

**AGREEMENT**

**Between**

**TOWNSHIP OF TEANECK**  
**BERGEN COUNTY, NEW JERSEY**

**And**

**TEANECK PUBLIC WORKERS ASSOCIATION, INC.**

**JANUARY 1, 2004 THROUGH DECEMBER 31, 2007**

**PREAMBLE**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between the Township of Teaneck, Bergen County, New Jersey, and municipal corporation of the State of New Jersey, hereinafter referred to as "Township", and TEANECK PUBLIC WORKERS ASSOCIATION, INC., a representative of certain employees of the Township, hereinafter referred to as "ASSOCIATION".

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**ARTICLE I**  
**RECOGNITION**

- A. The Township of Teaneck hereby recognizes Teaneck Public Workers Association, Inc.,  
No. RO-2001-49

*Building Maintenance Worker*  
*Building Service Worker*  
*Compactor Truck Driver*  
*Electrician*  
*Electrician Helper*  
*Equipment Operator*  
*Garage Attendant*  
*Gardener*  
*Inventory Control Clerk*  
*Laborer*  
*Maintenance Repairer*  
*Mechanic*  
*Mechanic Helper*  
*Motor Broom Driver*  
*Senior Building Maintenance Worker*  
*Senior Gardener*  
*Senior Maintenance Repairer (Carpenter, Painter, Plumber)*  
*Senior Sewer Repairer*  
*Tree Climber*  
*Truck Driver*

*but excluding all other Township Employees, all professional, craft and clerical employees, police, managerial executive and supervisors within the meaning of the Act.*

- B. *Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the list above.*

**ARTICLE II**  
**COLLECTIVE NEGOTIATING PROCEDURE**

- A. *Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily not more than four (4) additional representatives of each party shall participate in collective negotiating meetings.*
- B. *Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Union.*
- C. *In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of four (4) will be excused from their Township work assignments by the Township provided their absence will not seriously interfere with the Township's operations. Such employees would suffer no loss of regular straight time pay*
- D. *The duly authorized negotiating agent of either the Township or the Union is not required to be an employee of the Township.*

**ARTICLE III**  
**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. *To 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. *In the exercise of the foregoing powers, rights, authority, duties or 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 hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.*

C. *Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.11.40 and 40A, or any other national, state, county or local laws or ordinances.*

**ARTICLE**  
**RULES AND REGULATIONS**

A. *Proposed new rules or modification of existing rules governing working conditions that are mandatorily negotiable shall be announce in advance to the Union. If within five (5) working days of the notice, the Union requests a meeting a regarding the rule or regulations, the parties will meet and negotiate concerning said rules or regulation. If no request is received with the five (5) working day period or upon completion of the negotiation, the new modified rule or regulation shall be implemented.*



**ARTICLE V**  
**CONDUCTING UNION BUSINESS**

- A. *No union member or officer or job steward shall conduct any union business on Township time except as specified in this Agreement.*
- B. *No Union meetings shall be held on Township time unless specifically authorized by the Township.*  
*The Township agrees to allow the Union to use Township facilities to conduct Union meetings during off duty hours provided at least one work day prior notice is given to the Township Engineer or his designee of the proposed meeting is made, and after authorization is given by the Township. The Township reserves the right to designate the facilities used and the duration said facilities are made available.*
- C. *The Union will be allowed to maintain four (4) member bargaining Committee.*
- D. *The Union shall notify the Township in writing of the one (1)*

E.

F.

G. A representative designated by the Union, who is not a Township employee, shall be permitted to visit Bargaining Unit members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

**ARTICLE VI**  
**NONDISCRIMINATION**

A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex,

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In the exercise of that right, neither party, nor any of its agents shall discriminate, coerce or otherwise interfere with the employee.

C.

**ARTICLE VII**  
**MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby 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 any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Township. The Union agrees that such action will constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or supporting of any such activity by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights 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.

D. The Township agrees that it will not engage in the lockout of any of its employees.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

A. To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedure shall be used:

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of terms and conditions of this Agreement, policies, agreements, and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein
3. *Employees who file grievances or on whose behalf grievances are filed, will be permitted to attend grievance and arbitration proceedings without loss of pay. Employees who are called as witnesses during arbitration proceedings will be permitted to attend such proceedings without loss of pay. Grievance meetings and arbitration hearings will be conducted during normal working hours. If a meeting or hearing continues past the normal work day by agreement of the parties, employees in attendance will not be entitled to overtime pay. If any employee attends a grievance meeting or arbitration hearing on the day the employee is not scheduled to work, the employee will not be entitled to pay or overtime.*
4. *Upon written request of the Union, information and records of use to the Union in representing members of the Unit will be provided by the Township within 7 working days from receipt of such request, to the extent practical. If such records contain confidential information, those confidential portions may be redacted. The Union retains the right to challenge any redaction in an appropriate forum.*

