

# **COLLECTIVE BARGAINING AGREEMENT**

## **TOWNSHIP OF TEANECK BERGEN COUNTY, NEW JERSEY**



**And**



## **UNITED PUBLIC SERVICE EMPLOYEES UNION TEANECK PUBLIC WORKS ASSOCIATION, INC.**

**January 1, 2012 through December 31, 2015**



**Township Council**  
818 Teaneck Road  
Teaneck, NJ 07666

Meeting: 10/22/13 07:00 PM  
Department: Township Clerk  
Category: Establish  
DOC ID: 1242

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**ORDINANCE (ID # 1242)**

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**Ordinance No. 38-2013 AN ORDINANCE ESTABLISHING SALARY RANGES AND CLASSIFICATION OF POSITIONS FOR MUNICIPAL EMPLOYEES IN THE TOWNSHIP OF TEANECK INCLUDED WITHIN THE TEANECK PUBLIC WORKERS ASSOCIATION, INC. AND UNITED PUBLIC SERVICE EMPLOYEES UNION FOR THE DEPARTMENT OF PUBLIC WORKS NON-SUPERVISORY EMPLOYEES FOR THE YEARS 2012 TO 2015**

**HISTORY:**

10/08/13      Township Council      INTRODUCED

<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Yitz Stern, Councilman
<b>SECONDER:</b>	Mark J. Schwartz, Councilman
<b>AYES:</b>	Parker, Stern, Pruitt, Schwartz, Hameeduddin
<b>NAYS:</b>	Adam Gussen
<b>ABSENT:</b>	Elie Y. Katz

TOWNSHIP OF TEANECK  
BERGEN COUNTY, NJ

**ORDINANCE NO. 38-2013 AN ORDINANCE ESTABLISHING SALARY  
RANGES AND CLASSIFICATION OF POSITIONS FOR MUNICIPAL  
EMPLOYEES IN THE TOWNSHIP OF TEANECK INCLUDED WITHIN  
THE TEANECK PUBLIC WORKERS ASSOCIATION, INC. AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION FOR THE  
DEPARTMENT OF PUBLIC WORKS NON-SUPERVISORY  
EMPLOYEES FOR THE YEARS 2012 TO 2015**

WHEREAS, the Township of Teaneck has negotiated a Collective Negotiation Agreement including a schedule of position classifications and minimum and maximum salaries for the officers and employees of the Township of Teaneck included within the United Public Service Employees Union for the Department of Public Works Non-Supervisory Employees for the years 2012 to 2015, and

WHEREAS, the Township of Teaneck wishes to incorporate the pay schedules for the positions and classifications listed below to reflect the negotiated salaries for said positions for the years 2012 to 2015;

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, as follows:

SECTION 1:

That the positions and classifications and per annum pay schedules of the following officers and employees of the Township of Teaneck in the positions of employment included in the United Public Service Employees Union for the Department of Public Works Non-Supervisory Employees for the years 2012 to 2015, as listed on Schedule A annexed hereto and made part hereof.

SECTION 2:

That the adoption of this ordinance shall operate to provide increments only to the employees who have satisfactorily performed the duties of the positions and that all increments payments are contingent upon the availability of funds.

SECTION 3:

That all ordinances or parts of ordinances inconsistent with this ordinance be and the same are hereby repealed. The Personnel Rules and Regulations as applicable herein are adopted in this ordinance by reference and copies are on file in the office of the Municipal Clerk.


SECTION 5:


If any section of this ordinance shall be declared in any respect invalid, this invalidity shall not affect any of the remaining sections of this ordinance.

SECTION 6:

This ordinance shall be effective twenty days following passage and publication as required by law, and shall be retroactive to January 1, 2012.

ATTEST:

  
\_\_\_\_\_  
JAIME L. EVELINA, RMC  
Township Clerk

  
\_\_\_\_\_  
MOHAMMED HAMEEDUDDIN,  
Mayor

**COLLECTIVE BARGAINING  
AGREEMENT**

**TOWNSHIP OF TEANECK  
BERGEN COUNTY, NEW JERSEY**

**And**



**UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
TEANECK PUBLIC WORKS ASSOCIATION, INC.**

**January 1, 2012 through December 31, 2015**

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**PREAMBLE**

This Agreement, made this 15<sup>TH</sup> day of November, 2013, between the Township of Teaneck, Bergen County, New Jersey, and municipal corporation of the State of New Jersey, hereinafter referred to as "Township", and the Teaneck Public Workers Association, Inc., a representative of certain employees of the Township, hereinafter referred to as "Association", and the United Public Service Employees Union, hereinafter referred to as "Union".

**ARTICLE I – RECOGNITION**

- A. The Township of Teaneck hereby recognizes Teaneck Public Workers Association, Inc., pursuant to Public Employment Relations Commission, Docket No. RO-2001-49 and the United Public Service Employees Union (UPSEU) pursuant to Public Employment Relations Commission Docket No. AC-2005-3 for all Blue Collar employees employed in the Departments of Public Works and Maintenance of the Township of Teaneck, as set forth on the salary schedule annexed hereto and made part hereof, but excluding all other Township Employees, all professional, craft and clerical employees, police, managerial executive and supervisors within the Act.
- B. Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the list above.

**ARTICLE II – COLLECTIVE NEGOTIATING PROCEDURE**

- A. Collective negotiations with respect to rates of pay hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily not more than four (4) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Union.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of four (4) will be excused from their Township work assignments by the Township provided their absence will not seriously interfere with the Township's operations. Such employees would suffer no loss of regular straight time pay for time spent in such negotiating meetings inclusive of preparation and travel time in connection with such meetings.



- D. The duly authorized negotiating agent of either the Township or the Union is not required to be an employee of the Township.

**ARTICLE III – 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 it 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. To 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. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.11.40 and 40A, or any other national, state, county or local laws or ordinances.

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

**ARTICLE IV – RULES AND REGULATIONS**

- A. Proposed new rules or modification of existing rules governing working conditions that are mandatorily negotiable shall be announce in advance to the Union. If within five (5) working days of the notice, the Union requests a meeting a regarding the rule or regulations, the parties will meet and negotiate concerning said rules or regulation. If no request is received with the five (5) working day period or upon completion of the negotiation, the new modified rule or regulation shall be implemented.

