

**BOROUGH OF SHREWSBURY  
419 SYCAMORE AVENUE  
POST OFFICE BOX 7420**

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF SHREWSBURY**

**AND**

**TEAMSTERS LOCAL 177**

**January 1, 2009 through and including December 31, 2012**

TABLE OF CONTENTS

ARTICLE NUMBER		PAGE
1	RECOGNITION .....	3
2	UNION SECURITY .....	3
3	AFFIRMATIVE ACTION .....	4
4	MANAGEMENT RIGHTS .....	4
5	PROBATIONARY PERIOD, DISCIPLINE, and DISCHARGE .....	5
6	SENIORITY .....	5
7	HOURS OF WORK AND OVERTIME .....	6
8	SAFETY PROVISIONS AND LOST TIME PAY .....	8
9	EMPLOYMENT PRACTICES .....	10
10	BENEFITS .....	11
11	GRIEVANCE PROCEDURE .....	16
12	MISCELLANEOUS ITEMS .....	17
13	BULLETIN BOARD .....	17
14	UNION REPRESENTATIVES .....	17
15	SHOP STEWARD .....	18
16	AGENCY SHOP .....	19
17	CHECKOFF OF UNION DUES AND CREDIT UNION .....	19
18	NO STRIKE .....	20
19	WAGES .....	20
20	GRADES AND SCHEDULE OF STEP INCREASES .....	22
21	RETROACTIVITY .....	23
22	DURATION .....	23
23	MODIFICATION OF AGREEMENT .....	23

**AGREEMENT**

**THIS AGREEMENT** made this First day of January 1, 2009, by and between the **BOROUGH OF SHREWSBURY, NEW JERSEY**, hereinafter referred to as the “Employer”, and **TEAMSTERS LOCAL 177**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the “Union”,

**WITNESSETH**

**WHEREAS**, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above named Employer and the Union and the employees of the Department of Public Works; and

**WHEREAS**, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees of the Department of Public Works work for the Employee; and

**WHEREAS**, the parties desire to reduce said agreement to writing;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE 1  
RECOGNITION**

The Employer herewith recognizes the Union as the sole and exclusive bargaining agent in regard to wages, hours and all other terms and conditions of employment for all its Department of Public Works employees, but excluding the Manager of Public Works, General Foreman and excluding all other Borough employees.

**ARTICLE 2  
UNION SECURITY**

A. All present employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter shall remain members of the Local Union in good standing. This membership shall not be a condition of employment.

B. Union membership shall be available to new employees on the same terms and conditions generally available to other members.

C. The Union shall be notified in the event the Employer hires new or additional employees.

### **ARTICLE 3 AFFIRMATIVE ACTION**

A. The Employer and the Union agree that they will not discriminate in hiring of employees or in their training, upgrading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, religion, color, national origin, political affiliation, sex, marital status, age, sexual orientation, disability, or status as a veteran or non-veteran.

B. The Employer shall not tolerate harassment in the workplace or in any work related situation. Such harassment includes, but is not limited to, unwelcome verbal or physical behavior of a sexual nature, or jokes, slurs, and/or physical behavior that relates to a person's race, color, religion, age, disability, national origin, marital status, sexual orientation, status as a veteran or non-veteran, or any other reason.

### **ARTICLE 4 MANAGEMENT RIGHTS**

The Employer has both the legal responsibility and the sole right to manage and conduct the municipality's business and except as specifically limited to this Agreement, to direct the employees; to hire, promote, transfer, assign, schedule, layoff and recall; to suspend, demote, discharge or take other disciplinary action for good and just cause; to control all of Employer's property.

The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Employer and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; to direct, designate, schedule and assign duties to the workforce; to plan, direct and control the entire operation of the Department of Public Works; to discontinue, consolidate or reorganize any department or branch; to transfer any or all operations to any location or discontinue the same in whole or in part; to make technological improvements; to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different duties to the employees in the workforce, or causes the elimination or addition of titles or jobs; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All

the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

**ARTICLE 5**  
**PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE**

A. The first six (6) months of employment of any newly hired employee shall be deemed to be a probationary period during which time the terms of this Agreement shall not apply.

