

558

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF DELANCO
AND
COMMUNICATIONS WORKERS OF AMERICA, LOCAL #1044
(PUBLIC WORKS UNIT)

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

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DELANCO PUBLIC WORKS CONTRACT

ARTICLE I - RECOGNITION

Section 1. The Township hereby recognizes the Communication Workers of America, AFL-CIO as the sole and exclusive representatives of the employees of the Delanco Public Works Department. The bargaining unit shall consist of the laborers, truck drivers, equipment operators and mechanics employed by the Public Works Department of the Township of Delanco.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, and authority, duties, responsibilities conferred upon and vested in it 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:

- A. To the executive management and administration control of the Township government and its properties and facilities, and the activities of its employees;
- B. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment, and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- D. During the term of this contract, CETA employees or Manpower employees may be hired by the Township to supplement the work force of the Township; CETA employees or Manpower employees shall not be utilized in substitution of the existing work force where they are available to perform the work involved.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, including applicable "Rules and Regulations of the Department of Personnel."

ARTICLE III - HOURS OF WORK

Section 1. The normal work day for employees shall consist of eight (8) hours; normal work week for employees shall consist of forty (40) hours. Daily hours shall begin at seven o'clock (7:00) a.m. and end at three-thirty (3:30) p.m. The work week for payroll purposed shall begin at 12:01 a.m. on Monday and end at Midnight the following Sunday.

Section 2. Overtime will be paid for hours worked over the normal eight (8) hour day and the normal forty (40) hour work week.

ARTICLE IV - HOLIDAYS

Section 1. The following days shall be celebrated as paid holidays by all employees:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Fourth of July | 12. Christmas Day |
| | 13. Employee Birthday |

Section 2. If any paid holiday falls on a Saturday, the preceding Friday shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated. If a holiday occurs while an employee is on vacation, the employee will not be charged for a vacation day and will receive holiday pay.

Section 3. Any employee who does not work on any holiday listed in Article IV, Section 1, shall be paid for eight (8) hours at his regular rate of pay for the holiday.

Section 4. Personal Days: Each employee shall receive three (3) paid personal days to be used by an employee for his/her own business. Such days shall be taken only upon twenty-four (24) hour prior approval of supervisor in order to maintain work force requirements. Where more than one employee seeks the same day off, days shall be granted on a first request in time basis; requests made on the same day shall be granted based on seniority.

ARTICLE V - ANNUAL LEAVE

Section 1. Eligibility. To be entitled for the full amount of annual leave, an employee must be a full-time employee. Each member of the Public Works Department shall be entitled to leave in proportion to his/her years of service.

Section 2. Scheduling of Annual Leave. It is agreed that, insofar as practicable, employees with greater continuous service shall be given full consideration as to preferred annual leave time during the year.

Section 3. Amount of Annual Leave.

From date of hire to <u>1 year of service</u>	1 Day Per month in accordance with <u>NJAC 4A:6-1.2 (b)</u>
From 1 to 5 years of service	12 days or 96 hrs
From 5 to 10 years of service	15 days or 120 hrs
From 10 to 20 years of service	20 days or 160 hrs
After 20 years of service	25 days or 200 hrs

Section 4. Annual Leave Pay. For each day of annual leave to which an employee is entitled, he/she shall receive eight (8) hours of his/her hourly rate of pay.

Section 5. Notification. Each employee shall be notified in writing on or before February 1st of each year of the amount of annual leave to which he/she is entitled.

Section 6. Unused Annual Leave. Any employee who is laid off, retired, or separated from the service of the Township prior to taking his/her annual leave shall be compensated in cash for the unused portion of time he/she has accumulated at the time of separation.

Section 7. Any employee who has met the above qualifications under Article V may sell back a maximum of 5 days of unused but earned annual leave in cash on, but no later than 11:59 p.m. December 1st of each given year of the contract. Sell back as stated above shall be given notice no later than September 1 of that given year.

ARTICLE VI - OVERTIME

Section 1A. Any employee who within a work week works more than eight (8) hours any day, except for a paid holiday, shall be paid one and a half (1 1/2) times his rate of pay for the overtime hours worked.

