

Contract no. 739

**AGREEMENT  
BETWEEN  
TOWNSHIP OF WAYNE  
AND  
WAYNE FOREMAN'S ASSOCIATION**

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**JANUARY 1, 1990 THROUGH DECEMBER 31, 1992**

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## AGREEMENT

THIS AGREEMENT, made this 7<sup>th</sup> day of October 1991 by and between the TOWNSHIP OF WAYNE, hereinafter referred to as "Employer", and WAYNE FOREMAN'S ASSOCIATION, hereinafter referred to as "Association", which has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, mutually agree as follows:

### ARTICLE I

#### DEFINITION OF TERMS

The term "Employer" refers to the Township of Wayne, a municipal employer as defined in Public Employees Statutes of New Jersey.

The term "Employee" shall include all foreman personnel within the bargaining unit specified in the certification and election petition of the Public Employee Relations Commission, and to all employees so designated.

The term "Association" shall refer to Wayne Foreman's Association.

The term "Administration" shall be construed to mean the office of the Business Administrator and/or the office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in

jeopardy and may be designated by the Administration or Department Heads in order to achieve more effective operations.

## ARTICLE II

### RECOGNITION

#### SECTION I - ASSOCIATION RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the foreman personnel as shown on the attached Certificate employed in the Department of Public Works and Division of Parks and Forestry in the Department of Parks and Recreation for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include.

#### SECTION II - MANAGEMENT RECOGNITION

The Association recognizes that the employer is a public benefit corporation, that it was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision, and that its operations are for the public benefit. By reason thereof, the Association acknowledges that the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirement or exceeds the lawful powers of the Employer, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provision shall not void the remainder of this Agreement, provided, however,

that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

### ARTICLE III

#### RIGHTS

##### SECTION I - EMPLOYEES' RIGHTS

To insure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees' Bill of Rights:

- A. An employee shall be entitled to Association representation at each and every step of the grievance procedures set forth in this Agreement.
- B. An employee shall be entitled to Association representation at each stage of a disciplinary proceeding in the Association contract.
- C. No employee shall be required by the Employer to submit to an interrogation before or after charges have been served unless he or she is afforded the opportunity of having an Association representative present.
- D. No recording devices of any kind shall be used during such interrogation unless the Association is made aware of the fact prior to such interrogation.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly, that may adversely affect his or her hours, wages, or working.

conditions as the result of the exercise of his or her rights under this Agreement.

- G. All employees shall be provided access upon request to inspect or review their file in personnel or other offices where the records are filed. No new materials shall be inserted without such material being submitted first to the employee, and any such new material or changes in the present contents of the employee's personnel file shall be subject to challenge or to the process of the grievance procedure. Employees shall have the right to insert a written response to any material in his or her file. The Foremen's Association officers will have access to payroll records upon request.

#### SECTION II - MANAGEMENT RIGHTS

It is agreed that management retains the right to direct employees, to hire, promote, transfer, assign and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer. In situations of emergency, as determined by management, such rights shall not be exercised in violation of

other sections of this Agreement. The Association hereby acknowledges that the municipality being a public agency is free to use union or non-union subcontractors without interference from the Association, its officers or its members.

#### ARTICLE IV

#### DUES AND FEES - CHECKOFF

##### SECTION I

Upon receipt of an authorized assignment from a member of the bargaining unit, the Employer shall deduct from the employee's wages each payday a sum equal to one-half (1/2) of such employee's monthly Association membership dues, as established in accordance with the by-laws and constitution of the Association.

The Employer shall remit to the Association President or Secretary within five (5) days, all sums as deducted.

##### SECTION II

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union.

The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

- B. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

## **ARTICLE V**

### **WORK STOPPAGES**

#### **SECTION I - GENERAL STATEMENT**

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone or participate in any strikes, slowdown, stoppage of work, boycott and picketing or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

#### **SECTION II - ASSOCIATION RESPONSIBILITY**

In the event that any of the employees violate the provisions of the above paragraph, the Association shall immediately order any



of its members who participate in such action back to their jobs, forward copies of such orders to the Employer, and use every means at its disposal to influence the employees to return to work.

