



AGREEMENT

BETWEEN

TOWNSHIP OF MAPLEWOOD

and

UNITED CONSTRUCTION TRADES AND INDUSTRIAL

EMPLOYEES INTERNATIONAL UNION, LOCAL 621A

January 1, 2020 through December 31, 2023

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THIS AGREEMENT, made this ____ day of _____, 2020, by and between the Township of Maplewood, New Jersey (“Township”) and the United Construction Trades & Industrial Employees International Union, Local 621A (“Union”) (collectively, the “Parties”),

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Township; and

WHEREAS, the parties desire to embody the results of the collective negotiations in a written agreement,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE 1. RECOGNITION AND SCOPE OF AGREEMENT

- 1.1. The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment with respect to all regularly employed Forepeople employed by the Township in the Department of Public works and the Department of Community Services.
- 1.2. Excluded: Employees in other negotiations units, white-collar employees, stenographic and clerical employees, managerial, supervisory, confidential, craft, professional employees, policemen and firemen within the meaning of the Act.
- 1.3. This Agreement shall be effective from January 1, 2020, up to and including December 31, 2023. Negotiations for a successor agreement shall commence and proceed pursuant to the rules and regulations of the Public Employment Relations Commission, but the terms and provisions of the Agreement shall continue in effect until such successor agreement is executed.
- 1.4. This Agreement shall be applicable to all employees in the unit represented by the Union, as set forth herein.

ARTICLE II. MANAGEMENT RIGHTS

- 2.1. It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency are solely the responsibilities of the Township. Accordingly, the Township retain the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods; schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract, sub-contract and the control of equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.
- 2.2. The Township retains all rights of management unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer Employee Relations Act or other laws, rules and regulations.

ARTICLE III. GRIEVANCE PROCEDURE

- 3.1. A grievance shall be any complaint of an employee other than temporary or probationary employees of the Union with respect to the application of the terms and provisions of this agreement.
- 3.2. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties further agree that in the event that a grievance procedure is initiated, the employee shall be represented by the shop steward and/or union representative only.
- 3.3. Nothing herein contained shall be construed as limiting the right of any employee temporary or probationary employees having a grievance to discuss the matter informally with the employee's Department Head or the Department Head's designee, and having the grievance adjusted without intervention of the Union, provided an adjustment is not inconsistent with this Agreement. The Union will be given the opportunity to be present at such adjustment provided the grievant requests same.
- 3.4. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of or within fifteen (15) calendar days when the employee should have known of such occurrence, whichever is later. Failure to act within the said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

3.5. The following procedure is mutually agreed upon for the settlement of grievances:

Step One. An employee with a grievance shall first discuss it with the employee's supervisor, with the objective of resolving the matter informally.

Step Two. In the event that the aggrieved person is not satisfied with the decision of the supervisor at Step One, or in the event that no decision has been rendered by the supervisor within seven (7) calendar days after presentation of the grievance to the supervisor, the matter shall be presented in writing by the aggrieved person or the Union (shop steward or and/or union representative) on the person's behalf to the Director of Public Works or the Director's designated representative within five (5) business day of the supervisor's decision. The Director of Public Works or the Director's designated representative shall render a decision in writing within seven (7) calendar days after the presentation of the grievance.

Step Three. In the event that the aggrieved person is not satisfied with the decision of the Director of Public Works or the Director's designated representative at Step Two, or in the event that no decision has been rendered by the Director of Public Works or the Director's designated representative within seven (7) calendar days after the presentation of the grievance to the Director or the Director's designated representative, the matter shall be presented by the Union to the Township Business Administrator within five (5) business days of the Director of Public Works' decision. A decision shall be rendered in writing by the Township Business Administrator within seven (7) calendar days after presentation.