Section 2A. Any employee who works on the following paid holidays in 1995 shall be paid two (2) times his/her rate in addition to his regular eight (8) hours holiday pay:

- | | |
|----------------------------|----------------------------|
| 1. New Year's Day - Jan. 1 | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Fourth of July - July 4 | 6. Christmas Day - Dec. 25 |

Any employee who works the remaining holidays listed in Article IV excluding number 13. Employee Birthday, shall be paid one and one-half (1 1/2) times his rate in addition to his regular eight (8) hours holiday pay.

Section 2B. Any employee who works on the following holidays beginning in 1996 shall be paid two (2) times his/her rate in addition to his regular eight (8) hours holiday pay:

- | | |
|----------------------------|-----------------------------|
| 1. New Year's Day - Jan. 1 | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veterans Day - Nov. 11 |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Fourth of July - July 4 | 12. Christmas Day - Dec. 25 |

Section 2C. Any employee who works the Day after Thanksgiving shall be paid his normal rate and receive eight (8) hours of Comptime. Said Comptime shall be scheduled within the following work week. If the Township is unable to schedule said Comptime, accordingly, then the employee shall be paid two (2) times his rate of pay in addition to his regular eight (8) hours holiday pay.

Section 3. The following schedule will be followed for overtime:

- A. 0-30 minutes = 1/2 hour of pay
- B. 30-60 minutes = 1 hour of pay

Section 4. Any call to work shall be considered an emergency and a minimum of three (3) hours of overtime will be paid.

Section 5. Qualified employees shall be scheduled to fill overtime needs based on seniority and by job classification. A rotating seniority list will be posted in a conspicuous place.

Section 6. When the Township decides to assign an employee to work on an overtime basis on a holiday, or Saturday or Sunday, the Township will, by posted notice, give the employee reasonable advance notice of such an assignment. Any employee who refuses overtime, after reasonable notice, will be charged with eight (8) hours of overtime. The reasonableness of notice shall depend on the nature of each circumstance and the knowledge of the Township of its need for the services required.

ARTICLE VII - BEREAVEMENT LEAVE

Section 1. Funeral Allowance. When death occurs to any employee's spouse, mother, father (including step parents), son, daughter, brother, sister, grandparents, or grandchildren an employee shall be excused and paid for up to a maximum of three (3) workdays; when death occurs to an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, an employee will be excused and paid for up to a maximum of one (1) workday; which falls within the period beginning with the date of the death and ending with the day following the funeral. Payment shall be eight (8) times his/her hourly rate of pay for each day of allowance.

ARTICLE VIII - BREAKS

Section 2. Lunch, Breaks, and Wash up. Employees shall be given a fifteen (15) minute break period during the first half of their shift. If an employee works more than twelve (12) hours he/she shall be given a one-half (1/2) hour paid break period in addition to the above. Employees shall be given thirty (30) minutes wash up time when returning to work after collecting refuse. The employee shall be assigned to light duties by the Superintendent of Public Works when returning to work after the wash up period.

Section 3. Breaks during overtime. Except where the provisions of Section 2 above control, employees shall be given a fifteen (15) minute break period every four (4) hours on an overtime basis and every two (2) hours thereafter.

ARTICLE IX - UNIFORMS

Section 4. Employee Uniforms. The Township will purchase employee's uniforms as needed and will provide for -

their cleaning. Included within the uniforms shall be safety shoes and work gloves. The Township will assume 100% of the cost of safety shoes (not to exceed two (2) pairs of shoes) and work gloves (not to exceed two (2) pairs of heavy duty work gloves and one (1) pair of water resistant rubber gloves) per year. The Township will assume 100% of the cost for rain gear and rubber pullover boots. The Township agrees to budget annually \$80.00 per employee for the purchase of thermal uniforms, and purchases made shall be on vouchers. All the above shall be considered the uniforms for the Public Works Department and shall be worn by the employee during work except that during summertime T-shirts may be utilized in lieu of full uniforms.

ARTICLE X - SAFETY COMMITTEE

Section 5. Safety Committee. Employees shall have the right to form a Safety Committee consisting of three (3) representatives for the purpose of recommending to supervision and the Township the adoption of safety practices and rules.

