

AGREEMENT

Between

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

And

PUBLIC WORKS SUPERVISORS
GROUP OF TEANECK

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

PREAMBLE

This agreement, made this _____ day of _____, 2003, between the Township of Teaneck, Bergen County, New Jersey, and municipal corporation of the State of New Jersey, hereinafter referred to as "Township", and PUBLIC WORKS SUPERVISORS GROUP OF TEANECK, a representative of certain employees of the Township, hereinafter referred to as "GROUP".

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ARTICLE I
RECOGNITION

- A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 30, 1976 (Docket No. RO-76-96), the Township recognizes the GROUP as the exclusive collective negotiations agent for all supervisory employees employed by the Township of Teaneck in the Department of Public Works, including all foremen and assistant foremen type positions, but excluding all non-supervisory employees, all Superintendents, managerial executives, confidential employees, policemen, firemen and professional and craft employees.
- B. Whenever the term "Employee or Employees" is used herein shall be construed to mean those employees covered by this Agreement.
- C. 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 unit.

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 negotiating agent of each of the parties. Ordinarily not more than three 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 Group.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designed by the Group to participate in such negotiating meetings. Up to a maximum of three (3) 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 until a grand total of 45 hours duty time has been missed by the employees participating 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 Group 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 while on duty.
2. To hire all employees and subject to the provision 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 good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in 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's powers, rights, authority, duties and responsibilities under R.S.40, 40A and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE IV
CONDUCTING GROUP BUSINESS

- A. No Group member or officer or authorized representative shall conduct any Group business on Township time except as specified in this Agreement.
- B. No Group meetings shall be held on Township time unless specifically authorized by the Township.
- C. The Group will notify the Township of the one (1) Authorized Representative and one (1) Assistant Representative selected from the bargaining unit. Only the Authorized Representative or the Assistant Representative in his/her absence may confer with management on grievances or other matters of mutual interest. The Township acknowledges the right of the Group to select a representative who is not an employee to participate in such conferences as may occur between the Township and the Authorized Representative on matters related to grievance.
- D. The Township agrees that it will permit the Authorized Representative, or a pre designated Assistant, but not both, to take a reasonable amount of time from the job to confer with management, on or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with the appropriate Superintendent or his/her designated representative.

ARTICLE V
NONDISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Group because of membership or activity in the Group. The Group or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Group shall discriminate against any employee because of race, creed, color, age, sex or national origin.

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Group. In the exercise of that right, neither party, nor any of its agents shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE VI
MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No Officer or representative of the Group shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include, termination or employment, or any other appropriate lesser form of discipline.

ARTICLE VII
GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances, the 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 Group on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or 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 Two 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 Two herein.

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" or complaint, within two (2) working days of the occurrence of the event the employees shall discuss it informally with the Superintendent. The Superintendent shall decide it within two (2) working days after it is first presented to him/her.

2. **STEP TWO**

If no agreement can be reached orally within two (2) working days of the initial discussion with the Superintendent, it may be presented in writing within five working days to the Township Engineer or his/her designated representative. The written "grievance" or complaint at this step shall contain the relevant facts and a summary of the preceding oral discussion, the particular section of the contract violated if applicable and the remedy requested by the grievant. The Township Engineer or his/her designated representative will give the Group the opportunity to be heard and will answer the "grievance" or complaint in writing within ten (10) working days of receipt of the written "grievance" or complaint.

3. STEP THREE

If the Group wishes to appeal the decision of the Township Engineer, it shall be presented in writing to the Township Manager or his/her delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager or his/her authorized representative may give the Group the opportunity to be heard and will give his/her decision in writing within ten (10) working days of receipt of the written "grievance" or complaint.

4. STEP FOUR - ARBITRATION

(a) If no satisfactory resolution of the "grievance" is reached at Step Three, then within five (5) working days the "grievance" shall be referred to the State Board of Mediation 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. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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

(c) In no event shall a complaint as indicated in A above or any other matter not pertaining to the specific contents of this Agreement be submitted to or considered by an Arbitrator.

(d) It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) days after the decision rendered by the Township 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 Civil Service Commission 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 Civil Service Commission review and decision.

C. Any employee covered by this Agreement shall have the right to process his/her own "grievance" or complaint.

D. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint 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" or complaint 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" or complaint at any step in the Grievance Procedure.