B. During the probationary period, the Employer can reprimand, discipline or discharge without being challenged by the Union and there shall be no duty or responsibility on the Employer for re-employment of probationary employees if they are discharged during this probationary period.

C. After the probationary period, the parties to this Agreement agree that nothing herein shall prevent or prohibit the Employer from discharging or otherwise disciplining an employee covered by this agreement, regardless of seniority, for good and just cause. Notice of discharge or discipline shall be served upon the Union by mail at or about the time notice is served upon the employee involved.

D. In the event that a discharged or disciplined employee feels that he/she has been discharged or disciplined unjustly, said employee or the Union shall have the right, under the procedure hereinafter described, to file a grievance which must be in writing and served upon the Employer within ten (10) working days from the time of discharge or discipline. If no grievance is filed within the time period specified, then said discharge shall be deemed absolute and final unless such time period is extended by mutual agreement of the parties.

E. In the event that the grounds for discharge or discipline are proved to be inadequate, the employee shall be reinstated immediately with full back pay from the date of discipline or discharge.

**ARTICLE 6  
SENIORITY**

A. Seniority shall be defined as the total length of service that the employee has been employed by the Borough of Shrewsbury in the Department of Public Works.

B. In the event of a layoff, seniority shall prevail. The employee with the least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired. The laid off employee shall be given notice of recall by telegram, registered letter certified mail, sent to the address last given the Employer by the employee. Within seven (7) calendar days after tender of delivery at such of the Employer's notice, the employee must notify the Employer by Telegram, registered or certified mail of his/her intent to return to work and must actually report to work within seven (7) calendar days, after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within a seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

C. Subject to the Employer's right to promote, assign vacations, leave and overtime based on the needed skills or capabilities of one or more employees, seniority shall prevail, if the skills or capabilities of the employees affected are substantially equal, as to promotions, and the assignment of vacation, leave or overtime.

D. The Union will be advised of the names of all new hires.

E. All members of the Collective Bargaining Unit shall be afforded the opportunity to be trained on all equipment used by the Department of Public Works, specific to their job assignment, seniority shall prevail to determine the order of training.

**ARTICLE 7  
HOURS OF WORK AND OVERTIME**

A. The normal work day shall consist of eight (8) hours. The normal work week shall consist of five (5) days, forty (40) hours per week.

B. Pay at the rate of time and one-half of the regular rates shall be paid to any employee who performs work under any of the following circumstances:

1. In excess of eight (8) hours in any one day, or
2. In excess of forty (40) hours in any one week.

C. Pay at the rate of time and one-half of the regular rates shall be paid to any employee who performs duties on his/her day off, or Sunday when the duties have been authorized by the Public Works Manager or General Foreman. Holiday work shall be at double time plus the holiday pay.

All regular members of the Department shall have the option to accumulate and retain authorized overtime which may be then used as needed to obtain time off. This time shall be on a time and one half off for time worked basis for regular overtime and double time off for time worked basis for holiday overtime. This time can be used as discretionary time in one (1) hour increments, individual days or block of days up to and including five days off. Request for time shall be made to the Department Head; request shall be made at least 24 hours in advance and are not to be unreasonably denied.

Any accrued time not used during that calendar year shall be paid out within the first payroll period of December. Time accrued in the month of December not used within the first quarter of the following year, shall be paid out in the first pay period of the second quarter. This time shall be paid on a time and one-half worked basis for regular overtime and double time for holiday overtime.

D. The Union recognizes the Employer's need and right to require reasonable amounts of overtime. The Employer agrees that the Supervisors or other Employees of the Employer who are not members of the Bargaining Unit shall not perform any Bargaining Unit work except in the case of an emergency.

E. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform overtime work when requested unless excused for legitimate urgent reasons.

