

Contract # 1755

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INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
MAR 27 1994
RUTGERS UNIVERSITY

AGREEMENT

between

TOWNSHIP OF TEANECK

BERGEN COUNTY, NEW JERSEY

and

TEANECK ASSOCIATION OF PUBLIC WORKERS, INC.

Local 29 RWDSU AFL-CIO

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT, made this 16th day of MARCH 1994 between the TOWNSHIP OF TEANECK, BERGEN COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, hereinafter referred to as "TOWNSHIP," and ASSOCIATION OF PUBLIC WORKERS, INC., AFL-CIO RWDSU LOCAL 29 a representative of certain employees of the Township, hereinafter referred to as "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

A. The Township of Teaneck hereby recognizes ASSOCIATION OF PUBLIC WORKERS, INC., AFL-CIO RWDSU LOCAL 29 pursuant to Public Employment Relations Commission, Docket No. RO-80-91 for all blue collar employees employed in the Departments of Public Works and Maintenance of the Township of Teaneck, comprising the following job classifications:

Building Maintenance Worker
Building Service Worker
Compactor Truck Driver
Electrician
Electrician Helper
Equipment Operator
Garage Attendant
Gardener
Inventory Control Clerk
Laborer
Maintenance Repairer
Mechanic
Mechanic Helper
Motor Broom Driver
Senior Building Maintenance Worker
Senior Gardener
Senior Maintenance Repairer
(Carpenter, Painter, Plumber)
Senior Sewer Repairer
Tree Climber
Truck Driver

but excluding all other Township Employees, all professional, craft and clerical employees, police, managerial executive and supervisors within the meaning of the Act.

B. Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the list above.

ARTICLE II
COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work, or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than four (4) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Union.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of four (4) will be excused from their Township work assignments by the Township, provided their absence will not seriously interfere with the Township's operations. Such employees would suffer no loss of regular straight time pay up to a maximum of twenty (20) hours total for each employee for time spent in such negotiating meetings inclusive of preparation and travel time in connection with such meetings.
- D. The duly authorized negotiating agent of either the Township or the Union is not required to be an employee of the Township.

ARTICLE III
MANAGEMENT RIGHTS

A. The Township of Teaneck hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R..11,40 and 40A, or any other national, state, county or local laws or Ordinances.

ARTICLE IV

RULES AND REGULATIONS

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

ARTICLE V
CONDUCTING UNION BUSINESS

- A. No union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.
- B. No Union meetings shall be held on Township time unless specifically authorized by the Township.
- C. The Union will be allowed to maintain a maximum four (4) member bargaining Committee and there will be established a maximum of twenty (20) hours for bargaining.
- D. The Union shall notify the Township in writing of the one (1) Chief Steward and Two (2) Assistant Stewards selected from the bargaining unit within two (2) weeks of the signing of the agreement. Each of the foregoing shall be from a different regular work base. Only the Chief Steward, or a pre-designated Assistant Steward in his/her absence, may confer with management on grievances or other matters of mutual interest. The two (2) Assistant Stewards shall be restricted in their duties to relaying information regarding grievances to the Chief Steward. It is understood and agreed that the two (2) Assistant Stewards shall not act as the Chief Steward. The Township acknowledges the right of the Union to select a representative who is not an employee to participate in such conferences as may occur between the Township and the Chief Steward on matters relating to grievances.
- E. The Township agrees that it will permit the authorized Chief Steward, or a pre-designated alternate, but not both, to take a reasonable amount of time from his/her job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with his/her supervisor.

F. The Chief Steward will be allowed time off without pay, not to exceed two (2) days per year, to attend any Union seminars or conventions, provided at least thirty (30) days prior thereto written notification that the Chief Steward intends to attend said seminar or convention has been given to the Township Engineer.

G. A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

ARTICLE VI

NON-DISCRIMINATION

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

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

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

A. The union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Township. The Union agrees that such action will constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting of any such activity by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The Township agrees that it will not engage in the lock-out of any of its employees.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedure shall be used:

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not proceed beyond Step One herein.

B. The procedure for settlement of grievances shall be as follows:

1. STEP ONE

In the event that any employee covered by this Agreement has a grievance, within two (2) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his/her immediate supervisor and Superintendent. The Superintendent shall render a decision regarding the grievance within three (3) working days after the grievance is first presented to him/her.

