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Contract no. 276

15-13

INSTITUTE OF MANAGEMENT LIBRARY
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RUTGERS UNIVERSITY

AGREEMENT

between

TOWNSHIP OF LACEY

Ocean County, New Jersey

and

~~XXXXXXXXXX~~ LOCAL NO. 97 OF NEW JERSEY, IBT

January 1, 1989 through December 31, 1991

Prepared by:

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PREAMBLE

THIS AGREEMENT made this 6th day of November , 1989, by and between the TOWNSHIP OF LACEY in the County of Ocean, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township," and TEAMSTERS LOCAL NO. 97 OF NEW JERSEY, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereon to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement:

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION, DUES CHECK-OFF, AGENCY SHOP

- A. The Township recognizes the Union as the exclusive representative, as certified on December 28, 1978, by the New Jersey Public Employment Relations Commission, for the purpose of collective negotiation with respect to the terms and conditions of employment of all blue collar employees employed by Lacey Township, Ocean County, New Jersey but excluding police, managerial executives, professional and craft employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968 and all other employees of the Township.
- B. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with State Statutes) the Township agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall remit within fourteen (14) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice thirty (30) days prior to the effective date of such change.

- D. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer or her designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

- E. The Township will furnish the Secretary-Treasurer of the Union with the address, birth date, classification and rate of pay of all new employees and of all removals of employees from the Township's payroll.

- F. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join 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) days of reentry 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 up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union.

- G. 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 Township. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE II

MANAGEMENT

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

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and

discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

- B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under N.J.S.A. 11, 40 and 40A, or any other national state, county or local laws or ordinances.

ARTICLE III
MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under

the circumstances, and to bring about compliance with its order.

- D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

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

ARTICLE IV

STEWARDS

- A. The Township recognizes the right of the Union to designate two (2) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

- B. The authority of Stewards and alternates 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 the collective bargaining Agreement.
 - 2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

ARTICLE V

BLUE COLLAR WORKERS HOURS

A. The normal workday is eight (8) hours, excluding a 45 minute unpaid lunch period. (Fifteen (15) minutes of the lunch period are on paid time; the workday is not extended.) The lunch period will be 45 minutes in duration. There will be two (2) 15-minute coffee breaks, one in the A.M. and one in the P.M. All coffee breaks will be taken in the vicinity of the job site (i.e., not going across town to get coffee). Abuse of this will result in disciplinary action.

- B. 1. The normal workday starts at 7:00 a.m. and ends at 3:30 p.m. The normal workweek is 40 hours, Monday through Friday. All work after or other than these hours shall be considered as overtime work and shall be paid as such.
2. Time and one-half (1-1/2) a person's hourly salary to be paid for each hour worked after a normal workday or workweek or on Saturday.
3. Double time will be paid after 12 continuous hours of work.
4. Double time shall be paid for work on Sundays.

C. Building Maintenance Workers:

1. Effective January 1, 1990 one employee assigned to the Maintenance of the Municipal Building may be scheduled,

by the Township Administration, as needed for any eight (8) consecutive hours during a 24 hour period.

2. No employee hired prior to July 15, 1989 shall be assigned to such a schedule.
3. Except for the time schedule such employees shall work a 40 hour work week and be covered by paragraph A above. Overtime at 1 1/2 times shall be paid for work over 40 hours and double time shall be paid for work over 12 consecutive hours.