F. Overtime shall be equally distributed to the extent possible among the employees capable of performing the work to be completed on a seniority basis. No overtime shall be worked or paid for unless first authorized by the Public Works Manager or Foreman.

G. If any employee has been requested to work overtime and is unavailable for any reason to perform the overtime work, it shall be considered as if he had worked the overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.

H. Employees shall receive 30 minutes of overtime upon official notification that they have been recalled for overtime work regardless of the amount of time needed to travel to the Borough. These 30 minutes shall be added to the employee's time sheets prior to the addition of any overtime actually worked.

Employees called in, recalled or asked to stay before the termination of their regular shift shall receive no less than two (2) hours of overtime upon official notification for overtime work, regardless of the amount of time needed to complete the task.

I. If a request for overtime work is made by the Public Works Manager or General Foreman and if, in the opinion of the Public Works Manager or General Foreman, an insufficient number of employees needed to perform the work accede to the request, then the Public Works Manager or General Foreman may order employees to perform the overtime work using the seniority list in reverse order. Failure of an employee to report for overtime work under these circumstances unless excused by the Public Works Manager for legitimate urgent reasons, shall subject the employee or employees who refuse or reject the order to discipline and/or discharge.

J. Employees shall be entitled to a ten (10) minute break in the afternoon.

K. Employees working overtime will be entitled to a thirty (30) minute break after the first three continuous hours of overtime work, subject to the right of the Public Works Manager or General Foreman to stagger breaks in the event overtime work is commenced by various employees or crews at or about the same time; but in no event shall any employee be required to work more than four (4) continuous hours of overtime work without a break.

L. The Employer shall provide a meal allowance up to \$10.00 per employee working three continuous hours of overtime work during emergency snow conditions providing that a majority of the roads are open. Signed vouchers for the meals shall be submitted to the Public Works Manager who shall in turn submit the receipts on an approved voucher for reimbursement by the Financial Office on a monthly basis.

M. Lunch time on payday shall be 45 minutes.

N. The weekly starting time for the Department of Public Works shall be 7 a.m., Monday through Friday.

O. Work-Week Reduction – In the event that the maximum work-week is reduced by legislative act to a point below the regular work-week provided herein this agreement shall be reopened for wage negotiations only.

## **ARTICLE 8 SAFETY PROVISIONS AND LOST TIME PAY**

A. The Employer will make reasonable provisions to, promote and enforce the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Equipment will be maintained in such a manner as to ensure safe



operation. All existing equipment with air conditioning shall be maintained according to the manufacturing specifications. The Employer will promote and enforce a safety program to safeguard the health, life and limb of its employees and maintain its equipment in such a manner as to insure safe operation.

In addition a medical kit shall be provided and maintained by the borough at the borough garage.

Should an employee be injured on the job and is unable to continue working as a result of the injury, he/she shall be paid for the entire day, provided the injury occurred in the course of employment.

B. No employee shall lose his/her job as a result of any on-the-job injury sustained in the course of employment; provided, however, that the Employer may replace such injured employee if the Employer determines that the position should be filled prior to the injured employee returning to the job. In the event the injured employee is physically and mentally able to perform his/her job after he/she has recovered from the injury, he/she shall be entitled to resume his/her job, provided such resumption occurs within twenty-four (24) months of the injury. In the event an injured employee wished to resume his/her job, the Employer has the right to have such employee examined by a physician and that determination as to whether the employee is physically and mentally able to perform his/her job shall be binding on the Employer, employee and Union. In the event that an injured employee wishes to resume his/her job having been determined to be physically and mentally able to do so, as provided above, and such job has been filled by the Employer, then the person with the least seniority filling the job shall be laid off or bumped to provide a job position for the returning employee.

C. Required safety equipment and such other equipment as the Employer must provide by statute or regulations, including articles of clothing, shall be at no cost to the employees. These shall be used and/or worn by the employees while on the job and failure to do so is good and just cause for discipline and/or discharge.

