

Contract no. 1220

A G R E E M E N T

Between

TOWNSHIP OF MINE HILL
MORRIS COUNTY, NEW JERSEY

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 102
OFFICE PERSONNEL

January 1, 1991 through December 31, 1992

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PREAMBLE

This Agreement entered into this day of , 1991,
by and between the TOWNSHIP OF MINE HILL, in the County of Morris,
New Jersey, a municipal Corporation of the State of New Jersey,
(hereinafter called the "Township"), and the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 102, (hereinafter called "Union"),
represents the complete and final understanding on all bargainable
issues between the Township and the Union.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Union as the exclusive
negotiating agent for all full-time employees employed by the
Township as Office Personnel, but excluding managerial executives,
confidential employees, professionals and supervisors.

New employees shall acquire seniority after a 90-day trial
period. After acquiring seniority, they shall be entitled to the
full benefits of this contract. Prior to the ninety (90) days,
Management reserves the right to lay-off employee, for any reason,
without union review.

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ARTICLE II
NEGOTIATION PROCEDURES

A. 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Union is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced in writing, shall be adopted by appropriate Resolution of the Township, and shall be signed by the Township and the Union. The signature by the Union of the Contract shall be pursuant to authorization received from the membership, and the Township reserves the right to request proof of authorization of the membership before appending its signature to any Agreement.

2. The Union shall submit its total contract proposals to the Township and the Township shall submit its proposals to the Union not later than October 15th of the calendar year preceding the expiration of this Agreement, and such submission of proposals shall constitute the opening of formal negotiations.

The township reserves the right to present proposals of its own as well as counter-proposals to those presented by the Union; such proposals shall be presented to the Union in writing.

3. All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties and when the parties mutually determine that a meeting shall be scheduled.

4. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matters in dispute without undue delay in the course of negotiations, that each side shall normally limit its negotiating committee to not more than four (4) members, but not including counsel to either party. In the event that the governing body determines that it wishes to sit as a committee of the whole in one (1) or more negotiating sessions, it may do so notwithstanding the above limitations.

5. The parties agree that during the period of negotiations and prior to reaching an Agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares an Impasse.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by an employee that, as to him there has been inequitable, improper, or unjust application, interpretation, or violation of this Agreement.

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2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Employee" is defined as a full-time employee and a member of the Union.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions so that problems which may from time to time arise affecting employees of the Township of Mine Hill, are solely restricted to the terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

The procedure shall be as follows:

1. An aggrieved person shall notify the Department Head in writing of the nature of the grievance within ten (10) days of the event giving rise to the grievance. Within five (5) days of receipt of the notice, the Department Head shall meet with the aggrieved person and attempt to adjust or render his decision in writing within five (5) days after such meeting.

2. If the grievance is not resolved to the satisfaction of the aggrieved person, he may present the grievance to the Municipal Administrator in writing within ten (10) days after

receipt of the decision of the Department Head. The notice shall set forth the nature of the grievance and the reasons he is dissatisfied with the decision of the Department Head. The Municipal Administrator shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Municipal Administrator shall render his decision in writing within ten (10) days after such meeting. →

3. If the grievance is not resolved to the satisfaction of the aggrieved person, he may present the grievance to the Township Mayor and Governing Body in writing within ten (10) days after receipt of the decision of the Municipal Administrator. The notice shall set forth the nature of the grievance and the reasons his is dissatisfied with the decision of the Municipal Administrator. The Township Mayor and Governing Body shall arrange to meet with the aggrieved person in an attempt to adjust or resolve such grievance. The Township Mayor and Governing Body shall render its decision in writing within ten (10) days after such meeting.

4. If such grievance is not resolved to the satisfaction of the aggrieved person, he may within fifteen (15) days after receipt of the Township Mayor and Governing Body's decision, notify the Municipal Administrator in writing that he wishes to take the matter to binding arbitration.

(a) Within ten (10) days after service of such written notice of submission to arbitration, the Municipal

Administrator and the aggrieved person shall select a mutually acceptable arbitrator according to the rules and procedures of the New Jersey Board of Mediation. However, no arbitration shall commence within thirty (30) days of the Municipal Administrator's decision.

(b) The arbitrator selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Municipal Administrator and aggrieved person and shall be binding on all parties.

(c) All the costs of the arbitration, including the costs for services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Township and the aggrieved employee.

5. Notwithstanding the foregoing, in the event the Township has no Municipal Administrator at the relevant time, the foregoing provisions relating to the Municipal Administrator shall not be applicable.

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ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his 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, slow-down, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Township to invoke the following:

1. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, walkout, or other job action against the Township.

D. Nothing contained in the Agreement shall be construed to

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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 by the Union or its members.

ARTICLE V

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex, age, or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State

of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. In the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

C. Management will post a notice on all municipal bulletin boards whenever a vacancy in an existing position occurs or whenever a new position is established. Such notice is intended to alert employees of an available position within the Township.

D. If it becomes necessary to layoff any employee because of economic reasons, that employee will be the first person to be considered for rehiring.



ARTICLE VII

SALARY AND WAGES

All employees covered by this agreement shall be entitled to a five percent (5%) increase retroactive to January 1, 1991. As of January 1, 1992 an additional six and one-half percent (~~6.172%~~) (6) ^{SIX} increase will be granted.