Step Four. In the event that the grievance has not been satisfactorily resolved at Step Three, then arbitration may be brought only by the Union, through its designees within twenty (20) calendar days from the day the Union receives the Step Three decision or within twenty (20) calendar days from the date the decision should have been received by the

Union, if no such decision is received. Arbitration may be so brought by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Township. Arbitrators shall be selected under the selection procedure of the Public Employment Relations Commission. The arbitrators shall conduct a hearing and investigation to determine the facts, and shall render a decision in writing to the parties. The arbitration hearing shall be conducted in the manner and under the rules and regulations of the Public Employment Relations Commission regarding the conduct of hearings and subpoenas may be issued for the production of persons and documents, which subpoenas shall be honored by the Township and the Union. The arbitrator's decision shall be final and binding upon all parties. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the Union when they incur same. The aggrieved employee and witnesses shall be granted time off with pay to attend any arbitration hearing.

- 3.6. A grievance affecting a group of employees may be submitted by the Union on behalf of said named group at Step Two of the grievance procedure.
- 3.7. If a decision is not rendered by the Township within the time limits presented for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the grievant may advance to the next step. If a decision is not appealed by the Union within the time limits herein set forth at any step in the grievance procedure, then the grievance shall be deemed to have been abandoned denied. Once abandoned, the Union may not re-file the same grievance.

ARTICLE IV. DISCIPLINE

- 4.1. Discipline of an employee shall be imposed only for just cause. The employee shall have the right, if requested by him, to have a representative of the Union or an Attorney present during any interrogation or hearing when disciplinary action is contemplated. The employee shall receive a copy of any written statement made by him to his superior regarding the complaint, and shall, upon his request, be given a copy of any stenographic record or tape recording which may be made. Disciplinary action may be appealed through the grievance procedure commencing at Step Two.
- 4.2. No employee shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the employee.
- 4.3. The Township may require any employee to submit to a blood test, breathalyzer test, urine test or any other medically recognized method to detect the presence of alcohol, drugs or other illegal substances whenever the Township has reason to believe that the employee is under the influence of a drug or alcohol due to the employee's behavior; physical presence, condition, or mannerisms; or whenever the test is required to operate motor vehicles or other equipment for the Township. The employee has the right to grieve the test requirement and the application of any findings; however the refusal to take the test will be considered grounds for dismissal.
- 4.4. An employee whose driving license is suspended must notify the Township as soon as possible. Any employee whose driving license is suspended or revoked shall be suspended from employment until such time as the license is restored.

ARTICLE V. SALARIES

- 5.1. Effective January 1, 2020, the salaries of all employees covered under the Agreement shall be adjusted to reflect an increase of two percent (2%) per annum.
- 5.2. Effective January 1, 2021, the salaries of all employees covered by this agreement shall be adjusted to reflect an increase of two percent (2%) per annum.
- 5.3. Effective January 1, 2022, the salaries of all employees covered by this Agreement shall be adjusted to reflect an increase of two and a quarter percent (2.25%) per annum.
- 5.4. Effective January 1, 2023, the salaries of all employees covered by this Agreement shall be adjusted to reflect an increase of two and one-half percent (2.25%) per annum.
- 5.5. If an employee is absent on payday and desires a co-worker to receive his paycheck, the Township shall honor such request, if written authorization is received from the absent employee designating the co-worker that is to receive the absent employee's paycheck.
- 5.6. Employees hired as Forepeople before January 1, 1995 shall receive longevity payments as a percentage of their salary as follows:
- After five (5) years of service - 2%
 - After ten (10) years of service - 4%
 - After fifteen (15) years of service - 6%
 - After twenty (20) years of service - 8%
 - After twenty-five (25) years of service - 10%
- 5.7. Employees hired as Forepeople after January 1, 1995 and before January 1, 2016 shall receive longevity payments as follows:
- After five (5) years of service - \$500.00
 - After ten (10) years of service - \$1,000.00
 - After fifteen (15) years of service - \$1,500.00
 - After twenty (20) years of service - \$2,000.00
 - After twenty-five (25) years of service - \$2,500.00
- 5.8. Employees hired as Forepeople after January 1, 2016 shall not be eligible to receive longevity payments.