2. STEP TWO

After the decision of the Superintendent of the Division has been rendered, the Union in writing may present request for a formal reconsideration of the decision to the Public Works Director/Township Engineer within ten (10) working days. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion. The Public Works Director/Township Engineer will give the Union the opportunity to be heard and will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

3. STEP THREE

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

4. STEP FOUR - ARBITRATION

(a) If no satisfactory resolution of the grievance is reached at Step Three then within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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

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

C. Any employee covered by this Agreement shall have the right to process his/her own grievance. The employee shall have the right to representation beginning at Step Two (2) of the grievance procedure which is when the grievance is first reduced to writing.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied or accepted. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE IX

WAGES

A. Effective January 1, 1994, the salary schedule for all full-time employees represented by the Union shall be as shown on Schedule One (1) attached hereto and made a part hereof.

B. Effective January 1, 1995, the salary schedule for all full-time employees represented by the Union shall be as shown in Schedule Two (2) attached hereto and made a part hereof.

C. Effective January 1, 1996, the salary schedule for all full-time employees represented by the Union shall be as shown in Schedule Three (3) attached hereto and made a part hereof.

D. Nothing under this Agreement shall be construed to require the Township to pay an increment to any employee covered by this Agreement. The Township may withhold payment of an increment when in its sole discretion, the employment performance of the employee has not been satisfactory.

ARTICLE X

LONGEVITY

A. All full time employees shall receive in addition to the salaries as provided in the Salary Schedule a longevity payment in accordance with the following schedule:

<u>Completed years of Continuous Satisfactory Full-Time Employment</u>	<u>Amount</u>
4 through 8	\$ 250.00
9 through 12	500.00
13 through 16	750.00
17 through 20	1,000.00
More than 20	1,250.00

B. For the purpose of determining longevity an employee covered by this Agreement whose anniversary date of employment with the Township is on or before March 15th of a year shall be eligible for a longevity increment as of January 1st of that year. An employee covered by this Agreement whose anniversary date of employment is after March 15th of a year shall be eligible for a salary increment as of January 1st of the next year. It is understood and agreed that the term "anniversary date of employment" refers to the beginning date of the employee's present full time employment with the Township.

ARTICLE XI

HOURS OF WORK

A. The standard weekly work schedule shall consist of five (5) daily tours of eight (8) hours each and shall be arranged by the Township. Generally, the normal work week for most employees will be from Monday through Friday. However, the Township may schedule other work weeks, provided that a reasonable amount of notice is given to the employee or employees involved.

B. The normal daily hourly working schedule shall be from 7:00 a.m. to 4:00 p.m. and shall remain in effect unless abuses of the 7:00 a.m. starting time make it desirable for the Township to change to a later starting hour. In this event, the Township will negotiate on the proposed changes with the Union. If no agreement is reached on this matter within thirty (30) days, the Township may, at its discretion, put the new schedule into effect.

C. During certain periods of the year the Township may assign a limited number of qualified employees to a different starting and stopping schedule to provide required services to the Township.

D. The lunch period shall be one (1) hour, to be taken between eleven thirty a.m. and twelve thirty p.m. for those employees whose work day starts at seven o'clock a.m. and ends at four o'clock p.m. For all other employees the lunch period shall be one (1) hour and shall be taken after the first four (4) hours of work. Employees required to mobilize and demobilize equipment shall be given no more than fifteen (15) minutes prior to and following the lunch period to accomplish this task. Any additional time needed shall be taken from the lunch period.

ARTICLE XII

OVERTIME

A. General

1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately manned by qualified employees working on an overtime basis.

2. The amount of overtime and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.

3. The opportunity to work overtime will be distributed as evenly as practicable among employees normally engaged in the work involved with reference to the seniority list. Wherever practicable and possible, employees will be given a reasonable amount of notice when they are required to work regular overtime. When an employee is scheduled to work overtime and is unable to do so it shall be considered as worked for the purpose of this subparagraph. A record of such overtime hours for each employee shall be posted on the Department bulletin board weekly.