D. All educational and safety programs shall be made available to all members of the Bargaining Unit, specific to their job assignment.

The Borough agrees to maintain a Safety & Health Committee. It is the responsibility of this Committee to provide guidance and recommendations on all factual issues involving safety and health (including ergonomic issues) and equipment affecting the Borough DPW employees.

The Safety Committee will be comprised of a mutually agreed to number of Bargaining Unit representatives and up to an equal number of management representatives.

The Safety Committee shall meet at least once each month at a mutually agreeable time and place.

If the Safety Committee is unable to resolve a safety and health concern the issue will be subject to the grievance procedure.

## **ARTICLE 9 EMPLOYMENT PRACTICES**

### **A. NEW HIRES**

Applicants for positions available will be interviewed by the Public Works Manager, Borough Administrator and/or the Council member responsible for that Department who then made recommendations to Personnel Committee which then refer applicant to Council. If the applicant is acceptable, the applicant shall provide a certificate of medical suitability for the position requirements to the Borough Clerk, at the Borough's expense.

A letter of appointment to each new employee will state probation period, salary and other conditions governing his/her employment.

Each new employee shall be considered as being on probation for the first six (6) months of employment and shall be so advised at the time of appointment. At the end of six (6) months the employee must be notified of permanent appointment or rejection.

### **B. TIME AND ATTENDANCE**

The Employer shall furnish and maintain for the use and benefit of all employees a time recording system. Accurate time and attendance records will be maintained by each Department. The person in charge of the unit, office or activity will certify as to the accuracy of the time reports.

All Borough employees are to be at their assigned jobs ready for work as specified by the Public Works Manager, unless on vacation, leave of absence, or absent for good cause.

It is the responsibility of each employee to notify his/her Public Works Manager or General Foreman if he/she will be absent or delayed in reaching his/her assigned post. If unable to reach his/her Public Works Manager or General Foreman, then a message shall be left on the Supervisor's answering machine or if the machine is inoperative, the Borough Administrator shall be notified.

Lunch periods shall be specified by the Public Works Manager or General Foreman, making certain that duty stations will be covered during the period. Normal allowance for lunch is one-half hour except as provided in Article VIII, Section L.

**C. ABSENCES**

Absences from duty are classified as illness, excused absences, unexcused absences or vacation and will be so noted on Time Reports by the Public Works Manager. All absences on account of illness or disability shall be reported immediately to the Public Works Manager. In the event the Public Works Manager or General Foreman cannot be reached, then a message shall be left on the Public Works manager or General Foreman’s answering machine or if the machine is inoperative, the Borough administrator shall be notified.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough.

Any absence due to illness or disability of four (4) working days or more must be certified by a written statement from the attending physician.

**D. LEAVE OF ABSENCE**

**SECTION A.** Any employees desiring leave of absence from his employment shall secure written permission from the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, subject to the provisions of Article IX.

**SECTION B.** The employee shall not be paid for any leave of absence except bereavement unless authorized by the Borough Council. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Union or the Employer.

**ARTICLE 10  
BENEFITS**

**A. PAID HOLIDAYS**

1. New Year’s Day

2. Martin Luther King, Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day
13. Employee's Birthday

a. Employees performing duties authorized by the Public Works Manager or General Foreman on days designated as a paid holiday shall be paid double the regular rate plus holiday pay.

b. Should the Mayor, because of special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Borough Council, close the Borough Offices thereby giving time-off to personnel employed there, the employees covered by this Agreement who perform duties authorized by the Public Works Manager on said special holiday shall be paid double the regular rate plus the holiday pay.

**B. VACATIONS**

Full-time regular employees will receive vacations with pay as follows:

- |  |         |
|--|---------|
| A. After one year and through seven years            | 10 days |
| B. After seven years and through fourteen years      | 15 days |
| C. After fourteen years and through twenty-one years | 20 days |
| D. After twenty-one years                            | 25 days |
| E. After twenty-five years                           | 30 days |

Vacation selections made prior to March 22<sup>nd</sup> of the calendar year will be in seniority order.