ARTICLE XI - SICK LEAVE

Section 1. All full time members of the Public Works Department will be granted sick leave as outlined in Department of Personnel Rules and Regulations. Any person covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted three-quarters pay until the beginning of Workmen's Compensation benefits. Such time shall not be credited against his sick leave account. Any monies received under Workmen's Compensation, excluding claim settlements, shall be reimbursed to the Township to the extent that they represent funds paid by Workmen's Compensation for a period of time as set forth above. Upon Commencement of Workmen's Compensation benefits, the Township agrees to pay the employees covered by this contract the difference between Workmen's Compensation benefits and three-quarters of their base pay for a period of time not to exceed one year from the date on which the employee becomes sick or injured in the line of duty. In the event that an employee shall receive compensation from the Township as set forth within this paragraph and should subsequent thereto be determined not to be eligible for Workmen's Compensation benefits, the funds paid by the Township shall be deducted from funds due to employees from the Township.

Section 2. Upon separation from the Public Works Department, an employee who has not used his accumulated sick leave, shall be entitled to a cash settlement equal to 50% (1/2) of the number of sick days he/she has accumulated unless said employee has been terminated for cause.

Section 3. Sick leave will be paid only when an employee, or a member of his/her immediate family, notifies his/her supervisor of his absence prior to his starting time.

Section 4. Employees may use sick leave, with the approval of the Supervisor, for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. If the Supervisor has reason to believe that an employee is abusing the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. The Township shall establish an annual physical program to be paid by the Township which shall require that each employee take and pass a physical examination to determine that they are physically fit to perform the duties to which they are assigned.

Section 5. Medical trips. Where an employee is required to leave work for medical treatment due to a job related injury or illness, the Township shall reimburse the employee at the rate of 20 cents per mile. When the supervisor shall certify that said trips are of a recurring nature and cannot be scheduled at any other time except during work.

Section 6. Notification. Each employee shall be notified in writing on or before February 1st of each year of the amount of sick leave to which he is entitled.

Section 7. Death benefits. When death occurs to an employee all settlements will be presented to his personal representative and shall involve the following:

- A. All earned but not paid holidays specified in this agreement.
- B. All earned but not paid vacation days.
- C. Life insurance proceeds.
- D. Accumulated sick leave as specified under Section 2 above.

Section 8. Annual Incentive - Any full-time employee, employed as of February 1, of any year of the contract, who does not use any portion of his sicktime during the calendar year shall be entitled to a "Sicktime Bonus" of \$150.00 to be paid on December 31st, of the year of entitlement.

ARTICLE XII - MEDICAL INSURANCE, LIFE INSURANCE AND HEPATITIS B INOCULATIONS

Section 1. Medical and Life Insurance is provided as enumerated below:

- A. HIP/Rutgers Health Plan, Keystone Health Plan New Jersey or US Healthcare.
- B. Accident policy with a \$10,000 benefit provided it can be obtained at regular rates to cover employees during a twenty-four (24) hour period.
- C. Life insurance is provided under P.E.R.S.
- D. Prescription Plan, effective January 1, 1990.

Section 2. Hepatitis B vaccine inoculations shall be made available to all employees that engage in refuse collection. Inoculations shall be administered by a provider designated by the Township.

ARTICLE XIII - SENIORITY

A. Definition of Seniority. For the Purpose of this article, the seniority of employees shall be their length of service in years, months and days since date of hire.

ARTICLE XIV - LAYOFFS AND RECALLS

B. Layoffs. When the Township reduces the work force due to a permanent layoff, employees effected will be permitted to displace other employees in accordance with D.O.P. rules and regulations.

C. Recalls. When the work force is increased, employees laid off from the Township will be recalled in accordance with D.O.P. rules and regulations.

D. Leave of Absence/Family Leave. All leave of absence applications and approvals shall be administered in a manner which is consistent with the New Jersey Family Leave Act. Leave of absence requests for reasons other than those defined under the Family Leave Act may also be submitted and are subject to approval by the Township Committee.

ARTICLE XIV - PENSION

The Pension Plan now in effect shall remain in effect.

ARTICLE XV - RIGHTS AND PRIVILEGES

Section 1. No employee, except where this right is waived, will be required to answer to, or respond to, any charges filed by any Committee person, Mayor, Administrator, or Supervisor without having a designated Union Representative present.

Section 2. There shall be no discrimination of any kind by the Township against any employee based upon race, color, sex, religious creed, national origin or age.

Section 3. During the term of this agreement there shall be no lock-outs by the Township.