ARTICLE VIII
WAGES

A. Effective January 1, 2004, the salary schedule for all full-time employees represented by the Union shall be as shown on Schedule One (1) attached hereto and made a part hereof.

B Effective January 1, 2005, the salary schedule for all full-time employees represented by the union shall be as shown in Schedule Two (2) attached hereto and made a part hereof.

C. Effective January, 1, 2006, the salary schedule for all full-time employees represented by the Union shall be shown on Schedule Three (3) attached hereto and made a part hereof.

D. Effective January, 1, 2007, the salary schedule for all full-time employees represented by the Union shall be shown on Schedule Three (3) attached hereto and made a part 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 IX
LONGEVITY

A. It is agreed to and understood that effective January 1, 2004 the members of this unit shall no longer be eligible for or receive longevity payments.

ARTICLE X
HOURS OF WORK

A. The standard weekly work schedule shall consist of five (5) daily tours of eight 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 weeks notice is given to the employee or employees involved.

B. The normal daily hourly working schedule shall be from 7:00 a.m. to 4:00 p.m. unless it becomes necessary to reduce the lunch hour by one half (1/2) hour. The Township agrees it will discuss the proposed changes with the Group, but if no agreement is reached, the Township may, at its discretion, put the new schedule into effect.

C. The Township, at its sole discretion, may assign employees to a different starting and stopping schedule to provide required services to the Township, provided that at least two weeks notice (except in emergencies) is given to the employee or employees involved.

ARTICLE XI
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. In the event the Township or the Township Engineer declares an emergency it is understood that any qualified individual(s) may be assigned to work during the emergency.

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.
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 (1 1/2) 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 (1 1/2) 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.

ARTICLE XII
HOLIDAYS

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

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

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 Township Engineer at least ten (10) days prior to taking of such holiday. This personal holiday shall be eliminated effective December 31, 2000.

C. When the holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. The Township may change the observation of holidays falling on Saturday to Friday with advance notification to the Group.

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.

ARTICLE XIII
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 calendar year	One (1) working day per full month of service
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, 1988. At the end of 1988 he/she is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1988. On January 1, 1989 he/she would be credited with fourteen (14) working days vacation based on a full year of full time employment in 1989, which vacation can be taken in 1990.

2. Employees hired prior to January 1, 1965 may take their vacation in the year in which earned.

3. Earned vacation may accumulate for no more than two (2) years of credit.

4. Employees shall submit requests for vacation time usage, to the Township Engineer or his designee, at least three working days prior to the requested date(s), as

practical.

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

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 of intention to terminate employment is not given in writing by the employee to the Township Engineer. All or part of this requirement may be waived by the Township in its sole discretion upon approval of the Township Engineer and the Township Manager.

F. An employee who has returned from extended Military Leave or other extended leave of absence without pay or has been re-employed or reinstated shall be considered a new employee for the purpose of determining vacation eligibility, for the balance of the calendar year.

ARTICLE XIV
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 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 (1/2) day if they begin on the 9th through the 23rd 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 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.

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 consecutive (3) days because of sickness, or totaling more than ten (10) work days in one calendar year, he/she shall show proof of his/her inability to work by submitting to the Municipal Manager or his/her designee, upon request and no later than at the beginning of the second work day, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required.

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

D. A sick day shall be charged for an absence of more than four (4) hours or one-half (1/2) day for an absence of four 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 his/her supervisor or the DPW answering machine within one (1) hour before the time set to begin his/her daily schedule, except in case of emergency. The employee shall give the specific

reason sick leave is being requested.

An employee who is absent for five (5) consecutive days or more and does not notify the department head or Township Manager on any of the first five (5) days will be subject to dismissal in accordance with the 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 Township Engineer. The days provided for in this paragraph shall not be included in the ten day total in paragraph C of this Article.

G. Any employee who uses a sick day 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 Township Manager or his/her designee, such certificate shall be presented to the Township within forty-eight (48) hours of the request or upon return to work, whichever comes first. Such certificate shall substantiate that the employee was not able to physically perform any duty connected with his/her job 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 XV
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) calendar 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 from any source which the township provides or is statutorily provided to an employee while on injury leave shall be recorded as non-taxable 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) calendar days, upon the written recommendation of a physician appointed by the Township.