**SECTION III - FAILURE TO RETURN TO WORK**

Any employee failing to report back to work within twenty-four (24) hours of notification of non-participation of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct will be subject to discipline of the Employer. Such notification shall be forwarded to the Association representative. Discipline may include loss of seniority or discharge.

**ARTICLE VI**

**SALARIES, HOURS OF WORK AND OVERTIME**

**SECTION 1 - SALARY**

A. Employees shall receive the wages set forth in Schedule A annexed hereto which reflect the following wage adjustments:

January 1, 1990 - 7%

January 1, 1991 - 6%

January 1, 1992 - 4%

July 1, 1992 - 2%

B. The Township will pay an annual stipend of Five Hundred (\$500.00) Dollars to employees who are required by the Township to have a New Jersey Department of Environmental Protection license.

**SECTION II - HOURS OF WORK**

A. The work week shall consist of any five (5) consecutive days.

B. The hours of work shall be as follows:

WINTER HOURS - Beginning the first Monday of October to the first Monday of April.

First Shift 8:00 a.m. to 4:30 p.m.

Second Shift 4:00 p.m. to 12:00 Midnight

Third Shift Midnight to 8:00 a.m.

SUMMER HOURS - Beginning the first Monday of April to the first Monday of October.

First Shift 7:00 a.m. to 3:30 p.m.

Second Shift 3:00 p.m. to 11:00 p.m.

Third Shift 11:00 p.m. to 7:00 a.m.

Every effort will be made by the Administration to maintain a Monday through Friday work week. However, if the need of the business so requires, the Administration reserves the right to assign five (5) consecutive days as a work week other than Monday through Friday.

- C. The regular starting time of a work shift will not be changed without reasonable notice to the affected employees and not without first having discussed such change, and the need for same, with representatives of the Association, except as to such requirements as may, in the judgment of the Administration, be necessary for the continued effective operation of the Department in a period of emergency. The determination of the existence of such an emergency shall be within the full discretion of the Employer and shall not be subject to any grievance as hereinafter set out.

SECTION III - OVERTIME AND CALL OUT

- A. The township shall make reasonable efforts to ask the senior listed Foreman to work overtime. Overtime shall be on a rotating seniority basis by division. After reasonable efforts are made and the Foremen from a pertinent division cannot be reached or are unable to work the overtime, then the overtime shall go to the next available Foreman on the Town-wide rotating seniority list. The Township agrees that blue collar employees will not be put in charge of a work crew in a call-out situation.
- B. Call-In for Problems - Foremen will be paid a minimum of four (4) hours for each call calculated on a portal-to-portal basis. Call-in and overtime will be paid at the rate of time and one-half for time worked other than the regular work week. Double time will be paid for overtime worked on Sunday and triple time will be paid for work on holidays. Only those employees whose names appear on Schedule B shall receive portal-to-portal pay. All other employees will not be entitled to this benefit.
- C. Scheduled overtime (or where necessary call-out) will be on a rotating seniority basis by Department or Division, except where specialized knowledge is required, or where a certain foreman is assigned on a regular basis throughout the year, in which event such Foreman shall be asked to work before going

to the seniority list. Such Foreman will be charged for one turn for this overtime on the rotating seniority list.

D. Continued Overtime - The Foreman in charge of a job during regular working hours will remain in charge of that job for overtime purposes. If the job Foreman cannot work the overtime, it will go according to the rotating seniority list by Department and Division.

E. Snow Plow Contractor Overtime - When Road Foreman cannot handle snow plow contractor overtime, the overtime will go on a rotating basis to the Foreman from Parks and Forestry, Water, Sewer and Traffic Division. Inspectors from the Engineering Division will be used, only if needed.

