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# CONTRACT

Between

**TOWN OF GUTTENBERG**

and

**TEAMSTERS  
LOCAL NO. 11**

July 1, 2009 - June 30, 2013

**COPY**

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**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF GUTTENBERG, located at 6808 Park Avenue, Guttenberg, New Jersey, hereinafter referred to as the "EMPLOYER", and TEAMSTERS LOCAL NO. 11, a labor organization, with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the "UNION".

**WITNESSETH**

**WHEREAS**, the Union has presented proof that it represents a majority of the Laborers, Full Time and Part Time, excluding all office, clerical, supervisory employees, and all others, and

**WHEREAS**, the Town of Guttenberg by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all Laborers, Full Time and Part Time, excluding all office, clerical, supervisory employees, and all others of the Town of Guttenberg.

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows:

**ARTICLE 1. RECOGNITION**

Section 1. The Town of Guttenberg hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed as Laborers, Full Time and Part Time, excluding managerial executives, confidential employees and supervisors within the meaning of the Act, police and fire employees, craft employees, professional employees, employees in other negotiation units and all other employees employed by the Town of Guttenberg.

Section 2. The bargaining unit shall consist of all Laborers, Full Time and Part Time, excluding all office, clerical and supervisory employees, and all other employees of the Town of Guttenberg. Summer seasonal employees shall not be in the bargaining unit.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to the Laborers, Full Time and Part Time.

## ARTICLE 2. CHECK-OFF OF UNION DUES

Section 1(a). The Employer hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 2:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

### Section 2. Representation Fee

a. If an employee does not become a member of the Union during any membership year (from January 1<sup>st</sup> to the following December 1<sup>st</sup>) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of the each membership year, the Union will notify the Employer, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representative Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

c1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

c2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

a. Ten (10) days after receipt of the aforesaid list by the Employer; or

b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

c4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

c5. The Union will notify the Employer, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

c6. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

c7. Teamsters, Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5(c) and 5.6, and membership in Teamsters, Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamsters, Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making such deductions.

### **ARTICLE 3. HOURS OF WORK AND OVERTIME**

**Section 1.** The normal work week for full time employees shall be five (5) days of seven (7) hours each exclusive of lunch. The flex work week would be Monday to Saturday. If the flex work week is instituted, volunteers would be requested; involuntary assignment would be reverse seniority. All time worked on a sixth and/or seventh consecutive work day should be paid at time and one-half even if the total hours of work for those six (6) or seven (7) consecutive days is less than forty (40) hours.

**Section 2.** Overtime shall be all hours worked over forty (40) hours of work in a calendar week and shall be paid at time and one-half (1 ½). Hours more than thirty-five (35) per week but not more than forty (40) hours per week shall be paid at straight time rate. The employees shall receive one fifteen-minute coffee break in the morning.

**Section 3.** Recognizing the size of the bargaining unit and the past practice, management non-unit employees may perform bargaining unit work. This shall not exceed three non-unit employees.

**Section 4.** Employees who are recalled to work shall be guaranteed two (2) hours of work.

#### **ARTICLE 4. GRIEVANCE PROCEDURE**

Section 1. A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

#### Section 3. Procedure

a. Failure to any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within ten (10) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

d. If the decision given by the Director of the respective Department involved to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Business Administrator, within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).



e. In the event the grievance is not satisfactorily settled by the meeting between the respective Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

The annual decision to appoint or not reappoint an employee shall be the sole and absolute discretion of the Town. The annual decision to not reappoint an employee shall not be subject to arbitration; if the law changes to permit arbitration, the Union shall have the right to reopen negotiations on this point to negotiate the right to submit to arbitration the decision to not reappoint employees who have ten (10) years or more of employment with the Town.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

**ARTICLE 5. PROBATIONARY PERIOD**

Section 1. The first ninety (90) days of employment for all new employees shall be considered a probationary period.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during this probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 3. After successful completion of probation, the employee's date of hire shall be used for all purposes.

**ARTICLE 6. JOB VACANCIES, NEW JOBS CREATED**

Section 1. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

Section 2. If a new job is created pursuant to Section 1, it shall be posted for at least two (2) weeks and employees may apply.

## **ARTICLE 7. PAYROLL AND SENIORITY**

Section 1. Employer reserves the right to modify the payroll program including but not limited to the institution of a two-week payroll schedule provided all other Town employees are paid on this schedule. If the Employer modifies the payroll program, Employees and the Union shall be given not less than thirty (30) calendar days' prior notice before the implementation of such program.