ARTICLE VI

EMERGENCY CALL-IN TIME

- A. All employees will be paid a minimum of two (2) hours minimum call-in pay at time and one-half (1-1/2) his or her hourly pay for work on regular workdays and Saturdays.
- B. Whenever an employee works during an emergency situation (i.e., snow storm, hurricane, other disaster, etc.) said employee shall be entitled to a meal allowance as follows:
1. If the employee continues to work during an emergency in excess of the normal workday, a meal allowance will be given at the second overtime hour and every four hours thereafter.
 2. If the employee is called in to work during an emergency, a meal allowance will be given at the fourth hour and every four hours thereafter.
 3. If the employee is called in to work three (3) or more hours prior to the start of his/her regular shift s/he shall be entitled to reimbursement for breakfast as indicated below in Section 4.
 4. Employees will be reimbursed for meals on a voucher basis in accordance with the below schedule. The employee shall submit receipts for all meals claimed. The maximum amount to be paid an employee for meal reimbursement is as follows:

4:00 a.m. - 11:00 a.m.	Breakfast	\$4.00
11:00 a.m. - 5:00 p.m. and 10:00 p.m. - 4:00 a.m.	Lunch	\$6.00
5:00 p.m. - 10:00 p.m.	Dinner	\$8.00

ARTICLE VII

HOLIDAYS

A. The following are recognized as Holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Labor Day	

B. Each full-time regular employee will receive his or her regular salary for any holiday on which she is not required to work. If any employee is requested or required to work on a holiday, she shall receive holiday pay plus double time for the hours worked.

ARTICLE VIII

LEAVES

A. Bereavement

1. All employees shall receive up to three (3) days leave with pay in the event of a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, in-law, grandparent, or a relative living in the same household, and all employees shall receive one (1) day leave with pay in the event of the death of an aunt or uncle: such leave being separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.
2. All leave must be taken within seven (7) days of burial.
3. Proof of death may be requested and, if so, must be submitted.

B. Personal Leave

1. (a) All permanent employees shall be granted up to three (3) days leave with pay per year for personal reasons. This leave shall not accumulate from year to year.
- (b) A request for the use of a personal day must be submitted to the employee's supervisor no later than

three (3) days before the day requested, unless the request is as a result of an emergency. The supervisor shall make every effort to grant the particular day requested in keeping with the manpower needs of the Public Works Department.

(c) The use of personal days under this article may not be in conjunction with vacation or holidays.

(d) The use of Administrative Leave Day earned as a result of the Sick Leave section may be used in any way by the employee so long as the notice requirement to the supervisor in this article is observed.

C. Jury Duty

1. Should an employee be obligated to serve as a juror, she/he shall receive full pay from the Township for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Township. Employees shall not volunteer for jury duty.
2. It is understood that a person summoned to jury duty must appear in court and can only be excused by the court.
3. In order to receive the time off under this section, an employee must present the notice of jury duty or subpoena upon receipt of same.

D. Sick Leave 4:1-16, 17 (Civil Service Rules)

1. Sick leave shall be defined as absence of an employee from post or duty because of illness, accident or exposure to contagious disease. An employee shall not be eligible for sick leave under this agreement if the accident or injury suffered which causes the request for sick leave is caused while the employee is being employed by a company or organization other than the Township of Lacey.
2. During the first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one day for each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to 15 sick days. Such sick days shall accumulate from year to year to be used if and when needed by the employee.
3. If an employee is absent for reasons that entitle him/her to sick leave his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
 - (a) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation under N.J.A.C. 4:1-16.14.

4. The Township may require proof of illness from the employee on sick leave where such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.
5. When an absence due to illness does not exceed two (2) consecutive working days, normally, the employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of two (2) consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the

employee to be examined by the Township physician and certified as fit for duty before returning to work.

6. An absence due to illness on a day preceding or following a paid holiday or vacation may require a written statement from the attending physician in order for said employee to return to work.
7. An employee who has been absent on sick leave for periods totalling fifteen (15) days in any one calendar year consisting of periods of less than five (5) days shall have his sick leave record reviewed by the Township Administrator and, thereafter, the employee may be required to submit acceptable medical evidence for any additional sick leave in that year at the employee's expense. In cases where such illness is of a chronic or recurring nature requiring recurring absences of one day or less, the Township Committee may only require one certificate for period to cover six (6) months.
8. In cases where an employee is using sick time for a death in the immediate family in excess of the time allowed for under the Bereavement Clause, the Township may require reasonable proof.
9. The Township Committee may grant leaves of absence without loss of pay.
10. (a) Upon retirement after twenty (20) years of employment with the Township, employees shall be

paid for accrued sick leave days up to the following maximum amount :

