All legal, Public Employees Retirement System (PERS) and other authorized deductions shall be made from each employee's pay.

### SECTION III - REPRESENTATION FEE IN LIEU OF DUES:

In accordance with the provisions of N.J.S.A. 34:13A-5.5., as amended, the employer shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The said representation fee in lieu of dues shall be deducted from the employee's first and second pay check of each month and the Employer shall remit such deduction by the tenth (10th) day of the succeeding month to the Union treasurer.

The Union agrees to establish and maintain a "demand and return" system in accordance with N.J.S.A. 34:13A-5.6 whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" of expenditures by the Union that either in aid or activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board

established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.6, as amended. If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

#### SECTION IV - INSPECTION RIGHTS / SHOP STEWARD RIGHTS

Representatives of the Union, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself/herself to the Director or his/her designee, provided that said Representative has notified the Director of his/her intended purposes. The Union and the Employer shall cooperate to the extent that such visits shall be made at a time and in a manner involving the least interference with the schedules and operations of the Employer.

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates 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 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, slowdowns, refusal to handle goods, or any other interference with the employer's business.

Job stewards 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 stewards 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 to stop any 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 stoppages in violation of this agreement.

Stewards 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. However, there shall be no slow down of the Employer's business due to the handling of grievances.

A duly authorized representative of the union designated in writing, after notice to the authorities director and his supervisor in charge 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 no interruption of the employer's working schedule.

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 name, address, and classification.

The employer will notify the union of additions and deletions in the payroll of covered employees as they occur.

#### SECTION V - NON-DISCRIMINATION

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership or Union activities.

The Employer and the Union agree not to interfere with the right of employees to become or not become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## ARTICLE IV

### SECTION I - SENIORITY:

#### A. PROBATIONARY EMPLOYEE:

1. Newly hired employees shall be considered probationary employees for the first one-year of their employment. Such employees may be laid off or discharged during such period with or without cause, without any recourse whatsoever. During the probationary period the employee can be terminated for any reason without recourse through the grievance and arbitration procedures. However, all new employees shall be offered membership after the first ninety days of employment

2. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of employment by the Township, including the probationary period, for purposes of specific benefits identified elsewhere in this Agreement.

#### B. DEFINITION OF SENIORITY:

Seniority is defined as the length of an employee's continuous employment by the Employer, and includes part time, seasonal or other similar employment beyond the probation period.

1. An employee's seniority shall cease upon the following:
  - a. Discharge;
  - b. Voluntary quitting;
  - c. Failure of an employee to return to work upon recall within seventy-two (72) hours of the time the Employer has sent a notice to return to the employee's last known address appearing on the Employer's records, unless excused by the Employer by reason of illness or other reasonable cause;
  - d. Absence without notice for three (3) or more days.
2. An employee's seniority will not be affected by an authorized leave of absence, under the Family Leave Act, for a period of less than one month.

The Township agrees to abide by the provisions of the State and Federal Family

Leave Acts, and to offer employees covered by this agreement the option of leave of absence as long as the requirements are met under the law. In the case of an authorized leave of absence for a period of more than one month, seniority shall cease unless, in the sole opinion of the Employer, it is determined that, that would not be appropriate based upon a review of the following factors: the reason for the leave, the length of the leave, the employee's number of years of service, and the employee's particular qualifications, skills and abilities.

Any employee returning from an authorized leave of absence shall receive any salary increases which he would have received but for the leave of absence.

3. In the event an employee's seniority ceases for any of the above reasons, the seniority of any such employee shall be recommenced from the date upon which such employee shall be rehired, returned or is recalled; all seniority gained from a prior period of employment shall be lost.

C. LAYOFF:

1. In the event of a layoff, seniority will prevail, but the employer retains the right to make a layoff with regard to the employee's qualifications, skills and abilities to perform whatever work may be available and at its discretion.
2. An employee on layoff shall be recalled in the inverse order of layoff. The Employer will not hire new employees or subcontract out work while there are employees on the recall list qualified to perform the duties that the unit members normally performed with the exception of snow removal for a period of two years, unless such employees on recall refuse to accept such employment.