All vacation must be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary.

All vacations must be approved by the Public Works Manager, General Foreman and/or Council member responsible for the Department.

**C. PERSONAL DAYS**

Full-time regular employees of the Public Works Department will receive four (4) personal days per year. Employees will also have the option to use a maximum of three (3) sick days as personal days per year for a total not to exceed seven (7) personal days per year.

**D. SICK LEAVE WITH PAY**

Sick leave with full pay will be granted to an employee of the Public Works Department who has permanent status and is employed on a full-time basis when the employee is unable to report for work for any of the following reasons:

1. Illness or accident to employee not arising out of the employee's course of employment.
2. Illness in employee's immediate family which requires attendance upon or in place of the ill member for three (3) consecutive days.
3. Attendance at a hospital by reason of an illness of any member of the employee's immediate family for three (3) consecutive days.
4. Discovery of a contagious disease in the employee's household.
5. The death of a member of an employee's family.

Any employee who, in accordance with the foregoing rules, is entitled to sick leave shall receive full pay for the time lost on account of said sickness or other disability up to a maximum period of time as follows:

- A. During the first calendar year of service, one working day for each month of employment.
- B. After the first calendar year of service, fifteen working days in each calendar year of employment thereafter.

- C. Any employee unable to report for work must notify the Public Works Manager or General Foreman. In the event the Public Works Manager or General Foreman cannot be reached, the absence and the reason must be placed on the manager's answering machine or in the event that machine is inoperable, must be reported directly to the Borough Administrator.

If any employee of the Public Works Department used 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 credit from year to year, not to exceed 180 days.

Unused sick leave in an amount not to exceed one hundred ten (110) days may be utilized at full pay at retirement as in one of the following two (2) manners:

1. Terminal Leave. Any employee wishing to use 110 days of accumulated sick leave immediately prior to retirement shall notify the Manager of Public Works in writing of his intention to utilize terminal leave. This notification must be made in writing no less than twenty-five (25) weeks prior to the retirement date. The Manager of Public Works, in conjunction with the Business administrator and the employee shall arrange for the proper scheduling of the commencement of leave prior to the start of the terminal leave. Employees utilizing this option will not be required to meet the standards normally required to utilize sick leave.
2. Bulk Payment. Any employee wishing to receive payment for the 110 days of sick leave immediately upon retirement shall notify the Manager of Public Works of his intention to utilize bulk payment of sick leave. This notification must be made in writing to the Manager of Public Works no later than November 1<sup>st</sup> of the year prior to the year in which the date of retirement will occur.

Barring the use of either of these options or in any other event, an employee shall provide 60 days (two months) notice in writing of the date of intended retirement to the Public Works Manager or General Foreman.

Any employee using accrued sick leave for personal, business vacations or any unapproved activity will be subject to disciplinary measures which could result in his or her termination of employment.

Any employee absent for five consecutive working days or more without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense. Any absence due to illness or disability of four (4) working days or more must be certified by a written statement from the attending physician, at the employee's expense.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limits allowed by state law.

#### **E. HEALTH BENEFITS**

Each full-time employee shall be entitled to medical and dental insurance through existing insurance plans as provided by the Borough for its other full-time employees. Employer agrees to provide Employees with a Vision Service Plan at no cost to the employee when one is provided to the remaining full-time employees of the Borough.

The Borough has the right to change the insurance carrier at any time during the life of the contract as long as the level of benefits remains equal to or better than those currently provided. This includes the previous change from Qualcare to Horizon Blue Cross Blue Shield, and the most recent change to Horizon Blue Cross Blue Shield P.O.S.

#### **F. FUNERAL LEAVE**

In the event of a death of a fellow employee of the Public Works Department, employees will be given time off and suffer no loss in pay to attend the funeral and/or burial services provided these employees return to work at the conclusion of the service.