1989 - \$13,000

1990 - \$14,000

1991 - \$15,000

(b) An employee planning on retiring from the Township's employ must notify the Township no later than January 15 of the year in which she intends to retire so as to receive the benefits under this section in that calendar year. In the event the employee does not give notice prior to January 15 in the year of retirement, the benefits provided for in this section shall be paid in the following calendar year.

11. Payments which an employee receives under provisions of Workmen's Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments.

12. Employees unable to report to work because of illness or injury and who have notified their supervisor in accordance with this Article shall be responsible for notifying their superiors as to their place of confinement or of any subsequent change in their place of confinement. If an employee is unable to report such or if there is a change, some person shall notify the

supervisor on behalf of the employee with all the pertinent information.

13. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when employees:

(a) feign illness or injury;

(b) violate any provisions concerning the reporting of sickness or injury.

14. The least amount of time chargeable against sick leave is one-half (1/2) day.

E. Military or National Guard Duty

The Township agrees to provide all employees with military leave in accordance with Federal and State statutes.

F. Administrative Leave

1. Employees' sick days as accumulated are to be posted six (6) months on the appropriate bulletin board.

2. If an employee has worked any six (6) consecutive months without using a day of leave for sick leave, said employee shall receive one additional Administrative day. An employee can only begin to accumulate an additional six (6) months after one complete six-month cycle has taken place.

3. The additional Administrative day must be used within the next six-month period or be lost.

4. It shall be the responsibility of the employee to notify his/her supervisor when this additional Administrative day has been earned.
5. After confirming that the employee has not used any sick leave for six (6) consecutive months, the supervisor shall inform the Township Administrator of that fact and the employee shall be granted an additional leave day. Such Administrative leave days shall be in accordance with the needs of the Township and shall not be unreasonably denied. Such leave shall be requested in accordance with the section on personal leaves.

G. **Court Appearance**

Any employee who is called to appear before a court, not in connection with his/her official duties, shall be entitled to receive his/her regular pay, less witness fees, for the period of time in which s/he is officially before the court even if said time is for the purpose of obtaining an excuse from said appearance.

ARTICLE IX
VACATION TIME

- A. Every permanent employee shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:
1. Up to one year of service, one (1) working day vacation for each month of service;
 2. After one year and up to three years of service, twelve (12) working days vacation;
 3. After three years and up to six years of service, fifteen (15) working days vacation;
 4. After six years and up to eight years of service, nineteen (19) working days vacation;
 5. After eight years of service, twenty (20) working days vacation.
- B. A request for employees to select vacation time shall be posted no later than the third Monday in March. Selections must be made in accordance with the directions of the Township Administrator or his designee. Employees shall be notified of approval/disapproval no later than the second Monday in April. It is understood that vacation time is approved in accordance with the needs of the Township.

C. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year on which the separation or retirement becomes effective.
2. Whenever a permanent employee dies, having to his or her credit any annual vacation leave, there shall be calculated and paid to the estate a sum of money equal to the compensation figured on the employee's salary rate at the time of death.

D. Vacation time shall not accumulate and must be taken in the year acquired unless specific authorization is received from the Township Committee or its designee to carry that vacation time to the following year.

ARTICLE X
DISCRIMINATION

- A. Neither the Township nor the Employee's Union shall discriminate against any employee by reason of race, creed, sex, age, color, political affiliation, religion, national origin, or association activity.
- B. Where the word "he" is used in the Agreement, it shall mean both sexes.

ARTICLE XI
RIGHTS AND PRIVILEGES OF THE UNION

The Union has the use of the bulletin boards and mailboxes to contact members of the Union.