**ARTICLE V – CONDUCTING UNION BUSINESS**

- A. No union member or officer or job steward shall conduct any union business on Township time except as specified in this Agreement.
- B. No Union meetings shall be held on Township time unless specifically authorized by the Township.

The Township agrees to allow the Union to use Township facilities to conduct Union meetings during off duty hours provided at least one work day prior notice is given to the Public Works Director or his designee of the proposed meeting is made, and after authorization is given by the Township. The Township reserves the right to designate the facilities used and the duration said facilities are made available.

- C. The Union will be allowed to maintain four (4) member bargaining Committee.
- D. The Union shall notify the Township in writing of the one (1) Shop Steward and up to two (2) Assistant Stewards selected from the bargaining unit within two (2) weeks or the signing of the agreement. Each of the foregoing shall be from a different regular work base to the extent practical. Only the Shop Steward, or a pre designated Assistant Steward in his/her absence, may confer with management on grievances Or other matters of mutual interest. The two (2) Assistant Stewards shall be restricted in their duties to relaying information regarding grievances to the Shop Steward. It is understood and agreed that the two (2) Assistant Stewards shall not act as the Shop Steward. The Township acknowledges the right of the Union to select a representative who 'snot an employee to participate in such conferences as may occur between the Township and the Shop Steward on matters relating to grievances.

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

- E. The Township agrees that it shall permit the Shop Steward or his/her pre designated alternate to take a reasonable amount of time from his/her job to confer with management on, or to investigate grievances without any loss of pay, provided prior arrangements to be excused or made with his/her supervisor.
- F. Up to two (2) Association representatives will be allowed time off without pay, not to exceed two (2) days per year, to attend any Union seminars or conventions, provided at least ten (10) days prior thereto written notification that the specific Association representatives intend to attend said seminar or convention has been given to the Public Works Director or his/her designee. Up to two (2) paid days in the aggregate annually shall be permitted, provided sufficient staffing exists - such determination to be made at the sole discretion of the Municipal Manager or his/her designee.
- G. A representative designated by the Union, who is not a Township employee, shall be permitted to visit Bargaining Unit members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

**ARTICLE VI – NONDISCRIMINATION**

- A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex, national origin, sexual orientation or domestic partnership status.
- B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In the exercise of that right, neither pally, nor any of its agents shall discriminate, coerce or otherwise interfere with the employee.
- C. The parties to this Agreement shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties to this Agreement are treated in accordance with accepted standards of courtesy and respect for Individual dignity.

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**ARTICLE VII – MAINTENANCE OF WORK OPERATIONS**

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any out 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 absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other illegal job action against the "Township. The Union agrees that such action will constitute a material breach of this Agreement.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or supporting of any such activity by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights 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.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

**ARTICLE VIII – GRIEVANCE PROCEDURE**

- A. To provide for the expeditious and mutually satisfactory settlement of grievances, following procedure shall be used:
  - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of terms and conditions of this Agreement, policies, agreements, and administrative decisions affecting 01C/11. With regard to the Township, the term "grievance" as used herein means a complaint or

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

- 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein but it is understood may be pursued in an appropriate administrative or judicial forum as provided by law.
- 3. Employees who file grievances or on whose behalf grievances are filed, will be permitted to attend grievance and arbitration proceedings without loss of pay. Employees who are called as witnesses during arbitration proceedings will be permitted to attend such proceedings without loss of pay. Grievance meetings and arbitration hearings will be conducted during normal working hours. If a meeting or hearing continues past the normal work day by agreement of the parties, employees in attendance will not be entitled to overtime pay, 'fatty employee attends a grievance meeting or arbitration hearing on the day the employee is not schedule to work, the employee will not be entitled to pay or overtime.
- 4. Upon written request of the Union, information and records of use to the Union in representing members of the Unit will be provided by the Township within seven (7) working days from receipt of such request, to the extent practical. If such records contain confidential information, those confidential portions may be redacted. The Union retains the right to challenge any redaction in an appropriate forum.

B. The procedure for settlement of grievances as defined in A above shall be as follows:

1. STEP ONE

In the event that any employee covered by this Agreement has a grievance within five (5) working days of the occurrence of the event being grieved, the employee shall discuss it informally with the Assistant Superintendent. The Assistant Superintendent shall render a decision regarding the grievance within five (5) working days after it is first presented to him/her, unless extended by mutual consent of the parties.

2. STEP TWO

After the decision of the Assistant Superintendent of the Division has been rendered, or in the event the Assistant Superintendent shall fail to render a decision within the time period under Step One, unless mutually extended, it may be appealed by the Union in writing to the Public Works Director within ten (10) working days from the date the decision is received or the date the decision was due. The written grievance at this step shall contain the relevant facts, the provision of the Agreement

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purportedly violated, and a summary of the preceding oral discussion. The Public Works Director shall give the Union the opportunity to be heard and shall answer the grievance in writing within ten (10) working days of receipt of the written grievance, unless extended by mutual consent of the parties.

3. **STEP THREE**

If the Union wishes to appeal the decision of the Public Works Director, it shall be presented in writing to the Municipal Manager or his/her delegated representative within ten (10) working days from receipt of the decision or the date the decision was due. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Municipal Manager or his/her authorized representative may give the Union the opportunity to be heard and shall give his/her decision in writing within ten (10) working days of receipt of the written grievance, unless extended by mutual consent of the parties.

4. **STEP FOUR – ARBITRATION**

a. If no satisfactory resolution of the "grievance" is reached at Step Three, then within ten (10) working days after either the Municipal Manager shall fail to render a decision within the time period under Step Three, unless mutually extended, the Union may appeal the "grievance" by filing a request for arbitration with the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

b. The Arbitrator shall have no authority to add to or subtract from the Agreement.

c. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) days tiller the decision rendered by the Municipal Manager on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision the New Jersey Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Department of Personnel review and decision.