D. PROMOTIONS, TRANSFERS, ASSIGNMENT OR REASSIGNMENT:

1. An employee transferred, reassigned or promoted from one position to another shall be given up to six months to exercise an option, in writing, to return to his/her previous position, at the current rate of pay. The employee will be given every

reasonable opportunity 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 classification. Employees shall be afforded a six (6) month trial period.

2. In all promotions, transfers, job assignments or reassignments, seniority within a particular job classification will be considered as well as Township-wide seniority but the Employer retains the right to make a promotion, job assignment or reassignment with regard to the employee's qualifications, skills and abilities to perform whatever work may be available and in its discretion.

3. Employees having equal qualifications, in the sole opinion of the Employer, will be selected for promotion on the basis of length of employment.

4. The probationary rates specified in Schedule "A" apply to new employees only and shall be for a period of one (1) year.

5. In the event of a job opening or the establishment of a new job classification, the Employer agrees to post said vacancy for one (1) week. However, the Employer agrees to extend such posting if an eligible employee is on vacation during the one (1) week posting period and does not otherwise have notice of the job opening. The employees who bid shall be evaluated by the Employer.

The position will be offered to an employee who is determined to be the senior most qualified employee for the position. The Employer agrees to make a decision and to advise all applicants within sixty (60) calendar days after posting.

## ARTICLE V

### SECTION I - LEAVE OF ABSENCE / SICK LEAVE

A. Sick leave may only be utilized by an employee when the employee is unable to perform his/her work by reason of personal illness, injury or for the care of a family member.

B. Sick leave for permanent employees shall accumulate on the basis of eight (8) hours per month, for a total of ninety-six (96) hours per year or twelve days.



C. Sick days are credited to all permanent employees in advance on January 1st of each year.

D. Unused sick leave with pay shall be accumulated throughout the employee's tenure with the Township. Employees are strongly encouraged to accumulate such leave in the event of prolonged incapacitating illness.

E. After an employee has been out sick for Three (3) consecutive working days, said employee must furnish a certificate from a physician regarding the illness and ability to return to work. In any other absence, if a physician's certificate is requested by the Administrator, the Township will bear the expense.

However, in a case where the Township has previously notified the employee in writing of abuse of sick time as evidenced by a pattern of abuse, the Township can require the employee to provide, at his / her expense, a doctor's note after every absence for reason of illness or a non-job related injury that involves absence from work for three (3) days or more. Sick time offenses will be based on a rolling twelve (12) month time period from the date of the written notice for abuse of sick leave.

F. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay.

G. In case of illness or injury suffered by an employee for which Statutory Worker's Compensation payments are due, the employee shall receive his/her full payroll for all time covered by workman's compensation.

H. If an employee is granted a leave of absence with pay pursuant to Paragraph "A" above, such time off shall be included as time worked for purposes of computing eligibility for overtime, and the accumulation of sick leave and vacation time.

## SECTION II - OCCUPATIONAL INJURY:

A. Any employee who is disabled because of occupational injury (workman's compensation) will be paid their normal salary for the duration of their injury.

B. An employee returning from authorized leave of absence as set forth above will

be restored to his/her original job classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

C. Before returning from authorized leave of absence as set forth above, an employee must furnish a certificate from a physician regarding the injury and ability to return to work.

### SECTION III - BEREAVEMENT LEAVE:

Time off for death in the family shall be given as follows: Four (4) days for spouse, domestic partner, mother, father, son, daughter, brother or sister; three (3) days for grandparents, mother-in-law, father-in-law, brother/sister-in-law; and one (1) day for first cousins, aunt or uncle, and niece or nephew.

Unusual bereavement circumstances are subject to the approval of the Administrator. In the event of a death of an employee of the Township, time off, with pay, shall be given to members of the Union to attend memorial services and/or funeral services.

The employee shall furnish proof as to the death and the relationship of the family member for each bereavement leave, if requested in writing within two (2) weeks of returning to work.