ARTICLE VI. RETENTION OF BENEFITS

6.1. Any and all existing employee benefits, such as coffee breaks and wash-up time presently enjoyed by the employees at the effective date of this Agreement or thereafter shall remain in effect at no less than the highest standards in effect at those times. An employee benefit governed by this section is a practice that is "commonly shared by a majority of the members on a consistent basis and is recognized as such by the Township as of the effective date of this Agreement." The Township reserves the right to change these working conditions after meeting and conferring with the Union and negotiating the impact of any proposed change on the members.

ARTICLE VII. SALARY GRADES AND PERFORMANCE EVALUATION

- 7.1. There shall be a performance evaluation system for employees covered by this contract, and the employees shall receive ratings annually. The rating shall be either satisfactory or unsatisfactory based on the Township rating. At the commencement of each rating period and periodically during the rating period, the employer shall hold a conference, or conferences, with the employees to discuss and determine a performance evaluation system, improvement goals and work standards. At the time when a rating is given, the employee shall be notified, in writing, of the rating and the basis for it, and shall be advised, in writing, of all required work standards and employee's performance in accordance therewith. If a rating is unsatisfactory, the employee shall be advised, in writing, of all unsatisfactory areas and of action recommended to receive a satisfactory rating. Any employee who receives two consecutive unsatisfactory evaluations is placed on probation and is given specific counseling by their Department Head and the Township Business Administrator as to the performance deficiencies. If the employee does not correct these deficiencies and in the next evaluation receives unsatisfactory evaluations, employment with the Township may be terminated.
- 7.3. All newly hired employees shall be a probationary employee for six months. At the completion of the probationary period, the employee will receive a performance evaluation and will then be considered for permanent full-time employment.

ARTICLE VIII. DISCRIMINATION OR COERCION

8.1. There shall be no discrimination, interference, or coercion against any employees on the basis of sex, sexual or affectional orientation, gender or gender identity or expression, race, creed, color, religion, national origin, ancestry, age, marital or political status, atypical hereditary or cellular blood trait, disability, domestic partnership or civil union status, sexual orientation, pregnancy, childbirth, medical condition related to pregnancy or childbirth, genetic information or refusal to submit genetic testing, or any other class protected by federal, state, and local law, regulation, or ordinance.

ARTICLE IX. UNION RIGHTS AND PRIVILEGES

9.1. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay and shall receive time off with pay. An employee may have a representative of the Union, or an attorney, present during grievance proceedings and such representatives shall be given reasonable time off with pay during working hours to discuss the grievance with the employee and the Township. The negotiating committee shall have not more than two (2) employees, namely, one representative for each Department selected by the Union.

9.2. The Union shall have the right to use a bulletin board at the Department of Public Works Garage and the Township Community Pool to post Union material.

ARTICLE X. SENIORITY

- 10.1. Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not accumulate such credit while he is on such leave.
- 10.2. An employee who transfers from any other municipal department will not receive seniority for time spent in other positions.
- 10.3. Seniority shall be considered for purposes of providing preferential treatment for the most senior employee in the selection of vacations in each department, permanent transfers, permanent reassignments, and layoffs. No employee shall be transferred or reassigned unless the employee is capable of performing the work in the place to which the employee is transferred or reassigned and undergoes a reasonable training period in such new work.

ARTICLE XI. LEAVES OF ABSENCE

- 11.1 Bereavement Leave. Time off with pay shall be given from the day of death of a person in an employee's immediate family, until the day after the funeral, not to exceed three (3) calendar days immediately following the relative's death. In a case involving unusual circumstances, the employee's Department Head may grant additional days off. Immediate family shall be defined as follows: mother, father, son, stepson, daughter, stepdaughter, sister, brother, husband, wife, registered domestic partner, a person with whom the employee is living in a spousal relation, grandparents, grandchildren, mother-in-law, and father-in-law. In addition to the foregoing, an employee shall be entitled to a day off with pay to attend the funeral of his or her brother-in-law and/or sister-in-law. Any employees requesting a day off for this purpose shall submit a written statement to his supervisor which shall set forth the name of the deceased and the relationship to the employee.
- 11.2. Military Leave. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.
- 11.3. Leave without Pay. Any employee with three or more years of service desiring a leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave. Written permission from the Township shall be necessary in order for it to be effective and the leave shall not be unreasonable withheld. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township. An employee who fails to comply with this provision shall be subject to disciplinary action. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service

for vacation purposes. The employee must make suitable arrangements for continuation of all insurance and pension payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall not be allowed more than six (6) months leave without pay during the term of this Agreement.

11.4. Sick Leave. Absence on a working day caused by sickness or disability other than in the line of duty shall be paid for provided that the employee's Supervisor be advised where reasonably possible by 6:00 a.m. on the first day of sickness or disability and further that such sickness or disability in excess of three (3) consecutive days is attested to by a certificate from a physician satisfactory to the Township. For an employee absent for more than three (3) consecutive days, prior to their return to work, the employee must present a doctor's certificate indicating that the employee is capable of performing normal work duties.

11.4.1. Employees shall receive fifteen (15) days of sick leave per calendar year. An employee may use up to five (5) of the allotted sick days per calendar year for well visits to the doctor or for the care of an immediate family member. Immediate family shall be defined as follows: mother, father, son, stepson, daughter, stepdaughter, sister, brother, husband, wife, registered domestic partner, a person with whom the employee is living in a spousal relation, grandparents, grandchildren, mother-in-law, and father-in-law.

11.4.2. Employees may carry over up to ten (10) days of unused sick leave into the following calendar year.

11.4.3. Employees shall receive sick leave benefits pursuant to the terms of this Agreement and the Union expressly waives any benefits or rights afforded to employees

pursuant to the terms of the New Jersey Earned Sick Leave Act, N.J.S.A. 34:11D-1 et. seq.

11.5. Temporary Disability Leave. The Township will provide a temporary disability leave benefit comparable to that available under the State plan, i.e., a co-contributory plan resulting in a maximum weekly benefit of \$304.00 or the then current rate as follows: In the event an employee suffers any accident or sickness not arising out of his employment and resulting in the employee's total inability to perform the duties of employment, the Township will pay said employees a benefit equal to two-thirds of the employee's average weekly wage up to a maximum of \$304.00 or the then current rate as provided under the State plan. No benefits shall be paid under this provision, which are otherwise compensable under any law or by any other source. Benefits shall commence upon the exhaustion of the employee's sick leave. An employee who at the time they become temporarily disabled, has fewer than fifteen (15) sick days available shall use vacation days or personal days to the extent that total number of available sick days plus vacation days or personal days equals fifteen (15). This benefit shall continue so long as the employee is totally and continuously disabled up to a maximum period of six (6) months exclusive of vacation and sick leave. Only employees who have worked for the Township at least one full year shall be entitled to this benefit. Any employee seeking benefits hereunder shall file all documents required by the Township and submit to periodic examinations as required by the Township. No payments are due hereunder in the absence of required documentation, or while the employee is not under the care of a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, or chiropractor who, upon request, will certify as to the disability of the employee, the probable duration thereof, and the medical facts within the practitioner's knowledge. No payments will be due hereunder for any willful or intentional self-inflicted injury or for

any injury sustained in commission of a crime of the first, second, or third degree.

ARTICLE XII. HEALTH AND SAFETY

- 12.1. The Township shall furnish a place of employment that shall be reasonably safe and healthful for employees given the nature of the work being performed. The Township shall install, maintain and use such employee protective devices and safeguards, and the employees shall be responsible for the same, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required.
- 12.2. The Township shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder.
- 12.3. Employees shall not be required to work where conditions exist which are patently hazardous to the health and safety of the employee and which violate the provisions of this paragraph or violate health or safety laws, rules, or regulations. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the Township. Corrective action shall be taken at the earliest time possible.
- 12.4. There shall be fully equipped first aid kits in all vehicles of the Township used by employees.

ARTICLE XIII. TREATMENT OF EMPLOYEES

13.1. Employees and the employer shall be courteous and employees shall not be subject to abusive language from the supervisors. The forgoing shall also apply to employees.

ARTICLE XIV. OVERTIME

- 14.1. Overtime shall be paid for work which results in an employee working in excess of forty (40) hours in any calendar week at the rate of time and one-half.
- 14.2. All weekend work shall be compensated for at an overtime of time and one-half.
- 14.3. Holiday work shall be paid at an overtime rate of time and one-half pursuant to Article XV of this Agreement.
- 14.3. If an employee is recalled to duty after leaving for the day, the employee shall be compensated at the rate of time and one-half for the time worked with a minimum of four (4) hours. Overtime as a continuation of a regular workday shall be compensated only for the time actually worked.

ARTICLE XV. HOLIDAYS

15.1. Full time employees shall receive the holidays listed below:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday*

Washington's Birthday

Good Friday*

Memorial Day

Independence Day

Labor Day

Columbus Day*

Veterans Day*

Thanksgiving Day

The day after Thanksgiving Day

One-half day before Christmas Day

Christmas Day

One-half day before New Year's Day

Holidays marked with an asterisk (*) indicate a floating holiday.

15.2. Holiday, unless designated as a floating holiday, may only be used on the date designated for the holiday.

15.3. Floating Holidays: Municipal offices will be open on Floating Holidays and every municipal department must be covered and opened on these days. Employees who work on these holidays will have the ability to take off another day later in that calendar year with the approval of their Department Head and 72 hours' notice. Floating Holidays must be used in the calendar year in which they are earned.

- 15.4. When circumstances require an employee to work on the above listed holidays, the employee shall be compensated at the rate of time and one-half for the time worked provided, however, if an employee shall not have worked any regular work day preceding and subsequent to the holiday as a result of illness, he is not to be compensated at the rate of time and one-half unless a doctors certificate attesting to said illness is presented by the employee to the employer, if requested by the employer.
- 15.5. If the holiday falls on Saturday, it shall be observed on Friday and if the holiday falls on Sunday, it shall be observed on Monday. If a holiday occurs during a leave for sickness, the employee shall receive credit for the holiday.
- 15.6. If Christmas or New Year's Day occurs on Monday, the one-half day shall be taken on the preceding Friday.

ARTICLE XVI. VACATIONS

All employees covered by this Agreement shall be granted vacations as follows:

16.1. Newly appointed employees shall receive one (1) working days' vacation for each month of continuous employment from the date of employment to the time of employee's vacation during the first calendar year of employment not to exceed (10) working days.

16.2. Beginning with the second calendar year and through the fourth calendar year of continuous employment from the date of employment, employees shall receive eleven (11) working days' vacation.

16.3. Beginning with the fifth calendar year and through the ninth calendar year of continuous employment from date of employment, employees shall receive seventeen (17) working days' vacation.

16.4. Beginning with the tenth calendar year and through the fourteenth calendar year of continuous employment from date of employment, employees shall receive eighteen (18) working days' vacation.

16.5. Beginning with the fifteenth calendar year and through the eighteenth calendar year of continuous employment from date of employment, employees shall receive nineteen (19) working days' vacation; beginning with the nineteenth (19) calendar year, and thereafter twenty two (22) working days' vacation.

16.6. The term calendar year as used herein shall mean that, with the exception of newly appointed employees who shall receive vacation days as outlined in clause (16.1) above, each employee's vacation increment becomes effective January 1 of the year in which his anniversary date falls.