C. Any employee covered by this Agreement shall have the right to process his/her own grievance through Step 3 of the grievance procedure. The employee shall have the right to Union representation beginning at Step 1 of the grievance procedure.

- D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.
- E. One unit officer may attend grievance arbitration hearings with no loss of pay when such grievance arbitrations are conducted within the Township. Unit officers shall not be given time off with pay to attend hearings, etc., conducted outside of the Township i.e. OAL, Merit Board System or other matters.

#### **ARTICLE IX – WAGES**

- A. Effective January 1, 2012, the salary schedule for all full-time employees represented by the Union shall be as shown on Schedule One (I) attached hereto and made a part hereof.
- B. Effective January 1, 2013, the salary schedule for all full-time employees represented by the union shall be as shown in Schedule Two (II) attached hereto and made a part hereof.
- C. Effective January 1, 2014, the salary schedule for all full-time employees represented by the Union shall be shown on Schedule Three (III) attached hereto and made a pan hereof.
- D. Effective January 1, 2015, the salary schedule for all full-time employees represented by the Unlon shall be shown on Schedule Four (IV) attached hereto and made a pan hereof.
- E. Nothing under this Agreement shall be construed to require the Township to pay an increment to any employee covered by this Agreement. The Township may withhold payment of an increment when in its sole discretion the employment performance of the employee has not been satisfactory. Annual salary increments shall be provided on anniversary dates only to those employees who have satisfactorily performed the duties of their position.

**ARTICLE X – LONGEVITY**

As of December 1, 2011, all employees who had then been receiving longevity shall have had then added to their base salary two hundred fifty dollars (\$250.00), and all employees who had then been receiving longevity shall have had then added to their base salary their current longevity payment in effect at that time. Thereafter, no longevity payments shall be made to any employee. For example, as of November 30, 2011 employee "A" is earning \$40,000 which includes \$1,000 longevity payment. The employee, as of December 1, 2011, would earn \$40,250 (\$39,000 + \$1,000 + \$250 = \$40,250), all inclusive with no separate payment in the future for longevity.

**ARTICLE XI – HOURS OF WORK**

- A. The standard weekly work schedule shall consist of five (5) daily tours of eight (8) hours each and shall be arranged by the Township. Generally the normal work week for most employees will be from Monday through Friday. However, the Township may schedule other work weeks, provided that at least two (2) weeks notice is given to the employee or employees involved, to the extent practical.
- B. The normal daily hourly working schedule shall be from 7:00 a.m. to 3:00 p.m. and shall remain in effect unless abuses of the 7:00 a.m. starting time make it desirable for the Township to change to a later starting hour. In this event, the Township will negotiate on the proposed changes with the Union. If no Agreement is reached on this matter within thirty (30) days, the Township may, at its discretion, put the new schedule into effect.
- C. During certain periods of the year the Township may assign a limited number of qualified employees to a difference starting and stopping schedule to provide required services to the Township.
- D. The lunch period shall be one-half (½) hour, to be taken between 12 Noon and 12:30 p.m. for those employees whose work day starts at seven o'clock AM and ends at three o'clock PM. For all other employees the lunch period shall be one-half (½) hour and shall be taken after the first four (4) hours of work.

The lunch period shall be taken on site at the work location, if other than the DPW facility at 1600 River Road, unless the employee has received the approval of his/her supervisor to take lunch other than at the work site.

There shall be no mobilization and demobilization time prior to the lunch period or following the lunch period. Employees required to mobilize and demobilize equipment shall be given no more than fifteen (15) minutes prior to the end of the work day to accomplish this task.

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)



E. There shall be no breaks other than provided within this Article.

**ARTICLE XII – OVERTIME**

A. GENERAL

- 1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the job involved must be adequately manned by qualified employees working on an overtime basis.
- 2. The amount of overtime and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.
- 3. The opportunity to work overtime will be distributed as evenly as practicable among employees normally engaged in the work involved with reference to the seniority list. Wherever practicable and possible, employees will be given a reasonable amount of notice when they are required to work regular overtime. When an employee is scheduled to work overtime and is unable to do so, it shall be considered as worked for the purpose of this subparagraph. A record of such overtime hours for each employee shall be posted on the Department bulletin board weekly.
- 4. In the event the Municipal Manager declares an emergency it is understood that any qualified individual(s) may be assigned to work during the emergency. When an occasion arises in which there is a difference of opinion as to what constitutes an emergency, the Union Committee may present to the Municipal Manager the reasons for the emergency not to be declared and the Municipal Manager can decide whether the reasons are justified.

B. OVERTIME PAY FOR EMPLOYEES

- 1. Pay at time and one-half shall apply to authorized time worked in excess of forty (40) hours in the standard weekly work schedule.
- 2. Time within the employees standard weekly work schedule for which he/she receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay.

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3. For overtime computation purposes only, any employee returning from an extended illness of more than thirty (30) days who has exhausted his/her sick leave is entitled to credit as time worked if the employee is sick within the first calendar month after his/her return to work.

C. SNOW EMERGENCY

1. When an employee is recalled during an initial snow emergency for the purpose of initial snowplowing, the employee shall be paid one and one-half (1½) times his/her regular base rate of pay for all hours worked outside of his/her regularly scheduled work shift. An employee released prior to the end of his/her regular work shift shall not be paid for those hours not worked. However, the amount received by the employee in his/her overtime check shall be reduced by the amount of overtime pay included in the employee's regular pay check.
2. After the initial snow emergency, the Township may adjust shift starting and stopping times, thereby assigning employees to different shift schedules for the purpose of continued snow plowing, snow removal and snow clearing. Employees shall be paid one and one-half (1½) times his/her regular base rate of pay for all hours worked outside of his/her newly assigned work shift in accordance with B.1 above until such time as the employee is returned to his/her regularly scheduled shift.
3. Employees who are designated by the Public Works Director or his/her designee as the first standby shift for the operation of salt spreaders, during the weekend (Saturday and Sunday), shall be paid an additional \$75 for said weekend standby effective November 15, 2008, and \$100 effective November 15, 2010. It is understood that the maximum number of employees eligible for this spreader operation standby shall be six (6); that this spreader standby pay shall not be paid if the employee was not reachable for recall and/or does not return within forty-five (45) minutes of the recall. If the employee is already receiving standby pay for regular weekly standby duty which covers this same weekend time-frame, then the employee shall not be eligible for the spreader standby pay. Opportunities for spreader standby pay will be equalized among qualified employees to the extent practical.
4. In the event of scheduled overtime, such overtime shall be assigned in inverse seniority as practical and subject to the qualifications of the employee, subject to the sole determination of the Municipal Manager or his/her designee. The purpose of this language is to reflect the current practice as exists at the time of the ratification of this Agreement - July 15, 2008.