### SECTION IV - MILITARY LEAVE:

A. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

B. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months

following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

SECTION V - JURY DUTY:

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Such absence from work will not be counted against employee's regular vacation period or sick leave accumulation. The employee will be paid only for the time required to serve on the jury duty. All requests for jury duty leave must be filed with the Administrator prior to serving.

SECTION VI - NON-PAID LEAVE OF ABSENCE / NON FAMILY LEAVE:

When there are important personal reasons which justify it, the employee may make a request, in writing, to the Administrator for non-paid leave of absence, giving he following information: Leaves if approved shall be initially for Thirty (30) days and reviewed at the end of this period.

1. Period for which leave is desired;
2. Reason for leave;
3. The specific date on which the employee will return to work.

The Administrator shall determine whether in his/her judgment the reasons and conditions justify the request, and forward it to the Administrator with his/her recommendations and comments. The Administrator with the concurrence of the governing body shall decide the action to be taken and notify the employee of the decision. The Administrator shall file the decision in the employee's file. Determination of paid health benefits shall be made by the Administrator and the Governing body.

An employee who takes an approved leave of absence without pay must be referred to the Payroll Office prior to starting leave to arrange any health benefit plan payment due during the period the employee is off payroll. It must be stressed that failure to make these arrangements may result in loss of benefits in this Plan.

Deductions will be resumed on return from leave.

At the discretion of the Administrator, upon returning to work after a leave the employee

may be required to furnish a certificate from a physician regarding his/her physical condition if the leave was medically related.

An employee returning from an authorized leave of absence shall receive any salary increases which he would have received but for the leave of absence.

The Employer will consider each request base on its individual merits and the decision in each case shall be non-president setting.

## ARTICLE VI

### SECTION I - GRIEVANCE PROCEDURE:

The term working days herein shall mean an employee's normal working days as established by his/her specific work schedule established pursuant to Article VII, Section I below.

Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

Step I: The Shop steward or his alternate, with the aggrieved employee, shall present the grievance or dispute in writing to the employee's immediate supervisor within three (3) working days of the date of the occurrence of the grievance. The Supervisor shall attempt to resolve the matter and shall respond to the grievant, in writing, within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within ten (10) working days of its occurrence it shall be deemed abandoned.

Step II: If the grievance still remains unadjusted, it shall be presented in writing to the Administrator within seven (7) working days after the decision of the Director is due. The Union representative may, at his discretion, request a meeting with the Administrator with the shop steward and grievant present at such meeting. The Administrator shall respond, in writing, within seven (7) working days after any meeting. If the grievance is not presented in writing in accordance with this provision within seven (7) working days, it shall be deemed abandoned.

Step III: If the grievance is denied at the Administrator's level the union shall forward the grievance to the review board of Local 469 for its approval to move to the PERC level. After meeting to discuss the grievance and its merits to be moved to the PERC level, the review board shall respond in ten (10) days from the hearing date to all parties concerned of it's findings.

Step IV: If the grievance still remains unadjusted, it shall be presented to the Public Employees Relation Commission (PERC) in writing, within seven (7) working days after the response from the review board. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days it shall be deemed abandoned. The decision of the arbitrator shall be in writing and shall be rendered within standard time frames and such decision shall be final and binding.

## ARTICLE VII

### SECTION I - HOURS OF WORK:

The normal work week shall be Monday through Friday inclusive, eight hours per day to start no earlier than 6am or end no later than 4pm. The number of hours worked by such employees in a normal work week shall be forty (40) hours per week with a ½ hour lunch period and two fifteen minute break periods.

### SECTION II - OVERTIME AND COMPENSATORY TIME:

A. Except as provided in paragraph B, C and F below, Time and one-half of the employee's regular rate of pay shall be paid as overtime pay for work under any of the following conditions.

1. An employee shall be paid overtime for all work performed in excess of eight (8) hours day or 40 hours per week unless at the employee's sole discretion, he/she elects to take compensatory time off in lieu of pay..
2. All work performed on any Saturday, Sunday or holiday he/she shall be

paid at the time and one half rate.