#### **G. BEREAVEMENT LEAVE**

Full-time employees are entitled to three (3) consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, step-parent, stepchild, sibling, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

#### **H. EDUCATION**

The Employer agrees to pay for educational courses satisfactorily completed by an employee provided:

1. That any such course is job related; and

2. That attendance at any such course is approved in advance by the Public Works Manager or General Foreman and the Department of Public Works Committee of the Borough Council. It is recognized and understood by the parties hereto that disapproval of such courses may be based on, among other things, financial considerations.

**I. MILITARY SERVICE**

All military leave shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, with no loss of seniority.

**J.** Any benefits resulting from revisions to the Borough Personnel Policy will include Public Works employees.

**ARTICLE 11  
GRIEVANCE PROCEDURE**

**SECTION 1.** Any dispute involving the interpretation or application of any of the provisions of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

**STEP 1.** The aggrieved employee or employees must present the grievance in writing to the Public Works Manager or General Foreman through the Shop Steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Public Works Manager within ten (10) working days, the grievance may be appealed to Step 2.

**STEP 2.** If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to the Borough Administrator within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Administrator shall return his/her written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.

**STEP 3.** If the grievance is not resolved under Step 2 hereof, the Union's Business Representative may present the written grievance as completed under Step 2 to the Department of Public Works Committee of the Borough Council within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Department of Public Works Committee shall return its written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.



**STEP 4.** If the grievance is not resolved in Step 3 hereof, the Union may present the written grievance to the Mayor and Council at its next regularly scheduled meeting provided that at least five (5) days notice be given to Mayor and Council. The Mayor and Council shall answer the grievance in writing within then (10) calendar days after its consideration of said grievance.

**STEP 5.** If the grievance is not resolved in Step 4, the Union may submit the grievance to advisory arbitration. Selection of an arbitrator shall be accomplished by utilizing the State Board of Mediation. The arbitrator shall not change, limit or modify the agreement in whole or in part and the decision of the arbitrator shall be advisory. The cost of the arbitrator shall be borne equally by the parties.

Incremental withholding for predominantly disciplinary reasons shall be subject to mediation if the grievance process for these issues does not resolve the grievance.

**SECTION 2.** All of the time limits contained in this Article of the Agreement shall be construed as maximum periods of time and may be extended only by mutual agreement. Unless such time is extended by mutual agreement the failure of the Union and/or employees to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of said grievance.

**SECTION 3.** No reprisals of any kind shall be taken by the Mayor & Council or by any member of the administration against any party's interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

## **ARTICLE 12 MISCELLANEOUS ITEMS**

The Borough agrees to provide warm winter uniforms, one (1) winter coat every two (2) years or as needed, ten (10) pairs of pants, five (5) shirts, one (1) Carhart coverall, as needed, one orange hooded sweatshirt, and five (5) orange T-shirts to be maintained by the Borough free of charge. Furthermore, each employee shall be entitled to an allowance of \$200.00 per calendar year for the purchase of work shoes and socks.

Each employee shall receive their uniforms no less than thirty (30) days prior to the appropriate season.

## **ARTICLE 13 BULLETIN BOARD**

The Employer agrees to furnish for the sole use and benefit of the Union, an adequate and appropriate bulleting board in a conspicuous place at the place of business of the Employer. It shall be known or referred to as the Union bulletin board.

**ARTICLE 14  
UNION REPRESENTATIVES**

A. Only duly authorized representatives of the Union shall have access during working hours to the premises of the Employer or any other place of work to which bargaining unit employees are assigned and shall be permitted to make inspection of membership cards of all employees and the Employer's payroll records of the unit covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regard to any matter connected with the terms of this Agreement. Notice of inspection by authorized representatives to make the inspections provided herein must first be announced to the Public Works Manager or General Foreman of the Department of Public Works, who may then determine an adequate and convenient time for the exercise of these functions.

B. The President, Secretary-Treasurer, or their duly authorized representatives so designated in writing shall be the representatives of the Union and no other person or persons.

C. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

**ARTICLE 15  
SHOP STEWARD**

A. There shall be at all times one shop steward designated by the Union and one alternate shop steward designated by the Union, authorized to act in the absence of the shop steward. All references herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.

B. Shop Steward shall suffer no loss of pay for the time spent during working hours in the performance of his duties, provided the Public Works Manager or General Foreman has approved his deviation from his work in advance. The Public Works Manager or General Foreman shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The Employer shall recognize an employee as Shop Steward only after having received written notice of his/her selection or designation by the Union. Under no circumstances shall the Shop Steward be discriminated against by the Employer.

C. The authority of the Shop Steward and Alternate Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers; provided such messages and information (a) have been reduced to writing; or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
4. The representation, at the request of any employee covered hereunder, in discussion initiated by the Public Works Manager or General Forman, concerning the work performance of said employee, or any other matter in which an employee feels he/she needs such representation, subject to paragraph B above.
5. Any abuse of the provisions of paragraph C4 above, by the Shop Steward shall, in the first instance be discussed with a representative of the Local Union

D. Neither the Shop Steward nor any shop committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slowdown or stoppage in the place of business of the Employer nor order the discharge of any employee.

E. The Employer and the Union recognize these limitations upon the authority of the Shop Steward and the Alternate Shop Steward. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE 16 AGENCY SHOP**

The Borough and the Union agree that the Borough shall deduct the sum of up to 85% of the rate of the Union dues from each and every non Union Member of the bargaining unit

represented by the Union and shall remit this agency shop fee to the Union on a monthly basis no later than the 15<sup>th</sup> of each month. The Union shall notify the Borough of the amount of the agency fee.

**ARTICLE 17**  
**CHECKOFF OF UNION DUES AND CREDIT UNION**

A. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee and assessment of each new member. Written notice must be sent by the Union Secretary-Treasurer to the Employer advising the Employer of the amount of the monthly Union dues, initiation fee and assessment.

B. The said deductions shall be made on the 15<sup>th</sup> and last pay day of each and every month. All monies so deducted shall be remitted to the Union, together with a duplicate list of the employees whose dues, initiation fees and assessments have been deducted, by the tenth (10<sup>th</sup>) day and no later than the fifteenth (15<sup>th</sup>) day of the following month.

C. The Employer will accept a signed authorization from any employee covered by this agreement, directing the Employer to deduct from the wages of said employee regular weekly Credit Union deductions and remit to Aspire Federal Credit Union 67 Walnut Ave., Suite 401, Clark, NJ, 07066.

D. The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to it. Neither the Employer nor any of its officials and employees shall be liable for any delay in carrying out such deductions, and upon forwarding a check in the payment of such deductions by mail to the Union's last known address, the Employer and its officials and employees shall be released from all liability to, the employees for whom deductions are made and to the Union.

**ARTICLE 18**  
**NO STRIKE**

The parties agree to settle any differences through the grievance procedure. There shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action including discharge against any employees participating in a violation of the provisions of this Article.

**ARTICLE 19  
WAGES**

**A. SALARY GUIDE**

<b><u>Workers</u></b>	<b><u>2009(3.5%)</u></b>	<b><u>2010 (3.5%)</u></b>	<b><u>2011 (3.5%)</u></b>	<b><u>2012 (3.5%)</u></b>
<b>Probationary</b>	\$32,470	\$33,606	\$34,783	\$36,000
<b>Grade 1</b>	\$37,284	\$38,589	\$39,939	\$41,337
<b>Grade 2</b>	\$39,806	\$41,199	\$42,641	\$44,134
<b>Grade 3</b>	\$42,695	\$44,189	\$45,736	\$47,336
<b>Grade 4</b>	\$44,738	\$46,304	\$47,924	\$49,602
<b>Grade 5</b>	\$47,384	\$49,043	\$50,759	\$52,536
<b>Grade 6</b>	\$49,068	\$50,786	\$52,563	\$54,403
<b>Grade 7</b>	\$51,953	\$53,771	\$55,653	\$57,601
<b>Grade 8</b>	\$54, 023	\$55,914	\$57,871	\$58,896