**ARTICLE XIII – HOLIDAYS**

- A. The following days are designated as paid holidays by the Township:

New Year's Day  
 Martin Luther King's Birthday  
 Lincoln's Birthday  
 Washington's Birthday  
 Good Friday  
 Memorial Day  
 Fourth of July  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day

- B. Each employee who shall remain with the Township for the entire calendar year shall be entitled to an additional one (1) paid personal holiday, in addition to the holidays listed in paragraph A above. It is understood and agreed, with respect to the unspecified holiday provided herein that the employee may request the day off at any time during the calendar year earned provided approval is received from the Public Works Director at least five (5) days prior to taking of such holiday, if the employee fails to choose by this date, the Public Works Director may assign the day to be taken.
- C. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. Employees are required to work the last day prior to the holiday and the first workday following the holiday in order to be paid for the holiday, unless the employee is on an approved leave on such days.
- E. Consistent with current practice, those full-time employees who work on a scheduled holiday, as defined in A of this article, shall receive payment at a rate of time and one-half (1½) for all hours worked in addition to payment for the holiday at the standard rate provided said employee is eligible for the overtime rate.

**ARTICLE XIV – VACATIONS**

A. All full time employees shall earn annual leave for vacation purposes on a calendar year basis with pay, in accordance with the following schedule:

To the end of the first	One (1) working day per
<u>Calendar year</u>	<u>full month of service</u>
1 to 5 years of service	14 working days
6 to 10 years of service	17 working days
11 to 15 years of service	19 working days
16 years of service and over	22 working days

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts full time employment with the Township August 1, 1998. At the end of 1998 he/she is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1999. On January 1, 2000 he/she would be credited with fourteen (14) working days vacation based on a full year of full time employment in 1999, which vacation can be taken in 2000.
2. Earned vacation may accumulate for no more than two (2) years of credit.

C. Vacation leave shall not be taken in less than one (1) day periods unless permission is arranged prior thereto by the Public Works Director or Township Manager.

Employees shall submit all vacation requests at least three (3) working days in advance, where practical.

D. Employees separated in good standing and who have no more than two (2) years of accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave.

E. Vacation time accumulated is forfeited if at least seven (7) days notice or intention to terminate employment is not given in writing by the employee to the Public Works Director. All or part of this requirement may be waived by the Township in its sole discretion upon approval of the Public Works Director and the Township Manager.

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- F. An employee who has returned from an extended leave of absence without pay of more than thirty (30) days, not including Military Leave (to the extent provided by law) or has been re-employed or reinstated or following a suspension of more than thirty (30) days, shall be considered a new employee for the purpose of determining vacation eligibility, for the balance of the calendar year
- G. Vacation periods (December 1 through March 31). A maximum of three (3) employees, not more than two (2) from each shift, who have been pre-approved for vacation during these weeks, shall not be subject to emergency recall. Additional employees may be permitted to take pre-approved vacation during this period, at the sole discretion of the Director of DPW or his/her designee; however these employees shall be subject to emergency recall. An employee who has been pre-approved for a one (1) week vacation not subject to recall as outlined above (Monday thru Friday), will not be subject to emergency recall the Saturday or Sunday immediately preceding their approved one (1) week vacation.

**ARTICLE XV – SICK LEAVE**

- A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or personal absence as hereinafter provided.
  - 1. The immediate family shall be defined to include spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents and grandchildren of the employee or his/her spouse.
- B. All full time employees covered by this Agreement may be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible. as follows:
  - 1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and one-half (½) day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
  - 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) day for each full month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with fifteen (15) working days.

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3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- C. When an employee does not report for duty for a period of greater than three (3) consecutive days because of illness, or totaling more than ten (10) work days in one calendar year, prior to his/her return to work, he/she shall show proof of his/her inability to work by submitting to the Municipal Manager or his/her designee, a medical certificate consistent with Paragraph II of this Article.

If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness.

During each calendar year, an employee may have counted towards the total of ten (10) work days, up to (2) sick occurrences. Each separate occurrence is defined as an absence of three or more days and the employee shall be required to submit a medical certificate consistent with Paragraph of this Article. Each occurrence shall be counted as one (1) work day for a maximum of two (2) per calendar year.

- D. A sick day shall be charged for an absence of more than four (4) hours or one-half (½) day for an absence of four (4) hours or less. No refund of vacation time shall be allowed to illness incurred while on vacation time.
- E. In order to receive compensation while absent on sick leave, the employee shall notify the DPW answering machine and if the answering machine is not functioning, then either the Public Works Director, DPW Superintendents, Assistant Superintendents or Manager of Motors, within one (1) hour before the time set to begin his/her daily schedule, except in case of emergency. The Township shall provide the employee with contact telephone numbers. The employee shall advise whether the request for sick leave use is for the employee's own personal sickness or that of a qualifying family member as defined in A(1.) of this Article.

An employee who is absent for five (5) consecutive days or more and does not notify the department head or Municipal Manager on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Department of Personnel rules.

