

THIS BOOK BELONGS  
NOT CIRCULATE

1375

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July 1973, by and between THE TOWNSHIP OF EWING, Mercer County, Trenton, New Jersey hereinafter referred to as the "Employer", and LOCAL NO. 2473, Council No. 73, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union";

WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW, THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

SECTION I : The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

1375  
MERCER COUNTY

## NO STRIKE CLAUSE

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

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

## DUES AND DEDUCTIONS

SECTION III : Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his paycheck, and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

#### SAVE HARMLESS CLAUSE

SECTION IV : The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

#### UNION REPRESENTATIVES

SECTION V : Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the Employer.

The Township agrees to recognize a maximum of two (2) stewards selected by the Union. One steward shall be from the Road Department and one from the Recreation Department. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

#### EQUAL TREATMENT

SECTION VI : The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## ARTICLE II MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

## ARTICLE III SENIORITY

### SECTION I :

A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

B. LOSS OF SENIORITY - Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without reporting for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

C. PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered probationary employees for the first four (4) month period. Such employees may, during the probationary period, be terminated at anytime without any recourse whatsoever. Anything to the contrary notwithstanding, the parties to the Agreement may extend the probationary period by mutual consent.

2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

D. LAYOFF

1. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this Article, where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, lay-offs, recall, vacation schedules and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

G. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

H. The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

ARTICLE IV  
LEAVES OF ABSENCE

SECTION I : PAID LEAVES OF ABSENCE

A. SICK LEAVE - Sick leave for permanent employees shall accumulate on the basis of 1 1/4 days per month or fifteen (15) days per year. Sick leave for provisional and temporary employees, shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

#### FUNERAL PAY

##### SECTION II :

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, said employee shall be excused from work for a period not to exceed three (3) consecutive days for grieving purposes, commencing the day after date of death. The employee will be paid his regularly hourly rate for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours pay for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law or grandparents, the employee will be excused for the day of the funeral, if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that the employee will either receive the death benefits hereunder, or holiday pay, vacation pay, military pay, jury duty pay or disability benefits as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Sections B and C.

#### OCCUPATIONAL INJURY

##### SECTION III :

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay after five (5) days of disability. Employees who are absent more than five (5) consecutive days, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of ninety (90) days from the date of injury.

B. Employees returning from authorized leave of absence as set forth above, will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### UNION BUSINESS

SECTION IV : An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence                      pay for the time necessary to conduct Union business or attend conventions. The Union shall designate no more than two (2) employees to serve as Union representatives, who shall be allowed no more than              days during the life of the contract for each employee.

## MILITARY LEAVE

SECTION V : An employee may be granted a leave of absence up to two (2) weeks to complete his military obligations. The Township will make up the difference in pay from which they receive from the military and their regular pay.

## JURY DUTY

SECTION VI : In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only for the time required to serve on jury duty, and if there are times the employee isn't scheduled for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Personnel Department prior to the leave. The employee will reimburse the Township of any remuneration received for serving on jury duty. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he is to return to work immediately after the lunch period.

## NON-PAID LEAVES OF ABSENCE

### SECTION VII :

A. The Township will grant leaves of absence, without pay, to two (2) employees, not more than one (1) from any Department, to accept full-time Union employment. Sixty (60) days notice shall be given to the Township by any employee requesting such leave.

B. All other leaves of absence without pay shall be at the discretion of the Township.

C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with exception of those on military leave.

#### ARTICLE V GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

##### Step 1

The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

##### Step 2

If the grievance has not been settled, it shall be presented in writing to the department head within five

(5) days after the supervisor's response is due. The department head shall respond to the steward in writing within three (3) days. If the grievance is not presented, in writing, in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step 3

If the grievance still remains unadjusted, it shall be presented to the Committeeman in charge of the department in writing within seven (7) days after the response of the department head is due. The Committeeman shall respond in writing within five (5) days.

Step 4

If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Committeeman in charge of the department or his designee is due, by written notice to the Committeeman in charge of the department or his designee, request arbitration. In the event the arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employees Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name;

the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be advisory only, except in discharge cases, in which event arbitration shall be binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change, or modify or alter in any fashion the Civil Service rules and regulations, but in effect only to give an additional alternative remedy to an employee. A grievant must elect (in discharge cases) to proceed either under arbitration or civil service, not both.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrators shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE VI  
HOURS OF WORK

WORKWEEK

SECTION I : The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in six (6) day operation. For payroll purposes the workweek shall commence every Monday morning at 7:00 a.m.