Section 2. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire with employee with the longest length of continuous and uninterrupted service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of each senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority list of each employee shall date from the employee's date of last hiring by the Employer.

## ARTICLE 8. HOLIDAYS

Section 1. The Employer guarantees to all employees within the bargaining unit, the following holidays with pay at the employee's regular straight time rate of pay, though no work is performed on such days:

Martin Luther King Jr.'s Birthday	Veteran's Day
Lincoln's Birthday	Day Before Thanksgiving (½ day)
Washington's Birthday	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve (½ day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (½ day)
Columbus Day	New Year's Day
Presidential Election Day	

Effective July 1, 2010, the holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King Jr's Birthday	Presidential Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Any employee shall be required to work the work day before the holiday and the work day after the holiday to be eligible for holiday pay; failure to meet this condition shall result in forfeiture of the holiday pay.

Section 2. If a holiday falls on Saturday, the Holiday will be celebrated on Friday. If a Holiday falls on Sunday, the Holiday will be celebrated on Monday.

Section 3. If a holiday falls within the vacation period of any employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

Section 4. Holidays will be celebrated on the day designated for observation by the Township holiday schedule, published every year and distributed to all departments. Any premium pay for work on a holiday will be for work on the Observance Day.

Section 5. All hours worked on a Holiday shall be compensated at double rate time.

**ARTICLE 9. VACATIONS**

Section 1. The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
After one (1) year	One (1) week
After two (2) years	Two (2) weeks
After five (5) years	Three (3) weeks
After fifteen (15) years	Four (4) weeks
After twenty-five (25) years	Five (5) weeks

Section 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule.

Section 3. Vacations shall be scheduled in accordance with past practice.

Section 4. Vacation shall not be carried over from one year to the next year. Vacation not taken in the year earned shall be forfeited.

## ARTICLE 10. LEAVES

### Section 1. Paid Sick Leave

a. After completion of probation, an employee shall be entitled to fourteen (14) days paid sick leave each year. Unused sick leave shall not be cumulative from year to year.

b. The Operations Manager or his designee may request at any time a physician designated by the Employer to determine sick time certification. All costs for said examination shall be borne by the Township. Proof of illness shall be defined to be a statement from a physician including the nature of the illness and a prognosis for recovery. If the Director determines a suspected abusive request for sick leave exists, the Director shall have the right to demand a physician's certification of illness at any time from the employee's physician at the employee's expense. Refusal to comply with such a request will subject the employee to disciplinary action.

### Section 2. Work Related Illness or Injury

a. The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law.

Section 3. Bereavement Leave Pay Employees will be granted three (3) days off with pay at the employee's straight time rate in the event of death of the employee's spouse, child, and three (3) days in the event of the death of any other member of the immediate family defined as parent, parent-in-law, child, sister or brother, spouse, grandparents, brother-in-law, sister-in-law or other members residing in the employee's household. The Employer reserves the right to verify the legal relationship of the family member of the employee. Bereavement Leave shall be used at the time of the death of the person provided in this section, the Town in its discretion may waive this requirement in the case of travel to another country for a memorial service.

Section 4. Jury Duty An employee who is called for Jury Duty shall be paid seven (7) hours straight time for scheduled working time lost; however, the employee shall be required to give prior notice to the Employer of said employee's call for Jury Duty.

Section 5. Maternity Leave Maternity leave shall be granted pursuant to Township wide policy and Federal Law.

Section 6. Personal Days All employees shall be entitled to one (1) personal day each contract year. The procedure for requesting and taking the day shall be consistent with all other Town employees. The day shall not be cumulative and shall be lost if not used by the end of the year.



Section 7. Military Leave The Town agrees to provide military leave(s) pursuant to all applicable Federal and State statutes and regulations.

## **ARTICLE 11. VETERAN'S RIGHTS AND BENEFITS**

**Section 1.** The seniority rights of all employees who enlist or who are draft pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right of reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

**Section 2.** Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

**Section 3.** The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and seven (7) hours straight time for scheduled working time lost.

**Section 4.** The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

## ARTICLE 12. GENERAL

Section 1. Non-Discrimination It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, sex or age, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No employee shall make or be requested to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

Section 5. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of Local 11 and the Town of Guttenberg.