ARTICLE XII
PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file after proper request to their Supervisor. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his or her personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. Employee signature signifying knowledge of these documents shall be required.

ARTICLE XIII

UNIFORMS, TOOLS, TRAINING

A. Uniforms

1. The Township will provide each permanent employee with a clothing allowance of \$500.00 for all clothing including work and/or safety shoes, and rain gear.
2. The entire clothing allowance shall be paid to the employee in April of each year.
3. Employees failing to wear the work and/or safety shoes or a uniform with the Township name patch (see #7 below) while on duty shall result in disciplinary action.
4. The Township will continue to supply work gloves as needed.
5. The Township will continue to supply carharts, as in the past, on an as needed basis.
6. (a) Mechanics shall receive one (1) extra set of uniforms at the Township's expense.
(b) Mechanics' uniforms shall be cleaned at the Township's expense.
7. The Township shall provide, and the employee shall wear, a Township name patch with the employee's first name and/or employee number, on all shirts, jackets or coveralls worn as part of the uniform.

B. Tools

The Township will provide one set of tools for general use by employees of the Department of Public Works as needed in the opinion of management. Mechanics shall continue to provide their own tools for mechanical work on Township vehicles.

C. Training

No later than January 1, 1990 the Township shall establish an employee on the job training program to allow interested employees an opportunity to learn how to operate specialized equipment. On a trial basis during the first year, each employee shall have the option to receive instruction in the next highest salary category title. Thereafter, this schedule or a modification shall be in place for the following years.

ARTICLE XIV

SAFETY AND HEALTH

The Township will provide a clean, safe and healthy place to report to work, clean bath facilities with hot and cold running water, toilets and clean and safe equipment to work with.

ARTICLE XV

**MEDICAL BENEFITS, PRESCRIPTION AND DENTAL PLAN
AND STATE DISABILITY INSURANCE**

- A. 1. The Township shall provide to each present member covered under this Agreement full health and medical benefit coverage as is currently in existence, extended to the entire family of the employee, including spouse and all unmarried and unemancipated children, whether natural born or adopted, and any step-children who have not yet attained the age of twenty-three years and are actually members of the employee' she/he immediate household.
2. For new hires after September 1, 1986, at the Township's option alone, and not subject to the Grievance Procedure of this Agreement, all benefits in this Section A may be limited to the employee only. Exceptions to the above are noted below.
- B. The Township shall provide state disability insurance to the employee with the cost to be shared equally by the Township (50%) and the employee (50%) as provided by law.
- C. The Township shall provide a prescription drug plan for all employees covered under this Agreement as per the plan now in effect in accordance with paragraph A above.

D. The Township shall maintain Dental/Vision coverage for all employees covered under this Agreement with the Teamsters Local 97 of New Jersey Welfare Fund, at a cost to the Township not to exceed twenty-seven (\$27.00) dollars per month per employee for 1989; twenty-eight (\$28.00) dollars per month per employee for 1990; twenty-nine (\$29.00) dollars per month per employee for 1991.

E. 1. The Township shall provide, to the employee only, an annual physical eye examination at a cost to the Township not to exceed thirty (\$30.00) dollars.

2. The Township shall provide each year, to those employees who wear prescription glasses, one eyeglass frame of industrial quality meeting FDA specifications at a cost to the Township not to exceed twenty-eight (\$28.00) dollars; and one set of industrial impact resistance lenses meeting FDA specifications at a cost to the Township not to exceed twenty-eight (\$28.00) dollars for single vision lenses and fifty-one (\$51.00) dollars for bifocal lenses.

F. Employees covered under this Agreement who have had twenty-five years or more vested in the Public Employees' Retirement System shall, upon their retirement from the Township's employ, be entitled to have the Township pay the premium charges for the full medical benefits listed herein.

G. The Township reserves the right to change insurance carriers and/or self insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to employees of the bargaining unit.