- F. An employee may charge to his/her sick leave a maximum of three (3) days each year for the purpose of attending funerals or weddings, religious days, or other personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Public Works Director or his designee. The days provided for in this paragraph shall not be included in the ten (10) day total in paragraph C of this Article.
- G. Any employee who uses a sick day, or uses a partial sick day more than once in any calendar year, either immediately before and/or immediately after a scheduled holiday or approved vacation day shall be required to provide a doctor's certificate. Said certificate shall be signed by a reputable physician in attendance, to the effect that said employee was not, on the date or dates sick leave is requested, physically able to perform any duty connected with his/her job.
- H. Whenever a certificate is required pursuant to this Article and requested by the Municipal Manager or his/her designee functioning in the capacity as the custodian of medical records, such certificate shall be presented to the Township within forty-eight (48) hours of the request or prior to the start of the work day upon which the employee is scheduled to return, whichever comes first. Such certificate shall substantiate said illness, that the employee was unable to physically perform any duty connected with his/her job on the date or dates sick leave is requested and verify the employee's ability to return to work and perform any and all duties connected with his/her job.
- I. Failure to comply with any or all of the provisions contained within this Article may result in the request for sick leave being denied for that specific absence. The employee would be carried as Leave Without Pay and would be subject to disciplinary action.

**ARTICLE XVI – INJURED ON DUTY**

- A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) days, provided such employee:
  - 1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty eight (48) hours of the injury or illness.
  - 2. Submits upon request to examination by a physician appointed by the Township or the Township Insurance Carrier.
- B. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

- C. Disputes between the physician and the employee's personal physician may be subject to the grievance procedure.
- D. Temporary disability payments made in lieu of salary as Workers Compensation Insurance from any front any source which the township provides or is statutorily provided to an employee while on injury leave shall be recorded as nontaxable during each period he/she is carried on the Township's payroll.
- E. The Municipal Manager may extend an injury leave, with full pay, up to a maximum of an additional thirty (30) days, upon his/her sole discretion, upon the written recommendation of a physician appointed by the Township.

**ARTICLE XVII – INSURANCE**

- A. Employees and their eligible dependents shall receive paid hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey.
- B. Employees and their eligible dependents shall receive a dental plan at Township cost.
- C. The Township may change insurance carriers so long as equivalent benefits are provided.
- D. Effective January 1, 2012, all covered employees shall pay the greater of either one and one-half percent (1.5%) of their base salary toward the cost of health benefits or the following percentages of the premium costs for health benefits based upon type of coverage, salary range, effective January 1 of the year indicated.



**SINGLE COVERAGE**

<b>Salary Range</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Less than \$20,000	1.13%	2.25%	3.38%	4.50%
\$20,000 -				
\$24,999.99	1.38%	2.75%	4.13%	5.50%
\$25,000 -				
\$29,999.99	1.88%	3.75%	5.63%	7.50%
\$30,000 -				
\$34,999.99	2.50%	5.00%	7.50%	10.00%
\$35,000 -				
\$39,999.99	2.75%	5.50%	8.25%	11.00%
\$40,000 -				
\$44,999.99	3.00%	6.00%	9.00%	12.00%
\$45,000 -				
\$49,999.99	3.50%	7.00%	10.50%	14.00%
\$50,000 -				
\$54,999.99	5.00%	10.00%	15.00%	20.00%
\$55,000 -				
\$59,999.99	5.75%	11.50%	17.25%	23.00%
\$60,000 -				
\$64,999.99	6.75%	13.50%	20.25%	27.00%
\$65,000 -				
\$69,999.99	7.25%	14.50%	21.75%	29.00%
\$70,000 -				
\$74,999.99	8.00%	16.00%	24.00%	32.00%
\$75,000 -				
\$79,999.99	8.25%	16.50%	24.75%	33.00%
\$80,000 -				
\$94,999.99	8.50%	17.00%	25.50%	34.00%
\$95,000 and over	8.75%	17.50%	26.25%	35.00%

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FAMILY COVERAGE

<u>Salary Range</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Less than \$25,000	0.75%	1.50%	2.25%	3.00%
\$25,000 - \$29,999.99	1.00%	2.00%	3.00%	4.00%
\$30,000 - \$34,999.99	1.25%	2.50%	3.75%	5.00%
\$35,000 - \$39,999.99	1.50%	3.00%	4.50%	6.00%
\$40,000 - \$44,999.99	1.75%	3.50%	5.25%	7.00%
\$45,000 - \$49,999.99	2.25%	4.50%	6.75%	9.00%
\$50,000 - \$54,999.99	3.00%	6.00%	9.00%	12.00%
\$55,000 - \$59,999.99	3.50%	7.00%	10.50%	14.00%
\$60,000 - \$64,999.99	4.25%	8.50%	12.75%	17.00%
\$65,000 - \$69,999.99	4.75%	9.50%	14.25%	19.00%
\$70,000 - \$74,999.99	5.50%	11.00%	16.50%	22.00%
\$75,000 - \$79,999.99	5.75%	11.50%	17.25%	23.00%
\$80,000 - \$84,999.99	6.00%	12.00%	18.00%	24.00%
\$85,000 - \$89,999.99	6.50%	13.00%	19.50%	26.00%
\$90,000 - \$94,999.99	7.00%	14.00%	21.00%	28.00%
\$95,000 - \$99,999.99	7.25%	14.50%	21.75%	29.00%
\$100,000 - \$109,999.99	8.00%	16.00%	24.00%	32.00%
\$110,000 and over	8.75%	17.50%	26.25%	35.00%

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**MEMBER/SPOUSE/PARTNER or PARENT/CHILD  
COVERAGE**

<b>Salary Range</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Less than \$25,000	0.88%	1.75%	2.63%	3.50%
\$25,000 - \$29,999.99	1.13%	2.25%	3.38%	4.50%
\$30,000 - \$34,999.99	1.50%	3.00%	4.50%	6.00%
\$35,000 - \$39,999.99	1.75%	3.50%	5.25%	7.00%
\$40,000 - \$44,999.99	2.00%	4.00%	6.00%	8.00%
\$45,000 - \$49,999.99	2.50%	5.00%	7.50%	10.00%
\$50,000 - \$54,999.99	3.75%	7.50%	11.25%	15.00%
\$55,000 - \$59,999.99	4.25%	8.50%	12.75%	17.00%
\$60,000 - \$64,999.99	5.25%	10.50%	15.75%	21.00%
\$65,000 - \$69,999.99	5.75%	11.50%	17.25%	23.00%
\$70,000 - \$74,999.99	6.50%	13.00%	19.50%	26.00%
\$75,000 - \$79,999.99	6.75%	13.50%	20.25%	27.00%
\$80,000 - \$84,999.99	7.00%	14.00%	21.00%	28.00%
\$85,000 - \$99,999.99	7.50%	15.00%	22.50%	30.00%
\$100,000 and over	8.75%	17.50%	26.25%	35.00%