ARTICLE XVI
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 not to exceed \$60.00 per month. Any additional cost in excess of the \$60.00 per month premium shall be paid by the Group.
- C. The Township may change insurance carriers so long as equivalent benefits are provided.

ARTICLE XVII
LIFE INSURANCE

- A. The Township agrees to provide \$10,000.00 death benefit to all 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 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.

ARTICLE XVIII
JURY LEAVE

A. Any full time employee covered under this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.

B. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.

ARTICLE XIX
MILITARY LEAVE

- A. An employee covered under this Agreement who is a member of the organized militia shall be entitled to leave of absence without loss of pay or time on all days during which he/she shall be engaged in active duty, active duty for training or other duty ordered by the governor, provided, however that the leaves of absence for active duty or active duty for training shall not exceed 90 days in the aggregate in any one year.
- B. This leave of absence without loss of pay shall not apply to weekend training.

ARTICLE XX
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 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 credits, 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.

B. An employee may seek and additional thirty (30) days of unpaid leave of absence, within one calendar year, for the employee's own serious medical condition or that of a defined family member.

ARTICLE XXI
POSTING

- A. The Township shall supply one (1) glass enclosed, locked bulletin board for the exclusive use of the GROUP to be placed in a conspicuous location in the Township garage which shall be for the use of the GROUP for the posting of notices and bulletins pertaining only to GROUP matters. All such bulletins may be posted only upon the authority of officially designated GROUP representatives. However, any bulletins deemed controversial must have the approval of Township Engineer. The GROUP 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 one (1) week. Employees applying for such vacancies shall make a request in writing to the Township Engineer within one (1) week of the first date of such posting.

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 to 50% of an employees base salary at the time of retirement or death but in no case shall it exceed \$15,000 effective January 1, 1990.

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 XXIII
CLOTHING ALLOWANCE

A. The Township agrees to pay all employees covered under this Agreement an annual clothing allowance of \$425 in 2004 and 2005, and \$450 in 2006 and thereafter, payable in June of each year.

B. The Group agrees that all employees will work in full uniform each working day and will only be eligible for payment of the allowance after submitting their clothing for inspections and meeting minimum standards to be established by the Township Engineer.

C. No more than one allowance of allotment may be paid to any employee of the Township in any calendar year.

D. This allowance is to be used for the purchase of the following work clothes:

1. Work Trousers
2. Work Shirts
3. Safety Shoes
4. Work Jackets
5. Surcoat
6. Cap
7. Work Gloves

E. The Township agrees to pay employees who are required to maintain foul weather gear, after their third complete year of employment, and every three complete years thereafter, an additional \$75 for replacement foul weather gear. Said payment will be made to the eligible employees within 60 days of the eligibility date. This paragraph shall be effective as of January 1, 2002.

ARTICLE XXIV
TRAINING COURSES

A. The Township shall reimburse the employees covered by this Agreement for tuition cost of training courses taken by employees when such courses are authorized by the Township Manager in advance of enrollment and are determined by the Township Manager to be of benefit to the Township.

B. Such training courses shall be taken on the employees own time unless otherwise authorized by the Township Manager and reimbursement shall be made to employees after proof of successful completion of such approved courses.

ARTICLE XXV
STAND-BY-TIME

A. Stand-by-time shall be defined as being available for any emergency which may arise over and beyond the employee's normal weekly working period from Monday 4:00 p.m. to the following Monday at 7:00 p.m..

B. Employees assigned to stand-by shall be given extra compensation in the amount of \$125 per week in 2004 and 2005 and \$150 in 2006 and thereafter.

ARTICLE XXVI
MISCELLANEOUS

A. 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 four (4) hours work or pay in lieu of work at the applicable rate for each such occurrence. Effective with the first of the week following the signing of this agreement, the minimum shall be reduced from four (4) to three (3) hours work or pay in lieu of work at the applicable rate for each such occurrence.

B. If for any reason a written disciplinary warning is issued to an employee covered by this Agreement, a copy shall be sent to the Group. It shall be presented to the employee who shall signify his/her receipt of it by signing his/her name thereon. Such signatures 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 Group. The Township reserves the right to give verbal warnings.