ARTICLE XVI

GRIEVANCES

- A. For the purpose of this Agreement, the term "Grievance" means any difference or dispute between the Township and the Union or between the Township and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.
- C. The procedure for settlement of grievances shall be as follows:

Step 1: The aggrieved employee shall discuss the problem with the Union Steward and Department Head who shall attempt to settle the problem within five (5) working days from the time it was first presented.

Step 2: If the grievance is not resolved at Step 1, within two (2) days of the meeting, it shall be reduced to writing by the aggrieved employee and one copy immediately furnished to the Township Administrator and one copy to the Department Head. The Department Head and Chief Steward shall meet and

attempt to solve the problem within five (5) working days from the time it was presented.

Step 3: Failing to find a mutually satisfactory solution in Step 2, a meeting shall be arranged between the Grievance Committee of the Union and the Township Administrator with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

D. Failure to act within the time periods set forth in either Step 1 or Step 2 shall be deemed an abandonment of the grievance by the employee and the Union.

E. Employees shall have the right to process their own grievance provided that a representative of the Union is present and provided that any agreement reached with an employee is not violative of this Agreement.

F. **Township Grievance**

A grievance initiated by the Township shall be filed directly with the Union within ten (10) working days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within ten (10) working days after the filing of a grievance between representatives of the Township and the Union, in an earnest effort to adjust

the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days after such meeting, either party may file within ten (10) working days thereafter for arbitration.

G. Arbitration

1. If an employee/Union or Township initiated grievance is not settled under the above outlined procedure, such grievance shall at the request of the Union or Township be referred to the Public Employment Relations Commission (PERC) or to the State Board of Mediation for the selection of an Arbitrator according to its rules.
2. Only one (1) issue may be submitted before an Arbitrator at any time unless this requirement is waived.
3. The decision of the Arbitrator shall be in writing and is final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.
4. All submissions to arbitration must be within thirty (30) calendar days of the last decision.
5. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties as negotiated and reduced to writing under this Agreement.

ARTICLE XVII

PROMOTIONS AND TRANSFERS

- A. For the purpose of this Article, a promotion shall be defined as any change from one job to another job in a higher wage rate range whether or not an immediate change in rate of pay takes place.

- B. When an opportunity for promotion arises within the bargaining unit, the Employer shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In selecting an employee for the job, seniority and qualifications shall be given consideration where allowed by Civil Service rules.

- C. An employee promoted to a higher rated job shall be allowed a thirty (30) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, she shall be returned to the former job. If an employee should be absent for three or more days during the 30-day probationary period, then that probationary period shall be extended, at the Township's option, for the number of days of employee's absence.

- D. If the Employer is unable to fill the job from within the bargaining unit, it may hire from the outside.

- E. Any employee who works at a job with a higher rate of pay for more than eight (8) consecutive hours shall commence receiving the higher rate of pay for the ninth hour and any consecutive hours thereafter.

- F. Any employee promoted to or temporarily transferred to a position with a higher rate of pay shall receive the current rate as indicated in the increment schedule of the higher rated position.

ARTICLE XVIII

COMPENSATION

- A. The annual salary increases during the term of this contract will be 6.5% in 1989 (retroactive to January 1, 1989); 7.0% in 1990; and 7% in 1991.
- B. Whenever an employee is hired s/he shall receive the starting salary for a 90 day period, after which s/he shall move to step I of the salary guide for the remainder of the calendar year. If an employee is promoted or changes title, s/he shall be placed on the same step on the salary guide that s/he is presently on.
- C. Employees hired prior to January 1, 1983 will be paid in accordance with the following schedule:

	<u>Top of Range</u>		
	<u>1989</u>	<u>1990</u>	<u>1991</u>
Dispatcher	\$20,438	\$21,869	\$23,400
Building Maintenance Worker	25,261	27,029	28,921
Truck Driver	25,261	27,029	28,921
Building Maintenance Repairer	25,643	27,438	29,359
Sweeper Operator	25,773	27,577	29,508
Heavy Equipment Operator "B"	27,687	29,625	31,699
Heavy Equipment Operator "A"	26,162	27,993	29,953
Mechanic's Helper	25,773	27,577	29,508
Mechanic	26,915	28,799	30,815
Senior Mechanic	27,516	29,443	31,504

D. 1. Employees hired after January 1, 1983 will be paid in accordance with the following schedules:

	<u>1989</u>				
	<u>Start</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Dispatcher	\$12,575	\$15,119	\$15,973	\$16,828	\$17,682
Laborer	14,500	17,434	18,840	20,247	21,660
Building Maintenance Worker	15,152	18,217	20,088	21,958	23,830
Truck Driver	15,152	18,217	20,088	21,958	23,830
Building Maintenance Repairer	15,618	18,777	20,582	22,386	24,191
Sweeper Operator	16,180	19,453	21,073	22,693	24,314
Heavy Equipment Operator "B"	17,330	20,835	22,118	23,399	24,680
Heavy Equipment Operator "A"	17,330	20,835	22,597	24,359	26,119
Mechanic's Helper	15,152	18,217	19,018	19,820	20,622
Mechanic	17,885	21,503	22,800	24,660	25,392
Senior Mechanic	-----	22,036	23,332	25,193	25,924
Mason	17,885	21,503	22,800	24,660	25,392

D.2

	<u>1990</u>				
	<u>Start</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Dispatcher	\$12,575	\$16,177	\$17,091	\$18,006	\$18,920
Laborer	14,500	18,654	20,159	21,664	23,176
Building Maintenance Worker	15,152	19,492	21,494	23,495	25,499
Truck Driver	15,152	19,492	21,494	23,495	25,499
Building Maintenance Repairer	15,618	20,091	22,023	23,953	25,885
Sweeper Operator	16,180	20,815	22,548	24,282	26,016
Heavy Equipment Operator "B"	17,330	22,293	23,666	25,037	26,408
Heavy Equipment Operator "A"	17,330	22,293	24,179	26,064	27,947
Mechanics Helper	15,152	19,492	20,349	21,207	22,065
Mechanic	17,885	23,009	24,396	26,386	27,169
Senior Mechanic	-----	23,578	24,965	26,956	27,739
Mason	17,885	23,009	24,396	26,386	27,169

D.3

1991

	<u>Start</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Dispatcher	\$12,575	\$17,309	\$18,287	\$19,266	\$20,244
Laborer	14,500	19,960	21,570	23,180	24,799
Building Maintenance Worker	15,152	20,856	22,999	25,140	27,284
Truck Driver	15,152	20,856	22,999	25,140	27,284
Building Maintenance Repairer	15,618	21,498	23,565	25,630	27,697
Sweeper Operator	16,180	22,272	24,127	25,981	27,837
Heavy Equipment Operator "B"	17,330	23,854	25,323	26,790	28,257
Heavy Equipment Operator "A"	17,330	23,854	25,872	27,888	29,904
Mechanic's Helper	15,152	20,856	21,773	22,692	23,610
Mechanic	17,885	24,619	26,103	28,233	29,071
Senior Mechanic	-----	25,229	26,713	28,843	29,681
Mason	17,885	24,619	26,103	28,233	29,071

E. Promotion of Post-1983 Employees.

Effective January 1, 1989, post-1983 employees who are promoted shall be phased-in to the pre-1983 salary for the new position as follows:

1. On the next January 1st or July 1st, whichever is sooner, following one (1) full year of satisfactory performance from the date of appointment in the new position and having successfully passed the appropriate Civil Service Examination and been certified, the pre-1983 salary shall be the appropriate salary for that employee.
2. Except for those employees first promoted between January 1, 1989 and the date of signing of this Agreement, these procedures shall not be retroactive.
3. All of the above procedures must be completed prior to movement to the new salary.
4. The Township is not liable for delay in the scheduling of exams by Civil Service.