Section 4. The Township Committee Agrees that no employee shall be temporarily assigned to a position covered by the provisions of this contract on a temporary basis exceeding six (6) months. In the event that any employee works a period greater than six (6) months, the Department of Personnel shall be notified that there is a vacancy within the work force of the Township and that the employee is, in fact, a provisional employee holding said position subject to appropriate testing. In the event that the position is considered promotional, the test shall be restricted first to Township employees and second to eligible current employees subject to prevailing Department of Personnel Law. When vacancies are available within the work force employed by the Public Works Department of the Township, notice of the availability will be posted by the Township on the bulletin board maintained at the Public Works garage for notices of this type.

Section 5. A photocopy of the original of this contract will be given to each employee within the bargaining unit within thirty (30) days after the agreement has been signed.

ARTICLE XVII - SALARIES AND WAGES

Section 1. Scope. The Township agrees to pay the employees listed on Schedule III attached at the rate of pay specified in Schedule III.

Section 2. Higher rate. When an employee performs work in a higher classification than his own, he/she shall be paid the higher rate for all hours worked in the higher classification.

Section 3. Classification. The range of pay for the positions covered under this contract shall be listed in Schedule III.

ARTICLE XVIII - LONGEVITY

Section 1. Longevity. Longevity will be paid to the employees covered by this contract in accordance with this provision. Longevity shall be paid for each employee so entitled in two (2) installments, the first occurring on June 1st, the second occurring on December 31st. An employee entitled to longevity shall have completed by January 1st of the year of incurment the necessary years of service or longevity stated as a percentage of his/her annual salary and shall be prorated to deduct those months during the year that the employee did not qualify for longevity. Examples: Employee has seven (7) years of service on March 31st. End of seven (7) years service equals three percent (3%) times three quarters equals longevity pay for the year of entitlement. An employee at the end of the years service hereinafter stated shall be entitled to a payment equal to the percentage of his base pay as hereinafter provided:

<u>End of years of service</u>	<u>Percentage</u>
7 years	3%
12 years	5%
*20 years	5% plus \$500.00
*Effective year 1997	

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. For grievances under the provisions of this contract, the provisions set forth on Schedule I attached hereto and made a part hereof shall apply.

ARTICLE XX - NO CONFLICTING PROVISIONS

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Regulation, or D.O.P. Rules and Regulations, that provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract.

ARTICLE XXI - NO VERBAL STATEMENT

Section 1. This working policy agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXII - FULLY BARGAINED FOR PROVISIONS

Section 1. This agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this agreement that neither side shall be required to negotiate or to renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement be governed by the provisions hereof.

Section 2. Meeting. This agreement was reviewed and approved by an affirmative vote of a majority of the membership; the Union Negotiating Committee executing this agreement have, therefore, been authorized by the membership to take such action.

ARTICLE XXIII - DURATION OF CONTRACT

Section 1. Scope. This agreement shall be effective as of January 1, 1995 and shall continue in full force and effect until 11:59 p.m. on December 31, 1997. Renewal of this agreement or the execution of a new agreement shall begin no later than six (6) months prior to the expiration of this agreement.

Section 2. Terms. All provisions of this agreement shall become effective when the proper ordinance of the Township Committee is adopted or signature of this agreement. All appropriate provisions of this agreement shall be retroactive as of January 1, 1995.

IN WITNESS WHEREOF, the Parties to this Agreement hereto have set their hands this 13TH day of JUNE, 1995.

TOWNSHIP OF DELANCO

CWA LOCAL # 1044

Linda W. Lewis
LINDA W. LEWIS, MAYOR

John Lazzarotti
JOHN LAZZAROTTI
PRESIDENT

Richard M. Mueller
RICHARD MUELLER
DEPUTY MAYOR

Thomas Burr
THOMAS BURR
FIELD REPRESENTATIVE

Natalie Pendzinski
NATALIE PENDZINSKI
COMMITTEEMAN

Peter Cassey
PETER CASSEY
NEGOTIATION COMMITTEE MEMBER

Thomas Van Emburch
THOMAS VAN EMBURCH
NEGOTIATION COMMITTEE MEMBER

ATTEST:

Roseann Lameiras
ROSEANN LAMEIRAS
ADMINISTRATOR

SCHEDULE I
GRIEVANCE PROCEDURE

A. Definition. "Grievance" as used in this agreement is a complaint of an employee which involves the interpretation with the provisions of this agreement.

B. Bargaining Unit Representation. The Township will recognize three (3)/ one (1) representative(s) from the bargaining unit. The bargaining unit will furnish the Township with written notification of the employees designate. The representatives will be afforded time from his normal workday with pay as required to:

- (1) Attend scheduled grievance meeting with the Township;
- (2) Discuss with the Township matters under this agreement.