There will be one rotating list of foremen by division. That list will be kept by the Duty Officer and will be available for inspection by the appropriate officers of the Foreman's Association upon request. The list will be in seniority order by division.

F. Any employee who, with authorization, uses his personal vehicle on Township business will be eligible for mileage reimbursement at the maximum rate permitted by the Internal Revenue Service.

#### SECTION IV - SHIFT DEFERENTIAL

Employees shall receive five percent (5%) above their base pay for second shift - 4:00 p.m. to midnight, and ten percent (10%) for the third shift - midnight to 8:00 a.m.

## ARTICLE VII

### HOLIDAYS

A. The following are the recognized 13 holidays for the purpose of this Agreement, for which the employees represented by the Association shall receive a day's pay:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Thanksgiving Day
12. Day After Thanksgiving Day
13. Christmas Day

B. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday shall fall on a Sunday, the following Monday shall be observed as the holiday.

## ARTICLE VIII

### VACATIONS

#### SECTION I - GENERAL VACATION ALLOWANCE

A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, each fiscal year in accordance with the following schedule:

1. Full time service 0 through 6 months - no vacation days.
2. Start of the 7th month to the completion of the 12th month - 5 work days.

3. Start of 1 full year to the completion of the 5 years - 10 work days.
  4. Start of the 6th year to the completion of 10 years - 15 work days.
  5. Start of the 11th year to the completion of 15 years - 20 work days.
  6. At the completion of 15 years, the employee will receive 20 work days. At the start of 16 years, the employee will receive one (1) additional day for each year of service over 15 years to a maximum of 25 work days.
- B. Vacation time must be used within any one (1) calendar year. Except as provided below, employees shall submit their vacation requests prior to May 21st.
- Where employees' vacation requests conflict, division seniority will prevail. After May 21st, any vacation change shall be made in writing and may be approved by the Administration taking into consideration the effect of such change on the efficiency of the division.
- C. 1. Single and one-half day vacations may be taken with the approval of the employee's Division Head subject to available staffing requirements according to the following schedule:

<u>Amount of Annual Vacation Leave (days)</u>	<u>Blocks of 5 days</u>	<u>Vacation Utilization Single Days</u>
0	0	0
5	1	0
10	1	5
15	1	10
20	1	15
25	2	15

2. Employees who desire to utilize their vacation leave in single days must advise their Division head at least 48 hours in advance of the requested leave. Failure to notify the Division Head at least 48 hours in advance may result in denial of the requested vacation leave.
3. In the event all timely vacation requests cannot be approved, seniority by division shall prevail.

**SECTION II - GENERAL CONDITIONS APPLICABLE TO VACATION LEAVES**

- A. The following general conditions shall apply to vacation leaves:
  1. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Department Head and Administration.
  2. Under no conditions, however, shall an employee be permitted to accumulate more than a total of thirty (30) days of unused vacation leave.
  3. Vacation leave shall begin to accrue to permanent employees on the first day of service, provided that new permanent employees shall not be eligible for vacation leave until they have completed a

satisfactory probationary period as set forth herein.

4. The fiscal year for the purpose of the vacation schedule shall begin on January 1 and end on December 31.
  5. Accrued vacation leave shall be compensated for when the employee becomes separated, either voluntarily, or involuntarily, from the Township service unless the employee terminates service without giving two (2) weeks' notice to his Department Head.
  6. A copy of the official sick time list will be posted monthly in each Division with each employee's sick and vacation days.
- B. An employee who is laid off, retires or separates from the service of the Employer for any reason (save for cause) shall be compensated in cash for the monetary value of his accumulated and unused vacation time on a prorated monthly basis standing to his credit at the time of his separation from service, prorated back to date of hire for employees with one (1) year or more service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.
- C. Time on paid sick leave and all other time paid for but not actually worked shall be considered as days worked for the purpose of computing vacation eligibility.