3. In the event that any holiday shall fall on a regular workday and the employee is not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.
4. Sick leave, personal days and vacation days shall be counted as days worked towards computing overtime.

For overtime purposes the defined work week starts at 12:01 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

B. All requests for compensatory time off shall be in written form within forty-eight (48) hours in advance thereof except in case of emergency when a request may be made verbally. Compensatory time and personal time may be utilized in 1/2 day increments.

C. Vacation: Vacation, personal, sick, comp, bereavement leave days are all twenty-four (24) hours in duration. Personnel on these days will only be called for overtime in emergency situations, after all other eligible bargaining unit members have been offered the opening.

D. Continuous overtime – In cases where employees remain at work or are called back in during any emergency (such as snow removal situations) and the employee works beyond his/her scheduled regular starting time, when Town hall has been closed for the day, then he/she shall remain on overtime for the duration of the emergency or until the employee is relieved and sent home for at least an eight hour break.

#### SECTION V - OVERTIME DISTRIBUTION:

A. In the case where a scheduled overtime shift has not been filled through the normal procedures, then the employer reserves the right to make overtime assignments as deemed necessary to meet the Townships needs.

B. 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.

The method of recording employees overtime will be as follows;

1. Overtime employee physically worked.
2. Overtime employee orally refused.

C. The employer will maintain a current list of overtime actually worked together with overtime charged in accordance with Section B above.

SECTION VI - CALL IN TIME:

The employee shall be covered for the purposes of workman's compensation when called into work for any emergency.

SECTION VII - PAY SCALES OR RATES OF PAY:

Pay day shall be on the 10<sup>th</sup> and the 25<sup>th</sup> of the month as per the rates in the Wage Schedule attached. Notations on the hours worked under the overtime provisions shall be placed on the pay check. If a payday date falls on a Saturday, employees will be paid on the preceding Friday. If a payday date falls on a Sunday, employees will be paid on the following Monday.

SECTION VIII - HOLIDAYS:

A. There shall be eleven (11) paid holidays during the term of this Agreement. The following days will be recognized under this Agreement.

1. New Year's Day
2. Martin Luther King Day
1. President's Day
2. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. General Election Day
9. Thanksgiving Day
10. Day after Thanksgiving in lieu of Veterans Day

11. Christmas Day

B. In the event that a holiday falls within an employee's vacation period an additional day shall be afforded the employee.

C. If a celebrated holiday falls on a Saturday the holiday will be celebrated on the preceding Friday and if the holiday falls on a Sunday the holiday shall be celebrated the following Monday.

SECTION IX - FLOATING HOLIDAYS/PERSONAL LEAVE:

- A. Three (3) floating days/personal days shall be added to the holiday schedule and taken at the employee's discretion. For each six-month period that an employee has a perfect attendance during the course of the year he/she shall receive an additional floating holiday/personal day. All requests for floating holidays/personal days shall be in written form within forty-eight (48) hours in advance thereof except in the case of an emergency when a request may be made verbally. Floating Holidays/Personal days may be taken at the pleasure of the employee, provided that the Employer has sufficient remaining employees to conduct Employer's business and provided the employee provides the Employer with adequate notice thereof. Floating Holidays/Personal Days may be carried over to the next year if approved by the administrator.
- B. The respective employee shall be paid his/her hourly rate of pay for his/her usual work hours for any such Floating Holidays/Personal Days of excused absence, which occur during his/her normal work-week.

SECTION X - VACATIONS:

All permanent employees, covered by this Agreement, shall be entitled to vacation leave based upon their years of continuous service as Township employees. Periods of time on leave



of absence without pay, except for military leave, shall not be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave.

Vacation with pay shall be granted to employee as follows:

A. An employee will receive vacation with pay according to the following schedule issued on the first day of January each year of employment. Each vacation day shall be calculated on a eight (8) hour day basis:

1. First year or any part thereof – One day per month up to 10 days.
2. Beginning of the second year through the 5th – ten days vacation
3. Beginning of the sixth year through the 9th – fifteen days vacation.
4. Beginning of the tenth year through the 15th – twenty days vacation.
5. Beginning of the sixteenth year – one additional day per year up to the maximum of twenty-five days.