<b><u>Mechanics</u></b>	<b><u>2009 (3.5%)</u></b>	<b><u>2010 (3.5%)</u></b>	<b><u>2011 (3.5%)</u></b>	<b><u>2012 (3.5%)</u></b>
<b>Grade 1</b>	\$42,092	\$43,566	\$45,090	\$46,669
<b>Grade 2</b>	\$44,739	\$46,305	\$47,925	\$49,603
<b>Grade 3</b>	\$49,308	\$51,034	\$52,820	\$54,669
<b>Grade 4</b>	\$56,142	\$58,106	\$60,140	\$62,245
<b>Grade 5</b>	\$60,497	\$62,614	\$64,806	\$67,074
<b>Grade 6</b>	\$62,567	\$64,757	\$67,023	\$69,369

**B. LONGEVITY**

After completion of each fifth year of service to the Borough, longevity payments shall be paid annually as follows:

\$1,000.00	6-10 years
\$1,500.00	11-15 years
\$2,000.00	16-20 years
\$2,500.00	21-25 years
\$3,000.00	26+ years

C. Personnel evaluations for incentive raises and/or step increases will be made during the month of October of each year for the following year's salaries. Evaluations shall be submitted for review by the employee and the Union. Recommendation will subsequently be presented to Borough Council for approval no later than the first regularly scheduled Council meeting in November of the same year.

**ARTICLE 20  
GRADES AND SCHEDULE OF STEP INCREASES**

**A.**

<u>Worker's Grades</u>	<u>Years Between Grades</u>
Probationary	6 Months
Grade 1	18 Months
Grade 2	2 Years
Grade 3	2 Years
Grade 4	2 Years
Grade 5	2 Years
Grade 6	2 Years
Grade 7	2 Years
Grade 8	

**B.**

**Mechanic Grades    Years Between Grades**

Grade 1	2 Years
Grade 2	2 Years
Grade 3	2 Years
Grade 4	2 Years
Grade 5	2 Years
Grade 6	

**C.** Employees shall be promoted to the next grade after serving the required time in their current grade unless, in the judgment of the Manager of Public Works, the employee's performance does not merit promotion. For employees hired on or after January 1, 1997, for service in the Department of Public Works, promotion shall take place in the first full month following the employee's service anniversary. All employees hired before January 1, 1997 shall have promotions take place on January 1 of their appropriate year. This process shall continue during the subsequent years of service until the maximum step is achieved. If a promotion is denied, the Manager of Public Works shall provide the employee with a copy of the evaluation at least thirty (30) days prior to the employee's anniversary date. All evaluations shall be subject to review by the, employee, the Union and the Manager of Public Works. The employee may appeal the denial through the grievance procedure. Grade step withholding for predominantly discipline reasons shall be subject to mediation if the grievance process for these issues does not resolve the grievance. The burden of proof showing the actions of the staff member resulting in the grade step withholding shall be on the part of the Mayor and Council, but if that burden of proof is sustained then the decision to withhold the grade step shall be upheld.

**ARTICLE 21  
RETROACTIVITY**

All terms of this agreement, including wages, will be retroactive to January 1, 2009.

**ARTICLE 22  
DURATION**

This agreement shall be in full force and effect from January 1, 2009 through December 31, 2012.

**ARTICLE 23**  
**MODIFICATION OF AGREEMENT**

Except as otherwise provided herein; all rights, privileges, benefits and existing Borough ordinances which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement.

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

Any modification must be in writing duly executed by an authorized agent of the, Employer and by the President or Secretary-Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a Union negotiating committee, such committee not to exceed two (2) in number.



**IN WITNESS WHEREOF**, the parties have hereunto affixed their Signatures.

**BOROUGH OF SHREWSBURY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**TEAMSTERS LOCAL 177**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_