C. Grievance Procedure.

Step 1 - Oral. A grievance must be presented orally in Step 1 within five (5) working days after reasonable knowledge of the event giving rise to the grievance. The grievance must be discussed by the representative and the employee and the supervisor. Discussion on the grievance shall be held within two (2) working days in an attempt to resolve the complaint.

Step 2 - Written. If the grievance is not resolved in Step 1, the grievance must be set forth in writing, signed by the employee and the representative in triplicate forms furnished by the Township (10) working days after Step 1 discussion. The appropriate parties at this step shall arrange a meeting to discuss the grievance. The Superintendent of Public Works shall notify in writing on the grievance of its decision within five (5) working days after the date of the meeting.

Step 3 - Township Committee. If the grievance is not resolved in Step 2, the grievance must be appealed by the Bargaining Unit Representatives to the Mayor and Township Committee within twenty (20) working days from the receipt of the second step decision. The appropriate committee person at this step shall arrange a meeting to discuss the grievance. The Mayor and Township Committee shall notify the grievant, in writing, of its decision within five (5) working days after the date of the meeting.

D. Arbitration. If the grievance is not resolved in Step 3, the grievance may be submitted by the Bargaining Unit Representatives to arbitration. Written notice thereof will be given by the Bargaining Unit Representatives to the Township Committee within twenty (20) working days after receipt of the Step 3 decision. The American Arbitration Association shall be called at 202-296-8510, Washington D.C. The Arbitrator shall have no power to add to or detract from or modify any of the terms of this agreement or any written agreements made supplemental thereto. The decision of the Arbitrator shall be final and binding upon the Township, and the Bargaining Unit employees. The fees and expenses of the Arbitrator shall be borne by the party incurring them. Awards or settlements of a grievance will be retroactive as each case demands.

E. General.

(1) The bargaining unit or the Township may have witnesses whose testimony is relevant in attendance at Step 3 meetings to present his testimony.

(2) For the purposes of this article, a working day is defined as any day when work is performed excluding Saturdays, Sundays and holidays.

(3) An employee's record will not be considered in taking disciplinary action.

(4) At each step of the grievance procedure, time limits shall be strictly enforced.

(5) If a grievance is not appealed by the Bargaining Unit from one step to the next step within the time limits specified for each step, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal.

SCHEDULE II
UNION DUES DEDUCTIONS AND TRANSMITTAL

A. The Township agrees to deduct Union dues from the earnings of each employee Union Member when said employee has properly authorized such deduction by signing the green dues authorization card.

B. Upon receipt of a signed dues authorization deduction green card, the Township shall deduct from an employees weekly base pay that percentage of 1.154%.

C. No deductions are made on overtime or bonus money. Dues are deducted from paid leave time, Holiday Pay, Vacation Pay, Sick Pay, etc.

D. The Township will forward all dues deduction monies collected on a weekly basis, once a month, to the Treasurer of CWA Local 1044 as listed below:

Communication Workers of America
Local 1044
PO Box 723
107 High Street
Mt. Holly, NJ 08060
Attn: Treasurer Florence McNamara

E. Along with the dues check a dues deduction report will be sent. It will include a listing of the employees by name, social security number, weekly base pay, amount of deduction, and "Cover Form" (which lists all the check information).

F. The Dues Report will indicate any changes in dues deduction due to; Termination, Workmen's Compensation, Special Leave without pay, Suspension, etc.

SCHEDULE III

TITLES	HOURLY RATES		
	1995	1996	1997
LABORER I (STARTING EMPLOYEE RATE THROUGH 120 DAYS)	6.33	6.60	6.88
LABORER II (EMPLOYEE 120 DAYS THROUGH FIRST ANNIVERSARY)	7.08	7.38	7.69
SENIOR LABORER (EMPLOYEE AFTER ONE YEAR ANNIVERSARY DATE)	8.66	9.03	9.41
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR I (NEWLY APPOINTED TRUCK DRIVER THROUGH ONE YEAR OF SERVICE)	10.23	10.66	11.11
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR II (FROM FIRST ANNIVERSARY DATE TO YEAR TWO IN CLASSIFICATION)	11.62	12.11	12.62
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR III (AFTER TWO YEAR ANNIVERSARY)	13.25	13.81	14.40