**ARTICLE IX**

**INSURANCE**

**SECTION I - INSURANCE**

A. All employees and/or their families covered by this Agreement will be covered at cost to the Employer except as otherwise agreed to and specified herein:

A. Life Insurance - 1/2 employee's salary (for employee only).

B. Medical Insurance - Effective February 1, 1991, a partially self-funded Medical Insurance Plan which is equal to or better than the Blue Cross/Blue Shield, Super Rider J and Medical Emergency Coverage, with unlimited Major Medical Coverage as provided in the Foreman's Association 1989 Agreement. The Township will indemnify all unit employees for any loss or cost incurred under this new medical program which would not have been incurred under the program in effect prior to February 1, 1991.

1. Effective September 1992, employees hired or promoted to Foreman shall be subject to co-payment of the partially self-funded Medical Insurance Plan premium of up to 25% of any increase in a given year with a total maximum co-pay of \$400. The co-pay will be calculated on any increase to the base year which is defined as the year in which the

employee was hired and/or promoted into this agreement. Insurance co-payments will commence a year after hire and/or promotion to the unit.

Employees identified in Schedule B annexed to this Agreement are hereby exempt and excluded from any such co-payment.

2. Effective January 1, 1990 through December 31, 1991, the Employer shall provide a Prescription Drug program with a one (\$1.00) dollar co-pay by the employee per prescription at the time the merchandise is received. Effective January 1, 1992, the co-pay will be increased to \$3.00 per prescription.
3. Effective February 1, 1991, the Employer shall provide a dental program administered by Delta Dental Plan of New Jersey with a twenty-five (\$25.00) dollar deductible, at no cost to the employee.
4. Effective September 1, 1991, in the event an active employee dies, the spouse and dependents will continue to receive all health benefits for a period of six (6) months after the date of the death at no cost to the employee.
5. No decrease in benefits or coverage shall be effected without the consent of the Association.

## SECTION II - RETIREMENT

Retirement shall be defined and administered in accordance with P.E.R.S. definitions and procedures.

All retired employees covered by this Agreement shall receive Medical and Life Insurance benefits as specified herein. The Township will indemnify all retired employees for any loss or cost incurred under the Township's new partially self-funded medical insurance program which would not have been incurred under the program in effect prior to February 1, 1991.

- A. Any employee who retires from the Township at age 60 or older, with 15 continuous years of service with the Township shall receive the following medical benefits for himself and his spouse: Hospital coverage, Medical/Surgical coverage, \$250 per year toward Laboratory, Testing and X-Rays.
- B. Any employee who retires from the Township prior to attaining age 60 with 25 years of service shall receive the following medical benefits for himself and his spouse: Hospital coverage, Medical/Surgical coverage, \$250 per year toward Laboratory, Testing and X-Rays.
- C. Any retired employee whose medical insurance benefits are granted by the Township must file an Affidavit with the Finance Director of the Township on January 1, but not later than March 1 of each year, to the effect that he/she has not been employed by any firm where he/she has

been covered by medical benefits. Failure to file may result in termination of benefits.

- D. Major Medical insurance and Prescription insurance are available to the retired employee and spouse at the Township group rate at the retiree's expense.
- E. Upon the death of the retired employee, all health benefits will terminate, unless spouse is also an eligible retired employee.
- F. Life insurance in an amount equal to one-half (1/2) of the employee's annual salary at the time of retirement will be continued for the retired employee at no cost to the employee.
- G. Upon retirement after twenty-five (25) or more years of service with the Township, employees listed on Schedule B annexed hereto shall receive a severance cash payment of three (3) days' pay for each full year of service at the then-existing rate of pay. In the event of the death of an employee, his/her estate shall receive the severance cash payment.

## **ARTICLE X**

### **SAFETY AND HEALTH**

#### **SECTION I - TOWNSHIP RESPONSIBILITY**

The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees, including safety shoes.

**SECTION II - USE OF SAFETY EQUIPMENT**

Any employee failing to use the safety equipment provided will be subject to disciplinary action, including dismissal.