Section 7. The Employer shall provide each employee with the following at no cost to the employee:

- a. Work gloves as needed.
- b. Any other protective clothing or equipment which in the opinion of the Employer is necessary to perform the job.
- c. Shields or goggles, prescription type, if necessary.
- d. It is mandatory to wear a safety vest; failure to wear the safety vest may subject the employee to disciplinary action.

e. The Town shall pay \$100.00 annually to an employee upon submission of proof of purchase of work boots which shall be worn by the employee during working hours. Effective July 1, 2010, the reimbursement shall be \$110.00; effective July 1, 2011, the reimbursement amount shall be \$120.00.

f. Summer clothes shall be distributed by May 15<sup>th</sup>, winter clothes shall be distributed by November 15<sup>th</sup>, barring any circumstances beyond the employer's control.

Section 8. Unless specifically provided as retroactive, all terms and provisions of this Agreement shall be effective on the date of the execution by the Union and the Town. With respect to salary increases, retroactive payments shall only be made to those employees who are still in the active employ of the Town. Only employees who are in the active employ of the Town on the date of the execution of this Agreement shall receive retroactive salary payments if they are so entitled. Individuals who have severed their employment status by resignation, retirement, death, termination, layoff, or any other reason shall not be eligible and shall not receive retroactive salary payments.

Section 9. If any employee with a CDL license drives a Senior Citizen bus, he/she shall be paid, for all time driving the bus, the hourly rate of the regular driver. This rate shall not be in addition to the Union employee's hourly rate, but in lieu of same for all time spent as a driver.

**ARTICLE 13. DISCHARGE**

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

**ARTICLE 14. CLASSIFICATION AND WAGE RATES**

Section 1. The following shall not be applied to any retroactive recalculation or payment of overtime payments or any other payments previously paid to employees. As provided, the wage increase shall be retroactive to all employees in the active employ of the Town as of the Town's ratification of this Agreement.

Effective July 1, 2009, the base pay shall be increased 3%

Effective July 1, 2010, the base pay shall be increased 4%

Effective July 1, 2011, the base pay shall be increased 3%

Effective July 1, 2012, the base pay shall be increased 3%

## **ARTICLE 15. MANAGEMENT RIGHTS**

Section 1. The Town 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:

a. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees.

b. 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 subject to the posting and bidding procedures of this contract.

c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, and in keeping with the negotiated and agreed to terms and conditions of this contract.

Section 2. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township, its powers, rights, authority, duties and responsibilities under state, county or local laws or ordinances.

Section 4. The Town retains the right to establish work rules and disciplinary procedures not inconsistent with the terms of this Agreement.

Section 5. No lockout of employees shall be instituted by the Municipal Employer during the terms of this Agreement. The Union agrees that during the terms of this Agreement, neither the Union nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of, or interference with the normal work of the Municipality. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall notify those members so engaged to ceases and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Municipal Employer.

Section 6. The Town retains the right to assign employees to such work as is appropriate by the Operations Manager or the Director's Designate. It is understood that the purpose of this section is to continue the flexibility of the Employer in providing job assignments.



## **ARTICLE 16. HEALTH BENEFITS**

Section 1. The Town shall cover each full time employee after the first ninety (90) days of employment; and employees who work more than twenty (20) hours per week, after ninety (90) days of employment in the bargaining unit and their dependants with Health Insurance.

Section 2. The Town reserves the right to change insurance carriers provided it is equal to the above mentioned benefits.

Section 3. Effective July 1, 2006, the prescription co-pay will increase to \$5.00. Effective July 1, 2010, the prescription co-pay shall be: \$5.00 Generic Prescription; \$10.00 Brand Prescription; and, \$25.00 Preferred Plan.

Section 4. Hospitalization benefits for retirees shall be as currently set forth in Town Ordinance 076-95, adopted by the Town, July 19, 1995.

## **ARTICLE 17. FAMILY AND MEDICAL LEAVE BENEFITS**

Section 1. Leave entitlement under the Federal Family and Medical Leave (FMLA) shall be granted as follows:

### Defintions:

- i. **Serious health condition:**  
Condition requiring inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a "health care provider".
- ii. **Health care provider:**  
A doctor or medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices or any other person licensed under federal state or local laws to provide health care services.
- ii. **Family member:**  
Spouse, child, parent (includes biological, adoptive, stepparents, parents-in-law)
- iv. **"12-month period":**  
The 12-month period is measured forward from the date an employee's first family or medical leave begins.
- v. **Intermittent Leave:**  
A non-consecutive leave comprised of intervals each of which is at least one but less than twelve weeks within a consecutive twelve month period for each single serious health condition.
- vi. **Reduced Leave:**  
A non-consecutive leave of up to the equivalent of twelve weeks that is taken in increments of less than one full week at a time, but not less than one workday, unless the Town and employee agree to a shortened workday. An employee is only allowed to take one reduced leave schedule within a twelve month period. An employee is entitled to take reduced leave for the serious medical condition of a family member, but the employee and the Town must agree to reduced leave for the birth or adoption of a child.