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ARTICLE VIII

HOURS AND COMPENSATORY TIME

A. Regular full time employees are scheduled to work thirty (30) hours per week (Monday through Friday) 9:00 a.m. to 4:00 p.m. Regular part time employees are employees who are scheduled to work less than thirty hours per week.

B. Employees who work in excess of thirty (30) hours per week or eight (8) hours per day in a paid status, shall receive pay at the rate of time and a half. Employees who work overtime on holidays shall be paid double time. There shall be a minimum of two hours overtime. All overtime must be approved and documented by the Municipal Administrator, or in his absence by his designee.

C. The Municipality shall pay all tuition for employees, whose position requires certification, attends the necessary schooling and satisfactorily completes the course/courses. The employee shall be obligated to remain on the job for two years following completion of the course or will be obliged to refund tuition to the Municipality.

D. The Municipality shall be responsible to pay for the cleaning and maintenance of the Police Secretary's uniform.

E. The hours of work for the Police Secretary shall be the same as other full time employees with no loss of pay.

ARTICLE IX

HOLIDAYS AND PERSONAL DAYS

A. There shall be thirteen (13) paid holidays accorded to each employee in this bargaining unit. The following shall be observed by the Township as official holidays: New Year's Day; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the first day thereafter; Christmas Day and the first day thereafter; and the employee's birthday. The employee shall also have one (1) "floating" holiday.

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

In addition, each employee shall have two (2) hours off on Election Day.

B. An employee who works on a holiday shall be paid double time.

C. An employee with one (1) year of service shall be entitled to one (1) personal day; two (2) years of service, two (2) personal days; three (3) years or more of service, three personal days per contract year. Said personal days are to be taken only with the consent and approval of the Municipal Administrator, or in his absence his designee, and is to be given by seniority. Said personal days shall be non-accumulative.

ARTICLE X

HEALTH AND MEDICAL INSURANCE

A. The Township shall continue to provide enrollment in the hospital and medical benefits program presently in existence.

B. The Township shall continue to provide the same level of health and medical insurance that the employee presently receives, for up to five (5) years in the event an employee is disabled on the job.

C. The Township shall provide health and medical insurance for the employee and his spouse if the employee retires after twenty-five years of service to Mine Hill. This insurance shall be similar to the insurance provided to other Township employees.

ARTICLE XI

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, or exposure to contagious disease. A Certificate of a reputable physician in attendance may be required by the Township as sufficient proof of need of leave of absence of the employee. In case of leave of absence due to contagious disease, a Certificate from the Department of Health shall be required.

B. All employees covered under this Agreement will receive fifteen (15) days of sick leave per year. All unused sick leave may be carried forward. No employee shall be entitled to receive compensation for unused sick leave.

C. Employees are required to notify the Municipal Clerk in the event of absence due to illness.

D. Bereavement Leave

Employees shall be granted time off without deduction from pay to a maximum of five (5) days for each bereavement for the death of a mother, father, mother-in-law, father-in-law, spouse, child, sister or brother.



ARTICLE XII

VACATIONS

Up to one (1) year of service, one-half (1/2) working day vacation for each month of service; and after one (1) year and up to five (5) years of service, two (2) weeks vacation; from five (5) years and up to and including ten (10) years of service, three (3) weeks vacation; after ten (10) years of service, four (4) weeks vacation.

Vacations shall be scheduled on seniority, but notwithstanding the foregoing, shall be scheduled at the discretion of the Municipal Administrator.

ARTICLE XIII

FULLY BARGAINED PROVISION

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 terms 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.

**RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF MINE HILL AUTHORIZING THE EXECUTION
OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
TOWNSHIP OF MINE HILL AND THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 102, OFFICE PERSONNEL**

WHEREAS, the Township has concluded negotiations with the International Brotherhood of Teamsters, Local 102, Office Personnel for the purpose of arriving at a satisfactory Collective Bargaining Agreement between the Office Personnel and the Township of Mine Hill to cover the terms and conditions of their employment for the years of 1991/1992, a copy of which Collective Bargaining Agreement is on file with the Township Clerk of the Township of Mine Hill.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mine Hill that it does hereby authorize the Mayor and the Township Clerk to execute said Collective Bargaining Agreement covering the terms and conditions of employment for the years 1991/1992.

Date Adopted:

ATTEST:

MINE HILL TOWNSHIP COUNCIL

Mildred C. Orlandi
Mildred C. Orlandi, Clerk

Mark McCauley
Mark McCauley, President

I, Mildred C. Orlandi, Mine Hill Township Clerk, certify this is a true copy of the Resolution adopted on 3-26-92.

J.T. motion
M Mc Second
Ayes: Kubik, Tasnady, McCauley

Mildred C. Orlandi
Mildred C. Orlandi, Clerk

SALARIES - 1990, 1991 and 1992

NAME	1990	1991	1992
Linda Brownlee	\$ 18,649.00	\$ 19,581.36	\$ 20,756.16
Trudy Dannaher	22,421.00	23,479.20	24,888.00
Chris Hopley	9,044.00	9,496.32	10,066.08
Lynn Neil	9,500.00	15,750.00	16,695.00
Betty J. Tygar	13,285.00	13,949.28	14,786.16

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
OCT 10 1952

Miss M. J. [unclear] Office [unclear]

Mildred Orlando

Miss M. J. [unclear] Office [unclear]

Louis Cronin

Miss M. J. [unclear]

Ben Mark

Mildred Orlando