SIX DAY OPERATIONS

SECTION II : Departments engaged in six (6) day operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment six (6) days a week or for some employees, Tuesday through Saturday. Employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have equal share of Saturdays and Sundays off, distributed evenly throughout the year.

WORK SCHEDULE

SECTION III : Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.



F. All work performed on the seventh (7) consecutive workday shall be paid at the rate of double-time. (Employees absent due to excused sick, vacation or a holiday, will have this time credited as time worked).

Overtime opportunities will be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

When an employee is required to work overtime in an emergency for snow removal, and has worked a minimum of four (4) hours overtime, in addition to regular shift, then in that case the Township will make provisions for meal allowances.

#### CALL-IN TIME

SECTION VI : An employee who is required and returns to work during periods other than his regular scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half his regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he was called in for is completed. If he so desires, then in that case, will be paid straight time between that of which he worked and up to four (4) hours. If the employee decides to stay, the supervisor may provide work for the remaining time of the four (4) hours.

#### PAY SCALES OR RATES OF PAY

SECTION VII : The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in higher classification.

ARTICLE VII  
HOLIDAYS

A. There shall be thirteen (13) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

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

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option unless the Township determines that it cannot be taken because of pressure of work.

E. All work performed on a holiday shall be paid at the rate of time and one-half, plus the holiday pay.

F. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

G. Permanent employees with four (4) or more months seniority are eligible for holiday pay.

H. Whenever a holiday falls during the time an employee is on paid sick leave, that day will not be charged against his sick leave.

I. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

#### ARTICLE VIII VACATIONS

A. All permanent full-time employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

Date of Hire to December	
31st of the Year of Appointment	1 Day Per Month
One to Ten Years	12 Working Days
Ten to Twenty Years	15 Working Days
Over Twenty Years	20 Working Days

Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

E. 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 in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive time and one-half for that time.

ARTICLE IX  
GENERAL PROVISIONS

A. The Employer agrees to make available one bulletin board at the Road Department Garage and one bulletin board at the Recreation Maintenance Building. The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislature or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be posted and equitably applied and enforced.

D. LONGEVITY

The employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of January 1st as listed hereinbelow:

7 Years of Service .....	\$100.00 Annually
10 Years of Service .....	\$200.00 Annually
15 Years of Service .....	\$400.00 Annually
20 Years of Service .....	\$600.00 Annually
25 Years of Service .....	\$800.00 Annually

All employees who have completed the above required years of service during any quarter of the calendar year, shall be paid at the beginning of the next quarter the pro-rated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years continuous service with the Township.

#### E. CLASSIFICATION AND JOB DESCRIPTIONS

The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

If, during the term of this Agreement, the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3, of this Agreement.

#### F. SAFETY AND HEALTH

The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with foul weather gear when necessary, tools or devices deemed necessary, in order to insure their safety and health. When such materials are issued, it is

the employee's obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. This committee will meet periodically as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety member reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety member will accompany him on his investigation.

#### G. REST PERIODS

The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the respective department heads.

#### H. LATENESS AND ABSENCE

Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness or unjustified absence shall be cause for suspension or termination.

#### I. CONTRACTING WORK OUT

The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in a mass layoff of said employees covered by this Agreement.

#### J. EMERGENCY

In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

### ARTICLE X INSURANCE AND RETIREMENT BENEFITS

A. The Employer will provide hospitalization and medical insurance through New Jersey Blue Cross-Blue Shield, with Rider J or its substantial equivalent, to all employees and their dependents covered under this Agreement, as defined in the program.

B. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

ARTICLE XI  
TERM

This Agreement shall be effective as of the  
day of \_\_\_\_\_, 1973, and shall remain in full  
force and effect until the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
It shall be automatically renewed from year to year  
thereafter unless either party shall notify the other  
in writing sixty (60) days prior to the anniversary  
date that it desires to modify this Agreement. In the  
event that such notice is given, negotiations shall  
begin not later than thirty (30) days prior to the  
anniversary date. This Agreement shall remain in full  
force and be effective during the period of negotiations  
and until notice of termination of this Agreement is  
provided to the other party in the manner set forth  
in the following paragraph.

In the event that either party desires to terminate  
this Agreement, written notice must be given to the other  
party not less than ten (10) days prior to the desired  
termination date which shall not be before the anniversary  
date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set  
their hands this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_

FOR THE UNION

FOR THE EMPLOYER

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