C. One member of the Group may be in attendance at all meetings of the Public Works Safety Committee.

D. All employees covered by this Agreement shall receive one fifteen (15) minute coffee break per work day without loss of pay. An employee may take a fifteen (15) minute coffee break in mid-afternoon, subject to the Superintendent, in his/her sole discretion, giving prior approval.

E. Any employee presenting testimony as a witness for the Township of Teaneck during his/her working hours, in a matter directly involving the Township, shall not be penalized by loss of benefits or pay for time spent in court. Off duty appearances for the Township shall be compensated in accordance with normal overtime procedures.

F. Tool Allowance

1. All supervising mechanics and assistant supervising mechanics will provide a standard set of tools and container which shall include those tools reasonably necessary to perform their job functions on Township vehicles and property.
2. The Township agrees to pay applicable employees an annual tool allowance payable in June of each year. The annual allowance shall be \$450 in 2004 and 2005 and \$475 in 2006 and thereafter.

ARTICLE XXVII
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 Group, 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 Group 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 Group.
- B. Any changes in monthly dues will be certified in writing by the President of the Group of 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.
- D. The Township will notify the Secretary-Treasurer of the Group, 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 Group of all employees who are terminated from the Township's payroll.
- E. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Group and transmit the fee to the majority representative.
- F. The deduction shall commence for each employee who elects not to become a member of the Group on the first of the month following thirty days written notice from the Group 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 of the month following sixty days of employment.
- G. The fair share fee for services rendered by the Group shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Group less the cost of benefits financed through the dues available only to members of the Group, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- H. 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 Group 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.
- I. Prior to January 1st and 31st of each year, the Group shall provide advance written notice

to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

J. The Group shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Group. 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.

K. The Group 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 Group to the Township, or in reliance upon the official notification on the letterhead of the Group and signed by the President of the Group, advising of such changed deduction.

L. Membership in the Group 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 Group is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Group membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the group and this Agreement has been executed by the Township after it has satisfied itself that the Group is a proper majority representative.

ARTICLE XXVIII
RULES AND REGULATIONS

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

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 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
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 of the employee or those of his spouse.
- C. All employees covered by this Agreement shall received two (2) days off to attend the funeral of the employee's grandparents or grandchildren.

ARTICLE XXXII
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect through December 31, 2007.

B. 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 twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this 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.

D. Notices sent by the Group shall be served on the Township Clerk and Manager. Notices sent by the Township shall be served on the President of the Group or his/her designated representative.

SALARY SCHEDULES

SCHEDULE 1 - UNIT MEMBERS PROMOTED BEFORE 1/1/04 AND AT MAXIMUM AS OF 12/31/03

TITLE			
Assistant Supervising Mechanic			
Assistant Supervisor Public Works			
Supervising Mechanic			
Supervisor, Parks			
Supervisor, Public Works			

SCHEDULE 2 - 2004 UNIT MEMBERS PROMOTED 1/1/04 AND AFTER

TITLE			
Assistant Supervising Mechanic			
Assistant Supervisor Public Works			
Supervising Mechanic			
Supervisor, Parks			
Supervisor, Public Works			

SCHEDULE 3 - 2005 UNIT MEMBERS PROMOTED 1/1/04 AND AFTER

TITLE			
Assistant Supervising Mechanic			
Assistant Supervisor Public Works			
Supervising Mechanic			
Supervisor, Parks			
Supervisor, Public Works			
Supervisor, Trees			

SCHEDULE 4 - 2006 UNIT MEMBERS PROMOTED 1/1/04 AND AFTER

TITLE			
Assistant Supervising Mechanic			

Assistant Supervisor Public Works			
Supervising Mechanic			
Supervisor, Parks			
Supervisor, Public Works			

SCHEDULE 5 - 2007 UNIT MEMBERS PROMOTED 1/1/04 AND AFTER

TITLE			
Assistant Supervising Mechanic			
Assistant Supervisor Public Works			
Supervising Mechanic			
Supervisor, Parks			
Supervisor, Public Works			

**PUBLIC WORKS SUPERVISORS
GROUP OF TEANECK**

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

BY:
PRESIDENT

BY:
MAYOR

ATTEST:

ATTEST:

DATE:

DATE: