

AGREEMENT

Between

THE TOWNSHIP OF MAPLEWOOD, Township of

And

AFL-CIO LAUNDRY and DRY CLEANING
INTERNATIONAL UNION, LOCAL UNION
NO. 2, AFL-CIO

X Effective January 1, 1981 through December 31, 1982

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MORTIMER KATZ, ESQ.
2115 Millburn Avenue
PO Box 255
Maplewood, New Jersey 07040

THIS AGREEMENT, made this day of November, 1981,
by and between the TOWNSHIP OF MAPLEWOOD, New Jersey (hereinafter
referred to as the TOWNSHIP) and AFL-CIO LAUNDRY and DRY CLEANING
INTERNATIONAL UNION, LOCAL UNION NO. 2, (hereinafter referred to
as the UNION),

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotiat-
ions 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 I

RECOGNITION AND SCOPE OF AGREEMENT

Section A. The TOWNSHIP hereby recognizes the UNION as
the exclusive representative for the purpose of collective negoti-
ations with respect to the terms and conditions of employment with
respect to all Bureau of Public Works Hourly Employees. Excluded:
White-collar employees, stenographic and clerical employees, man-
agerial, supervisory, confidential, craft, professional employees,
policemen and firemen within the meaning of the Act.

Section B. This Agreement shall be effective from
January 1, 1981, up to and including December 31, 1982. Negotiat-
ions 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 this Agreement shall continue in effect until such successor agreement is executed.

Section C. This Agreement shall be applicable to all employees in the unit represented by the UNION, as set forth herein.

ARTICLE II

MANAGEMENT RIGHTS

All rights of management are retained by the TOWNSHIP 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. These rights include but are not limited to the following:

1. Give directions to employees regarding their work;
2. Hire, promote, transfer and assign subject to seniority and ability to perform work as hereinafter set forth;
3. Discipline for good and just cause as hereinafter set forth.

ARTICLE III

GRIEVANCE PROCEDURE

Section A. A grievance shall be any complaint of an employee other than temporary or probationary employees of the UNION with respect to wages, hours of work and other conditions of employment, or with respect to the application of the

terms and provisions of this Agreement.

Section B. 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 of employees 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.

Section C. Nothing herein contained shall be construed as limiting the right of any employee other than temporary or probationary employees having a grievance to discuss the matter informally with the Foreman or Supervisor of the Bureau of Public Works, 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 adjustments provided the grievant requests same.

Section D. 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.

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

Step One.

An employee with a grievance shall first discuss it with his Foreman, 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 Foreman at Step One, or in the event that no decision has been rendered by the Foreman within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented in writing by the aggrieved person or the UNION on his behalf to the Supervisor or his designated representative. The Supervisor or his designated representative shall render his decision in writing within seven (7) calendar days after the presentation of the grievance to him.

Step Three.

In the event that the aggrieved person is not satisfied with the decision of the Supervisor or his designated representative at Step Two, or in the event that no decision has been rendered by his Supervisor or his designated representative within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the UNION to the Director of Public Works. A decision shall be rendered in writing by the Director of Public Works within seven (7) calendar days after presentation.

Step Four.

In the event that the aggrieved person is not satisfied

with the decision of the Director of Public Works or his designated representative at Step Three, or in the event that no decision has been rendered by the Director of Public Works or his designated representative within seven (7) calendar days after presentation of the grievance to him, the matter may be presented by the UNION in its discretion to the Mayor and Township Committee by notice to the Township Clerk or Business Administrator. If the grievance is presented to the Mayor and Township in writing at least seven (7) calendar days prior to a regularly scheduled Township Committee meeting, it shall be taken up at the meeting. A decision shall be rendered in writing within fourteen (14) calendar days thereafter.

Step Five.

In the event that the grievance has not been satisfactorily resolved at Step Four, 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 Four 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 procedures 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 arbitrators 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.

Section F. 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.

ARTICLE IV

DISCIPLINE

Section A. 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. Disci-

plinary action may be appealed through the grievance procedure commencing at Step Four.

Section B. No employee shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the employee.

Section C. No employee shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law as to motor vehicles or in the operation of TOWNSHIP owned equipment. Such test may be given if requested by the employee.

ARTICLE V

SALARIES

Effective January 1, 1981 the hourly rate of all employees covered under this Agreement shall be adjusted to reflect an increase of \$951.00 per annum. Effective July 1, 1981, the hourly rate of all employees covered by this Agreement shall be adjusted to reflect an increase of an additional \$336.00 per annum. Appropriate retroactive payments including overtime, if any, will be made to reflect the foregoing increases, for the period January 1, 1981 through June 30, 1981 and July 1, 1981 to retroactive payment date.

Effective January 1, 1982, the salaries of all employees covered by this Agreement shall be increased by the sum of \$1,286.96.

If an employee is absent on pay day and desires a co-worker to receive his pay check, 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 pay check.

ARTICLE VI

RETENTION OF BENEFITS

Any and all existing employee benefits, such as coffee breaks and washup 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. The provisions of all municipal ordinances and resolutions pertaining to employees herein, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement.

ARTICLE VII

SALARY GRADES AND PERFORMANCE EVALUATION

Section A. The parties recognize the existence of three basic grades or steps for all employees in the unit, consisting of three different hourly rates. All employees shall be hired

initially at the salary specified for Grade I, and shall be considered as probationary employees for three (3) months. If still employed at the end of three (3) months, they shall automatically move to and receive the salary for Grade II after completion of said three (3) months employment by the TOWNSHIP. Upon the completion of five (5) years employment by the TOWNSHIP, all employees shall automatically move to and receive the pay for Grade III, subject, however, to earlier promotion or movement to Grade III, as hereinafter set forth.

Section B. There shall be a performance evaluation system for employees covered by this Contract, and the employees shall receive ratings semi-annually on December 1 and June 1. The ratings 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 four consecutive satisfactory ratings shall automatically move to and receive the

salary for Grade III.

ARTICLE VIII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer 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 employer nor the UNION shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE IX

UNION RIGHTS AND PRIVILEGES

Section A. 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 representative 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 four (4) members, namely, one representative for each department selected by the UNION.

Section B. The UNION shall have the right to use a bulletin board at the garage to post UNION materials.

ARTICLE X

SENIORITY

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.

Seniority shall be used for purposes of providing preferential treatment for the most senior employee in the selection of vacations in each department, permanent transfers, permanent reassignments, layoffs, and any other substantial employee advantages, provided, however, that employees in the automotive and electrical department shall be laid off, if necessary, only in accordance with seniority in the department alone. Layoffs shall only be made for purposes of economy. No employee shall be transferred or reassigned unless he is capable of performing the work in the place to which he is transferred and reassigned and undergoes a reasonable training period in such new work.

ARTICLE XI

LEAVES OF ABSENCE

Section A. 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 Director of Public Works may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and 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.

Section B. 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.

Section C. Any employee with three or more years of service desiring leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the TOWNSHIP in order for it to be effective, which leave shall not be unreasonably 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 Committee. 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.

Section D. 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, Foreman or Public Works Clerk be advised where reasonably possible before 8:00 A.M. on the first day of sickness or disability and further that such sickness or disability in excess of three consecutive days is attested to by a certificate from a physician satisfactory to the Governing Body. Such sick leave shall be fifteen (15) working days per calendar year and as of January 1, 1978 unused sick leave shall accumulate and an employee shall be paid by the TOWNSHIP,

based upon compensation at the date of retirement one-half of the accumulated sick leave upon retirement under the Public Employees Retirement System but such payment shall not exceed \$12,000.00. Employee must notify the Township Treasurer before January 1st of the year of retirement and if employee fails to notify before January 1st, payment shall be made in the year following retirement.

ARTICLE XII

STAND-BY TIME

Employees shall not be required to "Stand-By" after normal working hours for the purpose of being called back to work for emergencies or for other reasons.

ARTICLE XIII

HEALTH AND SAFETY

Section A. The TOWNSHIP shall furnish a place of employment which shall be reasonably safe and healthful for employees. 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.

Section B. The TOWNSHIP shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey

and regulations promulgated thereunder.

Section C. Employees shall not be required to work where conditions exist 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.

Section D. There shall be fully equipped first aid kits in all vehicles of the TOWNSHIP used by employees.

Section E. Except where an exceptional emergency exists, for the purpose of furthering the safety of the employee, at least two men shall be assigned for the following purposes: at least two per vehicle for salting and plowing; when doing any street work where danger exists; other situations where two men have normally been used when called in for overtime work.

ARTICLE XIV

TREATMENT OF EMPLOYEES

Employees and the employer shall be courteous and employees shall not be subject to abusive language from the superiors. The foregoing shall also apply to employees.

ARTICLE XV

OVERTIME

Maintenance men shall be paid as follows:

(a) On the basis of a work week of forty hours from Monday to Friday, both inclusive, at the prevailing hourly rate of wages for the class of labor involved. Overtime shall be paid at the rate of time and one-half for work outside the regular hours of Monday through Friday 7:30 A.M. to 4:00 P.M. (30 minutes lunch time) or any other regular working hours designated by the Director of Public Works, provided the employee worked the day before and following the day in which the overtime occurred. Notwithstanding the foregoing, overtime shall be as presently constituted provided, however, that the following shall be included in the forty hours calculated in the Monday to Friday work week for purposes of computing entitlement to overtime pay: all compensated sick leave; vacations; holidays; other excused leave. Uncompensated sick leave shall not be so included unless appropriate proof of sickness is provided by the employee, if requested by the employer. All weekend and holiday work shall be compensated for at overtime rates in addition to compensation which should otherwise be received. All overtime will be paid on payday for the pay period within which it is earned.

(b) If an employee in an emergency is recalled to duty, the employee shall be compensated at the rate of time and one-half for the time worked with a minimum of four (4) hours under the same conditions set forth in paragraph (a). Overtime as a continuation of a regular work day shall be compensated only for the time actually worked. Whenever an employee is called upon to work eight (8) hours overtime in addition to his regular daily

employment with a twenty four (24) hour period, he shall be entitled to receive a four (4) hour rest period at regular pay and shall be entitled to receive his rest period at the commencement of his next regular daily shift unless emergency conditions require his presence on said shift in which event such scheduling of the rest period shall be staggered. On non-work days, if an employee works sixteen (16) hours in a twenty four (24) hour period, he shall be entitled to receive a four (4) hour rest period at regular pay rates. For example, if an employee works sixteen (16) hours on a Saturday and his hourly rate is \$5.00 per hour, he shall receive time and a half pay for sixteen (16) hours at a rate of \$7.50 per hour (in addition to his regular weekly pay) and shall receive straight time pay for four (4) hours (in addition to his regular weekly pay). If an employee is called in for work during overtime and the second "call in" is within four (4) hours of the end of the first "call in", then the employees will be paid for the intervening period at overtime rates. However, the second "call in" need not be governed by seniority. Employees must be notified by noon Thursday, of any Saturday overtime work, and such work may only be cancelled by noon Friday by the employer for good cause. Work on Saturdays for leaf clearing or any other work shall be made available at overtime rates to employees covered by this Agreement before it is made available to others.

ARTICLE XVI

HOLIDAYS

Employees shall receive twelve (12) holidays as listed below:

New Year's Day	One-half day before
Lincoln's Birthday	Christmas Day
Washington's Birthday	One-half day before
Good Friday	New Year's
Memorial Day	Day
Independence Day	
Labor Day	
Columbus Day	
Veterans Day	
Thanksgiving Day	
Christmas Day	

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 doctor's certificate attesting to said illness is presented by the employee to the employer, if requested by the employer. 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.

In addition to the foregoing, there will be an additional holiday consisting of one-half day on the day before Christmas

and one-half day on the day before New Year's Day. If Christmas or New Year's Day occurs on a Monday, the one-half day shall be taken on the preceding Friday.

ARTICLE XVII

VACATIONS

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

(a) 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 ten (10) working days;

(b) 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;

(c) Beginning with the fifth calendar year and through the tenth calendar year of continuous employment from date of employment, employees shall receive seventeen (17) working days vacation;

(d) Beginning with the eleventh calendar year and through the fourteenth calendar year of continuous employment from date of employment, employees shall receive eighteen (18) working days vacation;

(e) 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.

(f) 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 (a) above, each employee's vacation increment becomes effective on January 1, of the year in which his anniversary date falls;

(g) The scheduling of vacations is left to the discretion of the employer but shall not be unreasonably exercised and seniority shall be a governing factor 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 days off shall not be unreasonably withheld by said supervisor.

(h) 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;

(i) Vacation pay shall be made in advance of the vacation;

(j) The vacation days previously referred to shall only be actually taken by the employee in question subsequent to the anniversary date. An example of the meaning of the foregoing is as follows: If an employee commenced employment on April 1, then beginning with his fifth calendar year of employment he shall be entitled to sixteen (16) working days of vacation provided, however

that the foregoing sixteen (16) working days must be taken subsequent to April 1.

ARTICLE XVIII

CLOTHING ALLOWANCE

The TOWNSHIP shall supply annually at the appropriate time or season, the following work clothes for all employees, which work clothes 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) long sleeved shirts and five (5) short sleeved shirts; up to five (5) pairs of work gloves, at the discretion of the Foreman; five (5) T-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 work boots shall be supplied; one (1) summer coat replaced every second year.

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.

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 XIX

EQUIPMENT

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 XX

TEMPORARY HELP

Any temporary help employees who are hired for the purpose of meeting special work demands, such as leaf collection in autumn, shall consist of employees who are capable of performing the work in question and whose presence does not represent a danger or hindrance to the employees covered by this Contract.

ARTICLE XXI

PAY DIFFERENTIAL

There shall be two (2) employees employed as regular tree climbers who shall receive tree climber's pay and perform the work of tree climbers. Tree climbers pay is \$.20 per hour extra regardless of the hours spent climbing trees and is payable on regular paydays. In the event of an emergency, if any additional personnel are called on to perform tree climbing, they shall receive the same \$.20 extra for the hours worked.

ARTICLE XXII

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization from each

ARTICLE XXV

HOURS OF WORK

Hours of work shall be as presently constituted. 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.

ARTICLE XXVI

PERSONAL DAY

Each employee shall receive one (1) personal day 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.

ARTICLE XXVII

LEAD MAN PAY

Employees who presently perform the duties of "lead man" shall continue to perform these duties and shall receive \$.25 per hour. "Lead man" is recognized as a specific title for employees in the unit and a lead man, accordingly, receives the higher rate of pay for all hours regardless of whether specific duties of lead man are being performed. One employee who has

currently been paid the higher rate of pay will continue to serve as lead man.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

W. Melbourne Knapp

TOWNSHIP OF MAPLEWOOD

BY: Robert F. Masmore

ATTEST:

AFL-CIO LAUNDRY AND DRY CLEANING
INTERNATIONAL UNION, LOCAL UNION
NO. 2

BY: Jim Duffy, Pres.

JAN 12 1982