**SECTION III - SAFETY SHOES**

Safety shoes styles are to be agreed on by Management and the Association representative before each new bid is placed each year.

**ARTICLE XI**

**LEAVE OF ABSENCE WITH PAY**

**SECTION 1 - SICK LEAVE**

**A. GENERAL CONDITIONS**

Sick leave is paid leave that shall be granted to each full time employee who is unable, through a sickness or injury, to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. All employees covered by this Agreement shall, if said illness continues after three (3) successive work days, be required to obtain a doctor's certificate indicating proof of the need for sick leave.

**B. SICK LEAVE ALLOWANCE**

Full time employees shall accumulate sick leave on the basis of sixteen (16) days per year. Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in the immediate family which requires his attendance upon the ill member,

quarantine restrictions or disabling injuries. The municipality reserves the right to require employees to attend Township physicians. It is the policy of the Administration that all old accumulated sick days shall be used first.

1. Three (3) of the sixteen (16) days may be used as personal days. If they are not used they will revert back to accumulated sick days. The days may be taken with forty-eight (48) hours prior notice whenever possible to the employee's Department Head without restrictions. Religious holidays will be included as personal days.
2. It will be the policy of the Administration that personal days should not be taken consecutively and not in conjunction with vacation days. Where unforeseen events may occur, a personal day shall be used upon notification to the Department.
3. ARTICLE VIII, SECTION 2a (6) of this Agreement is incorporated herein.

C. OCCUPATIONAL ILLNESS OR ACCIDENT

During the period of occupational illness or accident where an employee accepts no compensation benefits under the Worker's Compensation Act or returns those benefits to the Township in exchange for his normal pay check, the

sick leave time charged will be prorated for that portion which is not covered by the compensation benefits. It is the intent of this paragraph that no employee shall be charged for any sick time due to "on job" injuries involving Worker's Compensation.

D. UNUSED SICK TIME ALLOWANCE

All employees covered by this Agreement who have been employed for at least one (1) year and are covered by the provisions herein shall be entitled to a payment of Twenty-Five Dollars (\$25.00) for each accumulated sick day upon separation from the service of the employer for any reason, save for cause. He shall be compensated in cash for the monetary value of his accumulated and unused sick time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his/her estate.

SECTION II - JURY DUTY

Any full time employee who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Township employee, or an employee who is called and served on jury, shall be granted paid leave for that period of time in which he is officially involved with the court in such capacity.

SECTION III - ASSOCIATION LEAVE

Should the Association affiliate with a national or International Union, the Employer will grant time off necessary for the elected delegates to attend the International and State

Convention providing, however, such absence from his duties does not adversely affect the Township operation and further is recommended by his Department Head and approved by the Administration; delegate will be limited to one (1) person.

#### **SECTION IV - CIVIC DUTY**

Employees required to appear before a court or other public body pursuant to subpoena on any matter not related to their work and in which they are not personally interested shall be granted a leave of absence therefor. The Employer agrees to pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for a day of service.

#### **SECTION V - BEREAVEMENT LEAVE**

Each full time employee shall be granted upon approval of said employee's Department Head, time off with pay, not to exceed three (3) days, in the event of a death in his immediate family. Upon recommendation of the Department Head and approval by the Administration, a reasonable extension beyond three (3) days may be allowed where circumstances justify such action. The term "immediate family" as used in this paragraph includes the employee's father or mother; wife or husband; brother or sister; son or daughter; mother-in-law or father-in-law; grandmother or grandfather; son-in-law or daughter-in-law; grandchildren.

#### **SECTION VI-EDUCATION ALLOWANCE**

Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the



work of the Township in which he or she is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full pay upon recommendation of the employee's Department Head and approval by the Administration. Each foreman shall be offered at least one job-related short course, if available, each calendar year, to be paid for by the Township.

## ARTICLE XII

### LEAVES OF ABSENCE WITHOUT PAY

#### SECTION I - GENERAL

A full time employee may be granted leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the Township when recommended by the Department Head and approved by the Administration. Applications for leave without pay must be submitted in advance in writing to the employee's Department Head showing the employee's reason for requesting such leave and must contain a statement that he intends to return to the Township service.