B. Vacation periods shall be approved and scheduled by the Foreman. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit provided they have submitted vacation request slips in accordance with Paragraph J below. Employees may request specific vacation periods subject to the time they have available at any time during the year.

C. Each employee granted a vacation will be paid therefore, at his/her basic hourly wage rate for his/her regular classification in effect at the time such employee takes said vacation.

D. If any part of the annual vacation leave is not taken within the year because of the pressure of work in the department, such vacation accumulates to the credit of the individual employee in the following year, but said accrued time must be taken in the first three months of the calendar year or a request to be carried over forwarded to the Administrator where a final determination will be made. It is the responsibility of the Employee to see that vacations are taken within the time allotted.

E. Vacation shall normally be taken in consecutive days, but may be divided and/or split and taken at various non-consecutive days. Vacations may be used in ½ day increments.

F. An employee who is retiring or who has otherwise separated on good terms shall be entitled to any earned vacation or personal leave either current or carried over from the prior year.

G. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the earned pro-rated vacation, based on his/her salary rate at the time of his/her death.

H. Vacation leave credits shall continue to accrue while an employee is on leave with pay.

I. At the conclusion of each calendar year the employee may request their accumulated VACATION AND FLOATING HOLIDAYS/PERSONAL leave be carried over to the next year. The Administrator shall review said request and upon her approval, prior to the end of the year the time shall be carried over.

## ARTICLE VIII

### GENERAL PROVISIONS

#### SECTION I - BULLETIN BOARDS:

The Employer agrees to make available a bulletin board at the Department of Public Works exclusively for use by the bargaining unit. The said bulletin board is the only location where posting of Union notices is permitted.

#### SECTION II - CLASSIFICATION:

The Classification for employees covered by this Agreement shall be established by the Employer as defined in Schedule A attached hereto.

The following titles, Probationary Roadworker, Roadworkers 1,2,3 and Senior Road Worker, & Assistant Foreman appear under Schedule A.

#### SECTION III - SAFETY AND HEALTH:

A. JOINT LIAISON AND SAFETY COMMITTEE: The Employer shall permit

one representative from the bargaining unit to participate in the JIF safety committee.

The Committee shall meet periodically as determined by the Joint Insurance Fund.

The employees shall report all safety hazards at once to the Foreman. Failure to report safety hazards will be sufficient cause for disciplinary action. The Liaison and Safety Committee will investigate the reported safety hazard or complaints at a time determined by the Foreman. If the Administrator finds it necessary to schedule the Liaison and Safety Committee's meetings or investigations during a committee member's working hours, such committee activities members will be paid for their time spent in committee at his or her regular rate of pay. The findings of the Committee shall be utilized by the Foreman to establish a course of remedial action.

B. PHYSICAL EXAMINATION AND INOCULATIONS: All employees shall submit to physical examinations from time to time as directed by the Employer or the Employer's physician, at the expense of the Employer, in order to insure good health and ability to perform required duties. The Employer shall also make inoculations available to each employee, at the Employer's expense, such inoculations to be taken at the sole discretion of the employee after consultation with his/her physician. Available inoculations shall include an annual tetanus booster shot for each employee, Hepatitis B vaccinations.

C. EQUIPMENT: There shall be provided tools or devices, including safety helmets, deemed necessary by the Employer to protect the health and safety of the employee. It shall be the obligation of the employee to use those provisions issued for the benefit of the employee. Worn out items shall be returned for replacement. Failure to wear the prescribed safety equipment will be sufficient cause for disciplinary action.

#### SECTION IV - REIMBURSEMENT FOR COURSES:

The Employer shall establish tuition reimbursement program.

A. Tuition reimbursement may be granted to employees. To be eligible, the employee may enroll in only such courses that meet the following requirements:

1. They are job related, as determined by the Administrator.

B. An application form may be obtained from the Administrator, which form must be completed and submitted at least one month prior to the first meeting of class. It is agreed that the school will be paid by reimbursement to the employee attending the course upon a satisfactory completion grade. Courses approved shall be approved on a one-time basis only.