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**ARTICLE XVIII – JURY LEAVE**

- A. Every employee covered by this Agreement who is ordered to report for Jury Duty shall be granted a leave of absence from his/her regular duties during the actual period of such Jury Duty, and shall receive for such period Jury Duty an amount equal to the difference in his/her regular pay and his/her Jury Duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on Jury Duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.
- B. To receive the pay differential stated in Section A above, the employee is required to submit a statement issued to the juror by the sheriff or other court officer listing the amount of money paid to the juror as juror fees.

**ARTICLE XIX – LIFE INSURANCE**

- A. The Township agrees to provide \$10,000.00 death benefit to all full-time employees covered under this Agreement at no cost to such employees either through a life insurance policy or a self insurance program.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.
- C. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.
- D. The Township agrees to provide additional \$5,000 death benefit for death in the line of duty to all employees covered under this Agreement at no cost to the employee, either through a life insurance policy or self insurance program.

**ARTICLE XX – MILITARY LEAVE**

- A. An employee covered under this Agreement shall receive Military Leave in accordance with applicable United States and New Jersey Statutes.

**ARTICLE XXI – LEAVE OF ABSENCE**

- A. An employee covered by this Agreement may take a leave of absence without pay from Township duties, if recommendation therefor is given by the Public Works Director Township Engineer, and approval is granted by the Township Council. The leave of absence shall not exceed thirty (30) calendar days within one (1) calendar year, and during the period of said leave, the Township shall be under no obligation to pay for the benefits provided in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to his/her credit, nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave of absence the employee shall engage in no remunerative employment. The employee shall sign an affidavit wherein he/she shall state that during the period of the leave of absence the employee shall engage in no remunerative employment.

**ARTICLE XXII – POSTING**

- A. The Township shall supply one (1) glass enclosed, locked bulletin board for the exclusive use of the Union to be placed in a conspicuous location in the Township garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Township Department Head. The Union shall retain possession of the key the bulletin board.
- B. All new vacant positions shall be posted on the Township bulletin board for a period of two (2) weeks prior to the filling of such vacancies. Employees applying for such vacancies shall make a request in writing to the Public Works Director within one (1) week of the first date of such posting.
- C. The Township will maintain and post a seniority list by job classification and title. The seniority date shall be determined as required by the New Jersey Department of Personnel Rules and Regulations.

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**ARTICLE XXII – TERMINAL LEAVE**

- A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on 50% of his/her accumulated sick leave.
- B. Any employee who retires on a monthly pension payment from the Public Employees Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time.
- C. In case an employee dies before retirement, the value of his accrued sick leave will be paid to his/her estate on the basis of the formula in paragraph A or B.
- D. The maximum benefit to be paid under Section A, B or C of this Article shall be limited 50% of an employee's base salary at the time of retirement or death but in no case shall it exceed \$12,000.
- E. Payment under the article shall not be made until certification of eligibility for retirement has been received from the Public Employees Retirement System.

**ARTICLE XXIV – UNIFORM ALLOWANCE**

- A. The Township agrees to pay all employees covered under this Agreement an annual clothing allowance payable in June of each year. The annual allowance shall be \$550.
- B. Each employee must maintain the minimum allotment of the required uniform, as established by the Township, including foul weather gear for applicable employees.
- C. All employees must report for work properly attired in the required uniform as established by the Township.
- D. Management reserves the right, if an employee comes to work inappropriately attired to issue one (1) written warning to the employee. After the first offense, management reserves the right to purchase, at the employee's expense, any part up to and including the entire clothing allotment for the employee.

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- E. No more than one (1) allowance of allotment may be paid to any employee of the Township in any calendar year.
- F. The Township will add one-hundred dollars (\$100) to the initial allowance of all new employees hired who are required to maintain foul weather gear in accordance with Township specifications.
- G. The Township agrees to pay employees who are required to maintain foul weather gear, after their third complete year of employment, and every three (3) complete years thereafter, an additional one-hundred dollars (\$100) for replacement foul weather gear. Said payment will be made to the eligible employees within sixty (60) days of the eligibility date.

**ARTICLE XXV – DUES CHECK-OFF**

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law) the Township agrees to deduct from the pay periods of each month, membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of change to the Secretary-Treasurer of the Union.
- B. Any changes in monthly dues will be certified in writing by the President of the Union or his/her designee, and the amount shall be uniform for all members.
- C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

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- D. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary-Treasurer of the Union of all employees who are terminated from the Township's payroll.
- E. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refused or fails to execute an authorization card.
- F. Any such written authorization may be withdrawn at any time by the filing of the notice of such withdrawal with the Township Finance Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15, 9e as amended.
- G. The Township agrees to deduct the fair share fee from the earning of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- H. The deduction shall commence for each current employee who elects not to become a member of the Union on the first day of the month following thirty (30) days written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first day of the month following sixty (60) days of employment.
- I. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Union less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- J. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- K. Prior to July 31<sup>st</sup> of each year, the Union shall provide advance written notice to the Township and all agency fee payers within the unit, the information necessary to compute the fair share fee for services enumerated above.



- L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- M. The Union shall indemnify, defend and save the Township harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.
- N. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union and this Agreement has been executed by the Township after it has satisfied itself that the Union is a proper majority representative.