Employees returning from authorized leaves of absence as set forth in ARTICLES XI and XII will be restored to their original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

## ARTICLE XIII

### MILITARY SERVICE

#### SECTION I - LEAVE WITH PAY

Any full time employee who is a member of the National Guard or reserve components of the military or naval service of the United States, and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the period of such training. This paid leave of absence shall be in addition to his/her vacation leave, but shall not exceed fifteen (15) days in any fiscal year.

#### SECTION II - LEAVE WITHOUT PAY

When an employee has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he/she must report for duty with the Township within ninety (90) days following his/her honorable discharge from such service.

## ARTICLE XIV

### SENIORITY, LAYOFFS AND RECALL

#### SECTION 1 - SENIORITY

- A. Seniority shall be defined as employee's total length of service in his classification and department and division from the date he is certified in that grade.

- B. All benefits, including vacation, longevity, pay credit, insurance, holidays, pension and all other benefits not including wages shall commence with the original date of hire.
- C. If a question arises concerning two (2) or more employees who started in the same classification on the same date, the following shall apply. If within classification prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, from date of insertion in classification, first name, first preference, etc.
- D. For employees starting in the same classification, on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name. Where the last names are the same, seniority shall be determined by the first name.
- E. In case of promotions, demotions, layoff, recall, shift assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

## SECTION II - PROBATIONARY PERIOD

- A. New employees shall be subject to a six (6) month probationary period. Employees being upgraded to foreman will have a probationary period of two (2) months. At the completion

of the first (1st) full year of employment, the employee's anniversary date shall be January 1 of the following year.

- B. Acting foreman will be represented by the Blue Collar Union.
- C. Acting foreman will get probationary rate of pay as listed in Pay Schedule "A."
- D. Acting foreman time is to be credited against probationary time if permanently appointed to foreman's position.

### SECTION III - LOSS OF SENIORITY

An employee may lose his seniority for the following reasons only:

- A. He resigns;
- B. He is discharged and the discharge is not reversed;
- C. He does not return to work when recalled from layoff as set forth in recall procedure;
- D. He does not return from sick leave or leave of absence;
- E. He instigates, calls, sanctions, condones or participates in any slowdowns, stoppages of work, boycotts, picketing or willful interference with production, transportation or distribution;
- F. He retires.

### SECTION IV - LAYOFF

- A. The word "Layoff" means a reduction in working force.
- B. Seniority shall prevail in case of layoff. The least senior man shall demote to next appropriate title by division and classification within his respective division and department.

- C. Employees to be laid off for an indefinite period will have at least seven (7) calendar days' notice of layoff. The Association shall receive a list from the Employer of the employees being laid off on the same date that such notices are issued to the employees.
- D. Prior to an employee being suspended for an alleged criminal action, the employee must have been indicted by the Grand Jury.

**SECTION V. - RECALL PROCEDURE**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone except that, should no personal contact be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by certified mail at his last known address.
- B. If an employee fails to report for work within ten (10) days from the date of mailing of recall notice and no personal contact has been successfully accomplished by telephone, then he shall be considered a resignation.
- C. If an employee fails to report as ordered on completion of a telephone notification, then he shall be considered a resignation. The telephone order will be confirmed by certified mail.

D. Recall rights for an employee shall expire one (1) year from date of layoff. Written notice of expiration of recall rights shall be sent to employee at his last known address by certified mail.

## **ARTICLE XV**

### **SETTLEMENT OF DISPUTES**

#### **SECTION I - GRIEVANCES**

A grievance shall be defined as any dispute or complaint arising between the parties, or out of the employee's employment including the interpretation, application, performance or any alleged breach of this Agreement, except those items specifically excluded in this contract, and shall be processed and settled in the following manner:

#### **SECTION II - GRIEVANCE BY THE ASSOCIATION**

STEP I. The authorized representative of the Association along with the employee shall take up the grievance or dispute with the Division Head of the employee within five (5) days of its occurrence. The Division Head shall attempt to adjust the matter and respond verbally to the authorized representative within five (5) working days.