16.7. The scheduling of vacation is left to the discretion of the employer but shall not be unreasonably exercised and seniority shall be a consideration for the initial two-week period. An employee may take individual vacation days off at the discretion of his or her

supervisor. Permission to take individual day off shall not be unreasonably withheld by said supervisor.

16.8. With regard to any portion of vacation entitlement that exceeds two (2) weeks, the supervisor may exercise discretion as to whether such excess shall be given consecutively with the second week, but, in any event, shall act to give the excess portion of the employees' period in full weeks, where possible.

16.9. Vacation pay shall be made in advance of the vacation.

16.10. The vacation day previously referred to shall only be taken by the employee in question subsequent to the anniversary date. For example, if an employee commenced employment on April 1, then beginning with the fifth calendar year of employment, he shall be entitled to seventeen (17) working days of vacation, provided, however, that the foregoing seventeen (17) working days must be taken subsequent to April 1.

ARTICLE XVII. CLOTHING ALLOWANCE

- 17.1. The Township shall supply annually at the appropriate time or season, the following work clothes for all employees, which work cloths shall be of good quality for the purpose for which they are intended: three (3) pairs of winter pants and two (2) pairs of summer pants, five (5) summer shirts, up to five (5) pairs of work gloves, five (5) T-shirts, five (5) winter shirts, one (1) pair of work boots of good quality, ankle length, unless the personal physician of the employee recommends low cut work boots, in which case one (1) pair of low cut boots shall be supplied; one (1) spring coat replaced every second year. In the alternative, an Employee may purchase the above from a Township authorized vendor in an amount not to exceed \$500 to be reimbursed by the Township upon proof of purchase in May of each year.
- 17.2. A winter coat shall be replaced no less than every three (3) years or earlier, if needed. Employees must wear clothing supplied by the Township and maintain same properly.
- 17.3. Employees shall have the option to wear short pants provided that the same does not interfere with their safety in the opinion of the supervisor.

ARTICLE XVIII. EQUIPMENT

18.1. Employees shall have adequate equipment to perform their duties. Safety glasses, including prescription glasses, shall be paid for and supplied by the Township and will be replaced when broken.

ARTICLE XIX. DUES CHECKOFF AND INDEMNIFICATION

19.1. Upon receipt of proper written authorization from each employee, the Township shall deduct Union dues from salaries of employees and shall remit the monies collected to the Treasurer of the Union once each month. The Union agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

19.2. All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. The foregoing shall be limited to and in accordance with prevailing law, including, but not limited to, N.J.S.A. 52:14-15.9e.

ARTICLE XX. LUNCH ROOM AND SLEEPING ROOM

20.1. An adequate sleeping area and lunchroom with sleeping and lunch facilities and related facilities shall be provided by the employer and adequately maintained for the employees in the unit in the Public Works building.

ARTICLE XXI. HOURS OF WORK

21.1. The hours of work for Employees assigned to the Township's Department of Public Works shall be 7:30 A.M. to 4:00 P.M. The lunch period shall be from 12:00 P.M. to 12:30 P.M. and wash-up time shall be from 11:45 A.M. to 12:00 P.M. Employees shall punch out for lunch no earlier than 11:50 A.M. and punch in after lunch commencing at 12:30 P.M. and not later than 12:35 P.M. Wash-up time shall also be from 3:45 P.M. to 4:00 P.M.

21.2. The Township reserves the right to adjust the Pool Foreperson's hours of work during the period of April through September in order to facilitate operations at the Township Community Pool. The Pool Foreperson shall be provided with five (5) days' notice of any changes to the Pool Foreperson's hours of work.

ARTICLE XXII. PERSONAL DAY

22.1. Each employee shall receive three (3) personal days in each calendar year to be used by the employee in whole or as one-half day off with pay for the purpose of attending to any personal affairs of the employee.

22.2. If an employee is hired after July 1, that employee shall receive one (1) personal day for that calendar year. If an employee is hired after October 1, that employee shall not receive any personal days for the remainder of that calendar year in which they were hired.

22.3. One (1) additional personal day will be granted at the discretion of management. This day is subject to cancellation in the event of an emergency.

22.4. Personal days must be used in the year in which they are earned. Unused personal days shall be forfeited.

22.5. Personal days are advanced at the beginning of the calendar year, with the exception of the first calendar year of employment as per this Article. If an employee separates from service or retires and has used more personal days than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned personal days. Such payment shall be deducted from the employee's last paycheck.

ARTICLE XXIII. HEALTH INSURANCE

23.1. Full time employees, defined as those who work 30 hours per week or more on a regular basis, are eligible to receive health benefits.

Medical: The Township shall provide medical coverage to all full-time employees as defined above. Coverage shall be extended to the entire family of the employee as per health plan specifications.

Dental: The Township shall provide dental coverage to all full-time employees as defined above. Coverage shall be extended to the entire family of the employee as per dental plan specifications.

23.2. Health Benefits Contribution: Bargaining unit members shall make contributions towards the cost of their health insurance coverage in the amount set forth pursuant to P.L. 2011, c.78.

23.3. The Township reserves the right to change carriers and/or self-insure as long as substantially similar benefits are provided.

ARTICLE XXIV. FULLY BARGAINED PROVISIONS

24.1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by and instrument in writing only, executed by both parties.

ARTICLE XXV. SAVINGS CLAUSE

25.1. If any provisions of the Agreement should be held invalid by operation of law or regulation by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI. TERM AND RENEWAL

26.1. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023, without any reopening date. Any economic changes in this Agreement shall apply to all bargaining unit employees provided that they are covered by the Agreement and only for the time they were employed by the Township. This Agreement shall continue in full force and effect from year to year thereafter, unless the Township or the Union 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures

ATTEST:

FOR THE TOWNSHIP OF MAPLEWOOD:

Gerald J. Giannis

Date: E-signed by Twp. Administrator
February 16, 2022 at 2:20 p.m.

ATTEST:

**FOR THE UNITED CONSTRUCTION TRADES & INDUSTRIAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 621A:**

Deen Dukovic - Sec. Treasurer

Date: *12/14/21*

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

<hr/> In the Matter of	>	
	>	
MAPLEWOOD TOWNSHIP,	>	
Public Employer,	>	
	>	
-and-	>	DOCKET NO. RO-2020-003
	>	
UCTIE LOCAL 621A,	>	
Petitioner.	>	
<hr/>	>	

**CERTIFICATION OF REPRESENTATIVE
BASED UPON AUTHORIZATION CARDS**

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, we have conducted an investigation into the Petition for Certification filed by the above-named Petitioner. The Petitioner has demonstrated by card check that a majority of the unit employees described below have designated the Petitioner as their exclusive representative for purposes of collective negotiations, and, no other employee organization has expressed a valid interest in representing these employees.

Accordingly, **IT IS HEREBY CERTIFIED** that

UCTIE LOCAL 621A

is now the exclusive representative of all the employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

UNIT: Included: All regularly employed forepeople employed by the Township of Maplewood in the Department of Public Works and the Department of Community Services.

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees; employees in other negotiations units; and all other employees of the Township of Maplewood.

DATED: September 9, 2019
Trenton, New Jersey



Jonathan Roth, Director of Representation

Attachment:

Certification of Representative dated: September 9, 2019

In the Matter of

MAPLEWOOD TOWNSHIP

-and-

UCTIE LOCAL 621A

Docket No. RO-2020-003

Service on the following:

Eric D Engelman, Esq.
Genova Burns LLC
494 Broad St
Newark, NJ 07102

Stephen Goldblatt, Esq.
Law Offices of Stephen Goldblatt PC
44 Court St Ste 1217
Brooklyn, NY 11201