Section 2. Employees may be entitled to family or medical leave for the following:

- i. Care of the employee's newborn child;
- ii. Placement of a child with the employee for adoption or foster care;
- iii. Care for family member with a serious health condition;
- iv. A serious health condition which prevents the employee from working or performing the essential functions of the job.

Section 3. An employee is eligible for family and medical leave if he/she has worked 12 months for the Town and at least 1,000 hours, excluding overtime, during the preceding 12 months.

Section 4. An employee is entitled to a total of 12 weeks in a consecutive 12-month period for all family and medical leaves combined.

Section 5. Leave taken for the birth, adoption or placement of a child must be taken within the first year of birth, adoption or placement, and normally in one continuous period of up to 12 weeks.

Section 6. Family or medical leave shall be unpaid unless the employee elects to use accrued paid leave, such as vacation or sick leave, for some or all of the family or medical leave period. Paid leave substituted for unpaid family or medical leave, may be counted against the 12-week leave entitlement if the employee is notified in writing of the designation when the leave begins.

Section 7. The fact that a holiday may occur within the work week taken by an employee as Family and Medical Leave Act (FMLA) has no effect and the week is counted as a week of FMLA.

Section 8. The Town will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the employee had not been absent on family leave.

Section 9. At the end of an approved leave, the employee shall be entitled to the position he or she held when leave commenced or to a similar position, full-time or part-time, except as his or her entitlement to a position may have been affected by a reduction in force.

## **GENERAL PROCEDURES**

1. All requests for leave made necessary by the serious health condition of the employee or of the employee's family member shall be applied for in writing not less

than fifteen (15) calendar days prior to the commencement date requested by the employee. The Town's response to such requests shall also be in writing.

2. All request for leave due to birth or adoption shall be applied for in writing not less than thirty (30) days prior to the commencement date requested by the employee. The Town's response to such request shall also be in writing.
3. In the event of emergencies, the employee shall give reasonable and practicable notice.
4. Health Care Certification:
  - i. Employees must submit medical certification from the attending health care provider that includes the date the condition began; probable duration; medical facts regarding the condition and either a) a statement indicating that the employee is needed to give care and the amount of time for which it is needed or b) a statement that the employee is unable to perform the functions of his/her position. A medical certification is required within thirty (30) calendar days after the date the employee provides notice of the need for leave.
  - ii. A second opinion may be obtained at the Town's expense if there is reason to doubt the validity of a provider's certification. If the opinion differs, a third and final opinion may be obtained from a mutually acceptable provider, at the Town's request.
  - iii. The Town may require additional certification every thirty (30) days or more frequently where an employee asks for extension.
5. The Town shall designate leave taken for FMLA or NJFLA reason as such. The designation must be based on the information furnished by the employee. Leave may not be designated as FMLA or NJFLA leave after the leave has been completed and the employee has returned to work except if:
  - i. The Town is awaiting receipt of the medical certification to confirm the existence of a serious health condition.
  - ii. The Town was unaware that leave was for FMLA or NJFLA reason, and subsequently acquires information from the employee such as when the employee requests additional or extensions of leave; or,
  - iii. The Town was unaware that the leave was for FMLA or NJFLA reason, and the employee notifies the employer within two (2) days after return to work that the leave was FMLA or NJFLA leave.

6. In the event that the Town was not aware of the reason for the leave, the leave may be designated as NJFLA or FMLA leave retroactively only while the leave is in progress or within two (2) business days of the employee's return to work.

**ARTICLE 18. DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective on the day this Agreement is signed and shall continue in full force and effect until June 30, 2013. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of the Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, negotiations for a new Agreement shall begin promptly, but not sooner than sixty (60) days prior to the expiration of the then current period and shall continue until a new Agreement is reached. During such negotiations, this Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

TOWN OF GUTTENBERG

  
\_\_\_\_\_  
Hon. Gerald Drasheff, Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk/Administrator

  
\_\_\_\_\_  
Michael Caligiuro, Town Administrator

TEAMSTERS UNION LOCAL 11

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Michael Curcio, Business Agent

  
\_\_\_\_\_

  
\_\_\_\_\_