STEP 2. If the grievance has not been settled, it shall be reduced to writing, presented, and taken up by the authorized representative, along with the grievant, with the Department Head within five (5) days of receipt of the answer in STEP 1. The Department Head shall attempt

to adjust the matter and respond in writing to the authorized representative within five (5) days.

STEP 3. If the grievance has not been settled, it shall be presented, in writing, by the Association to the Administration, within five (5) days of receipt of the response by the Department Head. The Administration or his designee shall schedule a meeting within five (5) days after receipt of the grievance with the President of the Local or authorized representative of the Association, along with the grievant. The Administration or its designee shall render an answer in writing to the Local Association President, within five (5) days of such meeting.

STEP 4. If the grievance is still unsettled, the Association representative may within ten (10) days after the response from the Administration, by written notice to the Mayor, submit the dispute to arbitration.

### SECTION III - ARBITRATION

Should the above procedure fail to produce satisfactory results, it is hereby agreed that a single arbitrator from the Public Employment Relations Commission acceptable to both parties shall be chosen to review the grievance, after which his determination concerning same shall be binding upon both parties. The cost for such arbitration shall be distributed equally between the two parties.

### SECTION IV - MATTERS RELATING TO THE GRIEVANCE PROCEDURE

- A. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this Agreement will be entertained under the provisions of this Agreement.
- B. The Association will notify the Employer, in writing, of the name of not more than three (3) employees who are designated by the Association to represent employees under the grievance procedure. Employees designated by the Association will be permitted to confer with other Association representatives, employees, and with Employer representatives regarding matters of differences during working hours without loss of pay by agreement with his immediate superior.
- C. The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any other such right by the Employer shall not be subject to the grievance procedure of this Agreement. This includes all rights under the Public Employment Relations Commission.
- D. The Association shall provide grievance forms in adequate numbers.
- E. The time limits in the procedure may be extended by mutual agreement, in writing.
- F. Any step of the grievance procedure may be by-passed by mutual agreement, in writing.



**ARTICLE XVI**

**EQUAL TREATMENT**

The Employer agrees that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, Association membership or Association activities.

**ARTICLE XVII**

**PRIOR PRACTICE**

Any prior practice as defined by applicable law presently enjoyed by employees subject to this Agreement, shall be continued during the term of this Agreement.

**ARTICLE XVIII**

**INDEMNITY**

All employees are covered by the Township liability insurance and Township Ordinance 11A-1 et seq., Defense and Indemnification of Municipal Officers and Employees.

**ARTICLE XIX**

**ASSIGNED VEHICLES**

Each foreman shall have a vehicle assigned to him. When said foreman is not working, this vehicle will be "signed out" by those using it.

**ARTICLE XX**

**WORK UNIFORMS**

- A. The Employer shall provide on July 1st of each year to each employee covered by this Agreement \$450.00 per year clothing maintenance allowance.

B. The dress mode will be long pant, color coordinated long or short sleeve shirts. Five (5) summer T-shirts with Township logo will be furnished by the Township.

**ARTICLE XXI**

**LONGEVITY BENEFITS**

Reference Subsection D of Section 4-72 of the Administrative Code which states that each full time permanent employee of the Township shall receive longevity compensation, in addition to their salary, in accordance with the following schedule:

5-10 years of service	3 per cent
11-15 years of service	6 per cent
16-20 years of service	8 per cent
21 or more years of service	10 per cent

All newly appointed foremen beginning with promotions made after January 1, 1978 will not have the longevity benefit.

**ARTICLE XXII**

**POLICIES AND PROCEDURES**

Policies and procedures will be the same for all Divisions.