4. In the event that the Manager declares an emergency it is understood that any qualified individual(s) may be assigned to work during the emergency. When an occasion arises in which there is a difference of opinion as to what constitutes an emergency, the Union Committee may present to the Manager the reasons for the emergency not to be declared and the Manager can decide whether the reasons are justified.

B. Overtime Pay for Employees

1. Pay at time and one-half shall apply to authorized time worked in excess of forty (40) hours in the standard weekly work schedule.

2. Time within the employees standard weekly work schedule for which he/she receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay.

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

C. Snow Emergency

1. When an employee is recalled during an initial snow emergency for the purpose of initial snowplowing, the employee shall be paid one and one-half ($1\frac{1}{2}$) times his/her regular base rate of pay for all hours worked outside of his/her regularly scheduled work shift. An employee released prior to the end of his/her regular shift shall not be paid for those hours not worked. However, the amount received by the employee in his/her overtime check shall be reduced by the amount of overtime pay included in the employee's regular pay check.

2. After the initial snow emergency, the Township may adjust shift starting and stopping times, thereby assigning employees to different shift schedules for the purpose of continued snow plowing, snow removal and snow clearing. Employees shall be paid one and one-half ($1\frac{1}{2}$) times his/her regular base rate of pay for all hours worked outside of his/her newly assigned work shift in accordance with B.1. above until such time as the employee is returned to his/her regularly scheduled shift.

ARTICLE XIII

HOLIDAYS

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

New Years Day	Labor Day
Martin Luther Kings Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

B. Each employee who shall remain with the Township for the entire calendar year shall be entitled to an additional one (1) paid personal holiday, in addition to the holidays listed in paragraph A above. It is understood and agreed, with respect to the unspecified holiday provided herein that the employee may request the day off at any time up to June 30th in the calendar year earned provided approval is received from the Township Engineer at least ten (10) days prior to taking of such holiday. If the employee fails to choose by this date, the Township Engineer may assign the day to be taken.

C. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

D. Employees are required to work the last day prior to the holiday and the first workday following the holiday in order to be paid for the holiday, unless the employee is on approved leave on such days.

ARTICLE XIV

VACATIONS

A. All employees covered by this agreement shall earn annual leave for vacation purposes on a calendar year basis, with pay, in accordance with the following:

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

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

1. Assume an employee starts full time employment with the Township August 1, 1988. At the end of 1988 he/she is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1989. On January 1, 1989, he/she would be credited with fourteen (14) working days vacation based on a full year of full time employment in 1989, which vacation can be taken in 1990.

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

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

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

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

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

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

ARTICLE XV

SICK LEAVE

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment, exposure to contagious disease, death in the immediate family or personal absence as hereinafter provided.

B. Employees on an annual salary shall be granted sick leave as hereinbefore defined, with pay to which eligible, as follows:

1. During the first calendar year of employment, one (1) working day for each full month of service.

2. Thereafter, one and one quarter ($1\frac{1}{4}$) working days per month or a total of fifteen (15) days for each calendar year of service.

3. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed.

C. When an employee does not report for duty for a period of greater than three (3) days because of sickness, he/she shall show proof of his/her inability to work by submitting to the Township Treasurer, upon request and no later than at the beginning of the second work day a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness.

D. A sick day shall be charged for an absence of more than four (4) hours of one-half ($\frac{1}{2}$) day for an absence of four hours or less. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor or the Teaneck Police Department within one (1) hour before the time set to begin his/her daily schedule, except in case of emergency. An employee who is absent for five (5) consecutive days or more and does not notify the department head or some other responsible representative of the Township on any of the first five (5) days will be subject to dismissal in accordance with the Civil Service rules.

F. An employee may charge to his/her sick leave a maximum of three (3) days each year for the purpose of attending funerals or weddings, religious days, or other personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Township Engineer.

G. An employee may charge to his/her sick leave necessary absence as required due to death in the immediate family.

1. The immediate family shall be defined to include spouse, children, mother, father, brother, sister, mother-in-law or father-in-law of the employee and grandparents of the employee.

ARTICLE XVI

INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) days, provided such employee:

1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty-eight (48) hours of this injury or illness.
2. Submits upon request to examination by a physician appointed by the Township.

B. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

C. Disputes between the physician and the employee's personal physician may be subject to the grievance procedure.

D. Temporary disability payments made in lieu of salary as Workers Insurance from any source which the Township provides, or is statutorily provided to any employee while on injury leave shall be recorded as non taxable during each period he/she is carried on the Township's payroll.

ARTICLE XVII

INSURANCE

A. Employees and their eligible dependents shall receive paid hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey.

B. Employees and their eligible dependents shall receive a dental plan at Township cost not to exceed \$60.00 per month. Any additional cost in excess of the \$60.00 per month premium shall be paid by the Union.

C. The Township may change insurance carriers so long as equivalent benefits are provided.

ARTICLE XVIII

JURY LEAVE

A. Every employee covered by this Agreement who is ordered to report for Jury Duty shall be granted a leave of absence from his/her regular duties during the actual period of such Jury Duty, and shall receive for such period of Jury Duty an amount equal to the difference in his/her regular pay and his/her Jury Duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on Jury Duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.

B. To receive the pay differential stated in Section A above, the employee is required to submit a statement issued to the juror by the sheriff or other court officer listing the amount of money paid to the juror as juror fees.

ARTICLE XIX

LIFE INSURANCE

- A. The Township agrees to provide a \$10,000.00 death benefit to all full time employees covered under this Agreement at no cost to such employees, either through a life insurance policy or a self insurance program.

- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.

- C. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.

ARTICLE XX

MILITARY LEAVE

A. All employees covered by this Agreement shall receive Military Leave in accordance with applicable United States and New Jersey Statutes.

ARTICLE XXI

LEAVE OF ABSENCE

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

ARTICLE XXII

POSTING

A. The Township shall supply one (1) glass-enclosed, locked bulletin board for the exclusive use of the Union to be placed in a conspicuous location in the Township garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Township Department Head. The Union shall retain possession of the key to the bulletin board.

B. All new vacant positions shall be posted on the Township Bulletin Board for a period of two (2) weeks prior to the filling of such vacancies. Employees applying for such vacancies shall make a request in writing to the Township Engineer within one (1) week of the first date of such posting.

C. The Township will maintain and post a seniority list by job classification and title. The seniority date shall be determined as required by Civil Service Rules and Regulations.

ARTICLE XXIII

TERMINAL LEAVE

- A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on 50% of his/her accumulated sick leave time.
- B. Any employee who retires on a monthly pension payment from the Public Employees Retirement System before completion of twenty-five (25) years of service with the Township shall be eligible for a lump sum terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time.
- C. In case an employee dies before retirement, the value of his/her accrued sick leave will be paid to his/her estate on the basis of the formula in paragraph A or B.
- D. The maximum benefit to be paid under Section A, B or C of this article shall be limited to 50% of an employee's base salary at the time of retirement or death but in no case shall it exceed \$12,000.
- E. Payment under this article shall not be made until certification of eligibility for retirement has been received from the Public Employees Retirement System.
- F. This entire article shall not apply to anyone starting employment after October 17, 1977.

ARTICLE XXIV

UNIFORM ALLOWANCE

A. The Township agrees to pay all full time employees covered under this Agreement an annual clothing allowance of three hundred (\$300.00) dollars payable in September of each year.

B. Each employee must maintain the minimum allotment of the required uniform, as established by the Township, including foul weather gear effective with the signing of this agreement for applicable employees.

C. All employees must report for work properly attired in the required uniform as established by the Township.

D. Management reserves the right, if an employee comes to work inappropriately attired, to issue one (1) written warning to the employee. After the first offense, management reserves the right to purchase, at the employee's expense, any part up to and including the entire clothing allotment for the employee.

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

F. The Township will add forty dollars (\$40.00) to the initial allowance of all new employees hired who are required to maintain foul weather gear in accordance with Township specifications.

ARTICLE XXV

DUES CHECK-OFF

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law), the Township agrees to deduct from the pay periods of each month, uniform membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension of renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of charges to the Secretary-Treasurer of the union.

B. Any changes in monthly dues will be certified in writing by the President of the Union, or his/her designee, and the amount shall be uniform for all members.

C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

D. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary-Treasurer of the Union of all employees who are terminated from the Township's payroll.

E. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harrassment or pressure by it or its officers, agents, or members against any employee who refused or fails to execute an authorization card.

F. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Finance Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52: 14-15, 9e as amended.

G. The Township agrees to deduct the fair share fee from the earning of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

H. The deduction shall commence for each current employee who elects not to become a member of the Union on the first day of the month following thirty days written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first day of the month following sixty (60) days of employment.

I. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessment of the union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty five (85%) per cent of the regular membership dues, fees and assessments.

J. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

K. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

M. The Union shall indemnify, defend and save the Township harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

N. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the Township after it had satisfied itself that the Union is a proper majority representative.

ARTICLE XXVI

SAFETY COMMITTEE

A. The Township Engineer may, from time to time, call a meeting of the Safety Committee. The Committee shall consist of no more than four (4) employees, one each from the following areas:

Parks and Roads

Maintenance

Mechanical

The Committee shall make suggestions and recommendations relating to the safety and condition of the Department equipment, which suggestions and recommendations shall be considered as the Township thinks appropriate. At least three (3) days prior to a Safety Committee meeting, the Township Engineer shall distribute to the Chief Steward an agenda of those matters to be discussed at the Committee meeting. Safety issues submitted in writing by the Association to the Township Engineer prior to issuance of the agenda shall be incorporated in the agenda along with any other items deemed appropriate by the Township. The agenda concerning safety only shall be strictly adhered to.

ARTICLE XXVII

MISCELLANEOUS

A. Stand-by-Time

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

2. Employees assigned to stand-by shall be given extra compensation in the amount of \$50.00 per week while on stand-by.

3. The Township shall post a listing of stand-by assignments sixty (60) days prior to each stand-by quarterly period. The employees shall then have fifteen (15) days to sign up on a voluntary basis for stand-by assignments. After that fifteen (15) days has run, the Township shall have the right to assign employees on a rotating basis for stand-by duty. If an employee assigned does not want stand-by duty, the employee has the right to find a substitute; if no substitute is obtained, the employee must perform the stand-by duty. Failure to be available or to perform stand-by duty will subject the employee to disciplinary action including fines, suspension or termination.

B. Minimum pay allowance

1. When an employee, is required to report to duty outside of his/her standard daily work schedule and such recall requires him/her to make extra trips to and from home to his/her place of duty, he/she shall be given a minimum of four (4) hours work or pay in lieu of work at the applicable rate for each such occurrence. Effective with the first of the week following the signing of this agreement, the minimum shall be reduced from four (4) to three (3) hours work or pay in lieu of work at the applicable rate for each such occurrence.

C. Training Courses

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

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

D. In accordance with N.J.S.A. 19:34-42, the Union and the Union Officers hereby agree that none of them shall participate, either actively or passively, in the election campaign of the Township of Teaneck or the Board of Education of the Township of Teaneck.

E. All employees covered by this Agreement shall receive a fifteen (15) minute coffee break in mid-afternoon, subject to the Foreman, in his/her absolute discretion, giving prior approval.

F. If for any reason a written disciplinary warning is issued to an employee covered by this Agreement, a copy shall be sent to the Union. The employee shall signify receipt of the written disciplinary warning by signing thereon and at the time, receive a copy of such warning. Such signature by the employee shall only signify receipt by the employee of the written warning, and shall not signify acquiescence by the employee in the contents of the warning. Only upon signing will a copy of the written warning be sent to the Union. The Township reserves the right to give verbal warnings.

G. Any employee covered by this Agreement who, for more than ninety (90) consecutive days is authorized to work and does work out of job classification shall be paid for the time beyond the initial ninety (90) days the base compensation rate of the higher title.

H. TOOL ALLOWANCE

1. All mechanics and mechanic helpers will provide a standard set of tools and container in accordance with Township guidelines for their personal use to work on Township vehicles and property.

2. The Township agrees to pay applicable employees an annual tool allowance of three hundred (\$300.00) dollars payable in December of each year.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.

ARTICLE XXX

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1994, and shall remain in effect through December 31, 1996, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

B. Any grievance filed prior to the signing of this Agreement shall be processed in accordance with the terms of the prior Agreement.

C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.

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

1994 SALARY AGREEMENT

SCHEDULE I

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Building Maintenance Worker	26,312	28,600	30,888
Building Maintenance Worker (New hire after 1-1-94)	25,000	26,000	27,000
Compactor Truck Driver	32,240	32,760	33,384
Electrician	32,864	33,384	34,112
Equipment Operator	32,240	32,760	33,384
Gardener	27,560	29,848	32,136
Inventory Control Clerk	27,560	29,848	32,136
Laborer	26,312	26,832	27,352
Laborer (New hire after 1-1-94)	25,000	26,000	27,000
Maintenance Repairer	27,560	29,848	32,136
Mechanic	32,864	33,384	34,112
Mechanic Helper	27,560	29,848	32,136
Motor Broom Driver	32,240	32,760	33,384
Senior Gardener	32,240	32,760	33,384
Senior Maintenance Repairer	32,240	32,760	33,384
Senior Maintenance Repairer (Carpenter)	32,240	32,760	33,384
Senior Maintenance Repairer (Painter)	32,240	32,760	33,384
Senior Maintenance Repairer (Plumber)	32,240	32,760	33,384
Senior Sewer Repairer	27,560	29,848	32,136
Tree Climber	32,864	33,384	34,112
Truck Driver	27,560	29,848	32,136

1995 SALARY AGREEMENT

SCHEDULE II

<u>JOB TITLE</u>	<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>
Building Maintenance Worker	27,364	29,744	32,124
Building Maintenance Worker (new hire after 1-1-94)	25,000	26,000	27,000
Compactor Truck Driver	33,530	34,070	34,719
Electrician	34,179	34,719	35,476
Equipment Operator	33,530	34,070	34,719
Gardener	28,662	31,042	33,421
Inventory Control Clerk	28,662	31,042	33,421
Laborer	27,364	27,905	28,446
Laborer (new hire after 1-1-94)	25,000	26,000	27,000
Maintenance Repairer	28,662	31,042	33,421
Mechanic	34,179	34,719	35,476
Mechanic Helper	28,662	31,042	33,421
Motor Broom Driver	33,530	34,070	34,719
Senior Gardener	33,530	34,070	34,719
Senior Maintenance Repairer	33,530	34,070	34,719
Senior Maintenance Repairer (Carpenter)	33,530	34,070	34,719
Senior Maintenance Repairer (Painter)	33,530	34,070	34,719
Senior Maintenance Repairer (Plumber)	33,530	34,070	34,719
Senior Sewer Repairer	28,662	31,042	33,421
Tree Climber	34,179	34,719	35,476
Truck Driver	28,662	31,042	33,421

1996 SALARY AGREEMENT
SCHEDULE III

<u>JOB TITLE</u>	<u>STEP</u>		
	<u>1</u>	<u>2</u>	<u>3</u>
Building Maintenance Worker	28,459	30,934	33,409
Building Maintenance Worker (new hire after 1-1-94)	25,000	26,000	27,000
Compactor Truck Driver	34,871	35,433	36,108
Electrician	35,546	36,108	36,895
Equipment Operator	34,871	35,433	36,108
Gardener	29,808	32,284	34,758
Inventory Control Clerk	29,808	32,284	34,758
Laborer	28,459	29,021	29,584
Laborer (new hire after 1-1-94)	25,000	26,000	27,000
Maintenance Repairer	29,808	32,284	34,758
Mechanic	35,546	36,108	36,895
Mechanic Helper	29,808	32,284	34,758
Motor Broom Driver	34,871	35,433	36,108
Senior Gardener	34,871	35,433	36,108
Senior Maintenance Repairer	34,871	35,433	36,108
Senior Maintenance Repairer (Carpenter)	34,871	35,433	36,108
Senior Maintenance Repairer (Painter)	34,871	35,433	36,108
Senior Maintenance Repairer (Plumber)	34,871	35,433	36,108
Senior Sewer Repairer	29,808	32,284	34,758
Tree Climber	35,546	36,108	36,895
Truck Driver	29,808	32,284	34,758

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals at Teaneck, New Jersey, on this 16th day of MARCH 1994

TEANECK ASSOCIATION OF
PUBLIC WORKERS, INC.
LOCAL 29 RWDSU AFL-CIO

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY: Francis Wilson

BY: John Abraham

Karl Frank
REPRESENTATIVE

Gayle Saage
MANAGER

ATTEST:

ATTEST:

Stephen J. Surat

Elizabeth Clay
TOWNSHIP CLERK
R 68-94