**ARTICLE XXVI – SAFETY COMMITTEE**

- A. The Safety Committee will consist of no more than four (4) employees designated by the Union, one (1) each from the following areas of the Department, as practical: Parks, Roads, Maintenance and Mechanic. In addition, two (2) representatives from the Township will serve on the Committee including the Public Works Director or his/her designee and the Public Works Superintendent or his/her designee.
- B. The Public Works Director will conduct monthly Public Works Safety Committee meetings, as practical.
- C. The Committee will review, on a monthly basis, the previous month's accident reports and make recommendations to minimize future similar occurrences including a review of the equipment use, operations, procedures and regulations. The Committee will review safety policies developed by the Township and provide recommendation on the policies as well as make recommendations on changes to or for additional policies. The Township will consider the recommendations and suggestions as appropriate.
- D. At least three (3) days prior to a Safety Committee meeting, the Public Works Director shall distribute to the Shop Steward the agenda for those matters to be discussed at the Committee meeting. Safety issues submitted, in writing, by the Association to the

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Public Works Director prior to the issuance the agenda will be incorporated in the agenda along with any other items deemed appropriate In the Township. The agenda concerning safety only shall be strictly adhered to.

**ARTICLE XXVII – MISCELLANEOUS**

**A. Stand-by-Time**

- 1. Standby shall be defined as being available for any emergency which may arise over and beyond the employee’s normal weekly working period from Monday at 3:00 p.m. to the following Monday at 7:00 a.m.
- 2. Employees assigned to standby shall be given extra compensation in the amount of \$150 in 2008, \$175 effective January 1, 2008, and \$200 effective January 1, 2010, and thereafter while on standby.
- 3. The Township shall post a listing of standby assignments sixty (60) days prior to each standby quarterly period. The employees shall then have fifteen (15) days to sign up on a voluntary basis for standby assignments. After that fifteen (15) days has run, the Township shall have the right to assign employees on a rotating basis for standby duty. If an employee assigned does not want standby duty, the employee has the right to find a substitute; if no substitute is obtained, the employee must perform the standby duty. Failure to be available or to perform standby duty will subject the employee to disciplinary action including fines, suspension or termination.

**B. Minimum Pay Allowance**

- 1. When an employee is required to report to duty outside of his/her standard daily work schedule and such recall requires him/her to make extra trips to and from home to his/her place of duty, he/she shall be given a minimum of three (3) hours work or pay in lieu of work at the applicable rate for each such occurrence.

**C. Training Courses**

- 1. The Township shall reimburse the employees represented by the Union for tuition cost of training courses taken by employees when such courses are authorized by the Municipal Manager in advance of enrollment and are determined by the Municipal Manager to be of benefit to the Township.
- 2. Such training courses shall be taken on the employees’ own time unless otherwise authorized by the Municipal Manager, and reimbursement shall be made to employees after proof of successful completion of such approved courses.

- D. In accordance with N.J.S.A, 19:34-42, the Union and the Union Officers hereby agree that employees may engage in election activities as provided by law.

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- E. All employees covered by this Agreement shall receive a fifteen (15) minute midmorning coffee break per work day without loss of pay. The break shall be 9 a.m. or as close thereto as practical for employees who commence work at 7 a.m.; for employees who commence work at another time, shall be two (2) hours or as close thereto as practical after their scheduled starting time.
- F. If for any reason a written disciplinary warning is issued to an employee covered by this Agreement, a copy shall be sent to the Union. The employee shall signify receipt of the written disciplinary warning by signing thereon and at the time, receive a copy of such warning. Such signature by the employee shall only signify receipt by the employee of the written warning and shall not signify acquiescence by the employee in the contents of the warning. Only upon signing will a copy of the written warning be sent to the Union. The Township reserves the right to give verbal warnings.
- G. Any employee covered by this Agreement who, for more than ninety (90) consecutive days is authorized to work and does work out of job classification, he/she shall be paid for the time beyond the initial ninety (90) days the base compensation rate of the higher title.
- H. Tool Allowance
  - 1. All mechanics, mechanic helpers and electricians will provide a standard set of tools and container in accordance with Township guidelines for their personal use to work on Township vehicles and property. Others may be added at the sole discretion of the Municipal Manager. Tool list to be determined by the Public Works Director.
  - 2. The Township agrees to pay applicable employees an annual tool allowance payable in June of each year. The annual allowance shall be \$475 in 2008, \$500 in 2009, \$525 in 2010, and thereafter.
- I. Existing full-time employees employed on the date of this Agreement, shall be entitled, on a one-time only basis during the term of this Agreement, to one compensatory day off which may be taken only upon the approval of the Director and must be taken on or before December 31, 2015. This provision shall not survive the expiration of this Agreement.

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**ARTICLE XXVIII – BEREAVEMENT LEAVE**

- A. All employees covered by this Agreement shall receive up to three (3) consecutive working days for death in the immediate family as defined below, to be taken in conjunction with the funeral.

- B. Immediate family if defined for purposes of Paragraph A to be spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, grandparents-in-law of the employee or those of his spouse.

**ARTICLE XXIX – SEPARABILITY AND SAVINGS**

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

**ARTICLE XXX – FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term 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 and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXXI – TERM AND RENEWAL**

- A. This Agreement shall be a four (4) year term commencing January 1, 2012, and shall remain in effect through December 31, 2015, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date on this Agreement of a desire to change, modify or terminate this Agreement.
- B. Any grievance filed prior to the signing of this Agreement shall be processed in accordance with the terms of the prior Agreement.
- C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

- D. Notices sent by the Union shall be served on the Municipal Clerk. Notices sent by the Township shall: be served on the President of the Union or his/her designated representative.