**ARTICLE XXIII**

**SEVERABILITY**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately negotiate a substitute for the invalidated portion thereof; if any portion of the Agreement is unlawful and affects the whole, the Agreement shall be null and void.

#### **ARTICLE XXIV**

##### **FOREMAN JOB OPENINGS**

Positions that become vacant shall be posted within ten (10) working days of the opening of said position.

The Administration shall make every effort to fill the position within thirty (30) days after receiving applications resulting from the posting of the job.

**ARTICLE XXV**

**EMPLOYEE WARNINGS**

After a three (3) year period from issuance of a warning, written warnings shall be removed from all employees' records and/or files if the employee has shown improvement and no warnings have been issued in said three (3) year period.

**ARTICLE XXVI**

**TERMINATION**

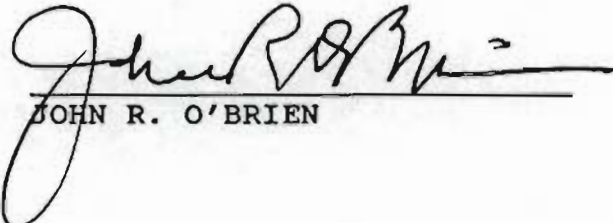
This Agreement shall be effective as of the 1st day of January 1990 and shall remain in full force and effect until the 31st Day of December, 1992. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the budget submission date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget submission date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the expiration date.

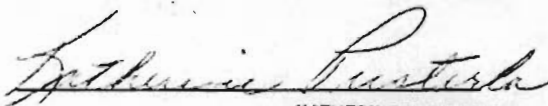
IN WITNESS WHEREOF, the said Township has caused these presents to be signed by its Mayor and Municipal clerk, and to be sealed with its corporate seal, and Wayne Foreman's Association has



(e) this person signed this proof to attest to the truth of these facts.

  
JOHN R. O'BRIEN

Sworn to and Subscribed  
before me the date aforesaid



KATHERINE PUSTERLA  
NOTARY PUBLIC OF NEW JERSEY

STATE OF NEW JERSEY EXPIRES JAN. 4, 1994

NEW JERSEY ) SS:  
COUNTY OF PASSAIC )

I CERTIFY that on *October 7, 1991*  
personally came before me and this person acknowledged under oath,  
to my satisfaction, that:


- (a) this person is the Secretary of WAYNE FOREMAN'S ASSOCIATION, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.



Secretary

Sworn to and subscribed  
before me the date aforesaid.



A Notary Public of New Jersey  
KATHERINE PUSTERLA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN. 4, 1994

TOWNSHIP OF WAYNE

FOREMAN'S CONTRACT

PAY SCHEDULE A

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>
Step A - Start Prob.	\$26,943	\$28,829	\$30,559	\$31,781	\$32,417
Step B - End Prob.	28,168	30,140	31,948	33,226	33,891
Step C - 1 year	29,393	31,451	33,338	34,672	35,365
Step D - 2 year	30,251	32,369	34,311	35,683	36,397
Step E - 3 Yrs & Over	31,244	33,431	35,437	36,854	37,591

Step A shall be the starting rate of pay as well as the "acting foreman" rate of pay.



TOWNSHIP OF WAYNE

FOREMAN'S CONTRACT

SCHEDULE B

GRANDFATHER CLAUSE

<u>Name</u>	<u>Department</u>	<u>Social Security No.</u>
Blixt, Timothy	500	151-42-9392
Bubba, Louis	500	144-30-2630
Chesonis, Jr., John	200	152-52-2260
Dougherty, Michael	200	138-60-2854
Greig, Alfred	601	151-32-8302
Hunziker, David	812	148-50-5581
Infield, Jeffrey	243	142-50-9353
Leonard, Thomas	601	157-32-3147
Purdue, Russell	320	146-38-6123
Schalck, Donald	812	153-46-0685
Shanley, John	500	138-28-8520
Termont, Ronald	209	137-32-2315
Varcadipane, Robert	200	154-30-5835