Under no circumstances will an Employee be reimbursed for taking a particular course more than two times. No tuition reimbursement will be granted for courses for which any part of the expenses are met by scholarships or G.I. education benefits.

C. All training and courses shall be approved by the Township. One (1) day with pay shall be allowed to employee to complete each level of licensing tests. Employee shall not be allowed additional time off to retake the test but employee shall be allowed to use vacation time or a personal day to retake the test.

D. Township will reimburse costs for CDL A license and renewal fees.

#### ARTICLE IX

##### INSURANCE AND RETIREMENT BENEFITS

State of New Jersey Health Benefits including life time retirement benefits will be offered at no cost to the employee by the Township. Retirement benefits will be offered to those who have acquired twenty-five years of service with the Township. Dental benefits shall be offered for the employee only. Spousal and dependent costs for coverage under the dental plan shall be paid for by the employee through payroll deduction.

#### ARTICLE X

##### ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

An employee shall within five (5) working days of written request to the Administrator have an opportunity to review his/her personnel folder and obtain if requested, a copy of any criticism, commendation or any evaluation of his/her performance or conduct prepared by the Employer during the term of his/her employment. An employee shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in the employee's

file. It is agreed that an employee shall sign any written correspondence placed in his/her file and further that if an employee is exonerated of a charge after completing the grievance procedure, any pertinent correspondence would be removed from his/her file.

## ARTICLE XI

### WORK UNIFORMS

The Township shall supply all DPW workers with the following clothing: 5pr. of pants, 5 – shirts, 5 – sweatshirts, 5 – T-shirts, 1 winter Carhardt or equivalent jacket, 2 – pair of boots, and 1 set of rain gear all to be replaced when needed on a fair wear and tear basis. All probationary employees will be issued the winter jacket appropriate to the season.

## ARTICLE XII

### 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 at the same time it is served upon the employee involved.

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 within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the third step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be 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 be subject to the following progressive disciplinary action:

1st Offense	Verbal
2nd Offense	Written

3rd Offense	1 Day Suspension without pay
4th Offense	3 Day Suspension without pay
5th Offense	Termination

Major Offenses: Theft, assault, drug & alcohol use, deliberate misuse or destruction of Township property.

CDL Drug testing shall be conducted by the Township for those employees requiring said testing.

ARTICLE XIII

WAGES

Each employee covered by this Agreement for the period of January 1, 2008 to December 31, 2009 shall receive the wages as set forth for each job classification listed:.

<u>JOB TITLE</u>	<u>2008</u>	(+4%)	<u>2009</u>
ASSISTANT FOREMAN:	\$48,000		\$49,920
SENIOR ROADWORKER	\$45,000		\$46,800
ROADWORKER 3	\$42,000		\$43,680
ROADWORKER 2	\$39,000		\$40,560
ROADWORKER 1	\$36,000		\$37,440
PROBATIONARY ROADWORKER			
WITH CDL	\$34,000		\$34,000
NO CDL	\$32,000		\$32,000

ARTICLE XIV - TERM OF CONTRACT

This Agreement shall be of two years duration and shall be effective as of the first day of January 2008, and shall remain in full force and effect until midnight on December 31, 2009.

ARTICLE XV - SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be

restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI  
FULLY BARGAINED

A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. This Agreement supersedes and cancels all prior practices, whether written or oral, unless expressly stated to the contrary.

IN WITNESS WHEREOF, we have hereunder set out hands and seals the date and year first above written.

TOWNSHIP OF GREEN BROOK;

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

By: \_\_\_\_\_

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL UNION NO. 469

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

By: \_\_\_\_\_



SCHEDULE D

EMPLOYEE CLASSIFICATION JOB DESCRIPTIONS

A. Establish and attach.

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**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF GREEN BROOK**

**AND**

**TEAMSTERS LOCAL UNION NO.**

**469**

**January 1, 2008 through**

**December 31, 2009**