ARTICLE XIX

LONGEVITY

A. Longevity pay will be given to all permanent Civil Service Employees with more than four years continuous full-time service, on the anniversary date of his/her permanent appointment.

5 years to 9 years	-	2% per year
10 years to 14 years	-	4% per year
15 years to 19 years	-	6% per year
20 years to 24 years	-	8% per year
25 years and up	-	10% per year

B. Any person retiring during the course of the year will receive longevity on a monthly pro-rated basis. The same procedure will be followed in case of death.

ARTICLE XX

DISCIPLINE

- A. The Township shall not discipline any member of the Public Works Department without just cause.
- B. All disciplinary action taken by the Township will be in one or more of the following formats:
1. Informal, private, or oral reprimand by the supervisor or his designee;
 2. A written memorandum of censure by the supervisor or his designee with copies to the Township Administrator;
 3. A confidential letter of admonition from the Township Administrator or the Township Committee with copies to the employee's supervisor and to the employee's personnel file;
 4. Suspension from duty without pay not to exceed five (5) working days by action of the supervisor;
 5. Suspension from duty without pay taken by action of the Township Committee or the Township Administrator;
 6. Demotion by action of the Township Committee. Demotion shall include but not be limited to a change in job title and/or a loss of pay;
 7. Dismissal from the Township's employ by action of the Township Committee.

- C. Nothing shall require the Township to take disciplinary action in the order of appearance in this article so long as the action taken is related to the severity of the offense determined to have occurred.

- D. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personal history file and may be viewed in accordance with the terms of this Agreement.

- E. Newly hired probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said employee.

ARTICLE XXI

PROBATIONARY EMPLOYMENT

Any individual newly hired in the Township's employ shall be considered a probationary employee for a period not to extend beyond 90 days. While it is the intent of the Township to treat all employees in a fair and equitable manner, it is understood that the terms of this Agreement, in particular the grievance procedure, are not available to an employee during this probationary period.

ARTICLE XXII
ON THE JOB INJURY

- A. All accidents shall be reported immediately to the employee's supervisor.

- B. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.

ARTICLE XXIII
NOTIFICATION

All correspondence to the Union regarding the interpretation of and with reference to this Agreement shall be addressed to the President of the Union, located at 857 Mount Prospect Avenue, Newark, New Jersey.

ARTICLE XXIV

RESIGNATION

- A. Any employee who wishes to resign in good standing should give the Township at least two (2) weeks prior written notice. The two (2) weeks notice shall not include earned annual vacation time where applicable.

- B. No resignation shall become effective until it is accepted by the Township Administrator.

- C. Any employee who does not submit his or her resignation in compliance with the provisions of this subsection, or whose resignation is not approved, or who is absent from work for a period of five (5) working days without notifying the Department Head of the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.

- D. Any employee who resigns in good standing, shall be paid a pro rata share of those vacation days earned for that year.

- E. Any employee who dies while in the employment of the Township shall have his survivors compensated for all unused vacation time for the year of employment.

ARTICLE XXV

TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from January 1, 1989 through December 31, 1991.

- B. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as ninety (90) days notice is given prior to the annual expiration date.

- C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVI
FULLY BARGAINED CLAUSE

A. **Completeness of Agreement**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. **Severability Clause**

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the illegal clause.

IN WITNESS WHEREOF, the parties have by their duly-authorized representatives set their hands and seals this *Nov 6* day of 1989.

TEAMSTERS LOCAL NO. 97 OF
NEW JERSEY

By: *Arnold Lons*
President

TOWNSHIP OF LACEY
By: *Chris Connors*
Mayor Chris Connors

ATTEST:

Richard DeTrause
Secretary-Treasurer

Row J. [unclear]

William Duncan Jr.
Peter G. Bonchert

ATTEST:

Marie S. Pellecchia
Township Clerk