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

SALARY SCHEDULES

DEPARTMENT OF PUBLIC WORKS - Non Supervisory

SCHEDULE 1 - 2012

TITLE	MINIMUM	STEP 1	STEP 2	MAXIMUM
Building Maintenance Worker	\$50,180	\$54,452		\$58,647
Building Maintenance Worker - hired after 1/1/94	\$42,441	\$43,969	\$45,497	\$46,026
Compactor Truck Driver	\$61,077	\$62,077		\$63,221
Electrician	\$62,268	\$63,222		\$64,551
Equipment Operator	\$61,077	\$62,077		\$63,221
Gardener	\$52,544	\$56,739		\$60,935
Heavy Truck Driver	\$61,077	\$62,077		\$63,221
Inventory Control Clerk	\$52,544	\$56,739		\$60,935
Laborer	\$50,258	\$51,213		\$52,165
Laborer - hired after 1/1/94	\$42,441	\$43,969	\$45,497	\$46,026
Maintenance Repairer	\$52,544	\$56,739		\$60,935
Mechanic	\$62,268	\$63,222		\$64,551
Mechanic's Helper	\$52,544	\$56,739		\$60,935
Motor Broom Driver	\$61,077	\$62,077		\$63,221
Senior Gardiner	\$61,077	\$62,077		\$63,221
Senior Maintenance Repairer	\$61,077	\$62,077		\$63,221
Senior Sewer Repairer	\$52,544	\$56,739		\$60,935
Tree Climber	\$62,268	\$63,222		\$64,551
Truck Driver	\$52,544	\$56,739		\$60,935

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

**SCHEDULE II - 2013**

TITLE	MINIMUM	STEP 1	STEP 2	MAXIMUM
Building Maintenance Worker	\$51,133	\$55,487		\$59,761
Building Maintenance Worker - hired after 1/1/94	\$43,247	\$44,804	\$46,361	\$46,900
Compactor Truck Driver	\$62,237	\$63,256		\$64,422
Electrician	\$63,451	\$64,423		\$65,777
Equipment Operator	\$62,237	\$63,256		\$64,422
Gardener	\$53,542	\$57,817		\$62,093
Heavy Truck Driver	\$62,237	\$63,256		\$64,422
Inventory Control Clerk	\$53,542	\$57,817		\$62,093
Laborer	\$51,213	\$52,186		\$53,156
Laborer - hired after 1/1/94	\$43,247	\$44,804	\$46,361	\$46,900
Maintenance Repairer	\$53,542	\$57,817		\$62,093
Mechanic	\$63,451	\$64,423		\$65,777
Mechanic's Helper	\$53,542	\$57,817		\$62,093
Motor Broom Driver	\$62,237	\$63,256		\$64,422
Senior Gardiner	\$62,237	\$63,256		\$64,422
Senior Maintenance Repairer	\$62,237	\$63,256		\$64,422
Senior Sewer Repairer	\$53,542	\$57,817		\$62,093
Tree Climber	\$63,451	\$64,423		\$65,777
Truck Driver	\$53,542	\$57,817		\$62,093

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

SCHEDULE III - 2014

TITLE	MINIMUM	STEP 1	STEP 2	MAXIMUM
Building Maintenance Worker	\$52,105	\$56,541		\$60,897
Building Maintenance Worker - hired after 1/1/94	\$44,069	\$45,656	\$47,242	\$47,792
Compactor Truck Driver	\$63,420	\$64,458		\$65,646
Electrician	\$64,657	\$65,647		\$67,027
Equipment Operator	\$63,420	\$64,458		\$65,646
Gardener	\$54,560	\$58,916		\$63,273
Heavy Truck Driver	\$63,420	\$64,458		\$65,646
Inventory Control Clerk	\$54,560	\$58,916		\$63,273
Laborer	\$52,186	\$53,178		\$54,166
Laborer - hired after 1/1/94	\$44,069	\$45,656	\$47,242	\$47,792
Maintenance Repairer	\$54,560	\$58,916		\$63,273
Mechanic	\$64,657	\$65,647		\$67,027
Mechanic's Helper	\$54,560	\$58,916		\$63,273
Motor Broom Driver	\$63,420	\$64,458		\$65,646
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Senior Maintenance Repairer	\$63,420	\$64,458		\$65,646
Senior Sewer Repairer	\$54,560	\$58,916		\$63,273
Tree Climber	\$64,657	\$65,647		\$67,027
Truck Driver	\$54,560	\$58,916		\$63,273

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)



**SCHEDULE IV - 2015**

TITLE	MINIMUM	STEP 1	STEP 2	MAXIMUM
Building Maintenance Worker	\$53,095	\$57,615		\$62,054
Building Maintenance Worker - hired after 1/1/94	\$44,906	\$46,523	\$48,140	\$48,700
Compactor Truck Driver	\$64,625	\$65,683		\$66,893
Electrician	\$65,885	\$66,895		\$68,301
Equipment Operator	\$64,625	\$65,683		\$66,893
Gardener	\$55,596	\$60,035		\$64,475
Heavy Truck Driver	\$64,625	\$65,683		\$66,893
Inventory Control Clerk	\$55,596	\$60,035		\$64,475
Laborer	\$53,177	\$54,188		\$55,195
Laborer - hired after 1/1/94	\$44,906	\$46,523	\$48,140	\$48,700
Maintenance Repairer	\$55,596	\$60,035		\$64,475
Mechanic	\$65,885	\$66,895		\$68,301
Mechanic's Helper	\$55,596	\$60,035		\$64,475
Motor Broom Driver	\$64,625	\$65,683		\$66,893
Senior Gardiner	\$64,625	\$65,683		\$66,893
Senior Maintenance Repairer	\$64,625	\$65,683		\$66,893
Senior Sewer Repairer	\$55,596	\$60,035		\$64,475
Tree Climber	\$65,885	\$66,895		\$68,301
Truck Driver	\$55,596	\$60,035		\$64,475

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey on this 14<sup>th</sup> day of August 2013. SE

TEANECK PUBLIC WORKS ASSOCIATION, INC.,  
AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION

TOWNSHIP OF TEANECK  
BERGEN COUNTY, NEW JERSEY

BY: [Signature]  
PRESIDENT - TPWA

BY: [Signature]  
MAYOR

BY: [Signature]  
PRESIDENT - UPSEU

BY: [Signature]  
TOWNSHIP MANAGER

ATTEST:  
\_\_\_\_\_

ATTEST:  
[Signature]

Attachment: DPW Non Supervisors - Contract (1242 : 38-2013)

**SCHEDULE A**

**SALARY SCHEDULES**

DEPARTMENT OF PUBLIC WORKS - Non Supervisory

***SCHEDULE I - 2012***

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Attachment: DPW Non Supervisors - Salary Schedule (1242 : 38-2013)

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