B. The procedure for settlement of grievances as defined in A above shall be as follows:

1. S \_\_\_\_\_  
*In the event that any employee covered by this Agreement has a grievance within*

2. STEP TWO

After the decision of the Superintendent of the Division has been rendered,

3. STEP THREE

If the Union wishes to appeal the decision of the Township Engineer, it shall be presented in writing to the

4. STEP FOUR - ARBITRATION

a. If no satisfactory resolution of the "grievance" is reached at Step Three, then within ten (10) working days the Union may appeal the grievance to arbitration. A request for arbitration will be filed with

b. The Arbitrator shall have no authority to add to or subtract from the Agreement.

c. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) days after the decision rendered by the

C. Any employee covered by this Agreement shall have the right to process his/her own grievance

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, the grievance shall be deemed to have been denied

**ARTICLE IX**  
**WAGES**

A. Effective January 1,

B Effective January 1,

C. Effective January, 1,

D.

E. Nothing under this Agreement shall be construed to require the Township to pay an increment to any employee covered by this Agreement. The Township may withhold payment of an increment when in its sole discretion the employment performance of the employee has not been satisfactory. Annual salary increments shall be provided on anniversary dates only to those employees who have satisfactorily performed the duties of their position.

**ARTICLE X**  
**LONGEVITY**

A. All full time employees

Completed Years of Continuous

4 through 8	\$ 250.00
9 through 12	500.00
13 through 16	750.00
17 through 20	1,000.00
More than 20	1,250.00

B. For the purpose of determining the longevity payment,



**ARTICLE X**  
**HOURS OF WORK**

A. The standard weekly work schedule shall consist of five (5) daily tours of eight hours each and shall be arranged by the Township. Generally the normal work week for most employees will be from Monday through Friday. However, the Township may schedule other work weeks, provided that at least two weeks notice is given to the employee or employees involved, to the extent practical.

B. The normal daily hourly working schedule shall be from 7:00 AM. to 4:00 PM and shall remain in effect unless abuses of the 7:00 AM starting time make it desirable for the Township to change to a later starting hour. In this event, the Township will negotiate on the proposed changes with the Union. If no agreement is reached on this matter within thirty (30) days, the Township may, at its discretion, put the new schedule into effect.

C. During certain periods of the year the Township may assign a limited number of qualified employees to a difference starting and stopping schedule to provide required services to the Township.

D. The lunch period shall be one (1) hour, to be taken between eleven thirty AM and twelve thirty PM for those employees whose work day starts at seven o'clock AM and ends at four o'clock PM. For all other employees the lunch period shall be one (1) hour and shall be taken after the first four (4) hours of work. Employees requires to mobilize and demobilize equipment shall be given no more than fifteen (15) minutes prior to the lunch period, ten (10) minutes following the lunch period and fifteen (15) minutes prior to the end of the work day to accomplish this task. Any additional time needed shall be taken from the lunch period.

**ARTICLE XI**  
**OVERTIME**

A. \_\_\_\_\_

1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the job involved must be adequately manned by qualified employees working on an overtime basis.
2. The amount of overtime and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.
3. The opportunity to work overtime will be distributed as evenly as practicable among employees normally engaged in the work involved with reference to the seniority list. Wherever practicable and possible, employees will be given a reasonable amount of notice when they are required to work regular overtime. When an employee is scheduled to work overtime and is unable to do so, it shall be considered as worked for the purpose of this subparagraph. A record of such overtime hours for each employee shall be posted on the Department bulletin board weekly.
4. In the event the Municipal Manager declares an emergency it is understood that any qualified individual(s) may be assigned to work during the emergency. When an occasion arises in which there is a difference of opinion as to what constitutes an emergency, the Union Committee may present to the Municipal Manager the reasons for the emergency not to be declared and the Municipal Manager can decide whether the reasons are justified.

B. \_\_\_\_\_

1. Pay at time and one-half shall apply to authorized time worked in excess of forty (40) hours in the standard weekly work schedule.
2. Time within the employees standard weekly work schedule for which he/she receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay.
3. For overtime computation purposes only, any employee returning from an extended illness of more than thirty (30) days who has exhausted his/her sick leave is entitled to credit as time worked if the employee is sick within the first calendar month after his/her return to work.

C. \_\_\_\_\_

1. When an employee is recalled during an initial snow emergency for the purpose of initial snowplowing, the employee shall be paid one and one-half (1 1/2) times his/her regular base rate of pay for all hours worked outside of his/her regularly scheduled work shift. An employee released prior to the end of his/her regular work shift shall not be paid for those hours not worked. However, the amount received by the employee in his/her overtime check shall be reduced by the amount of overtime pay included in the employee's regular pay check.

2. After the initial snow emergency, the Township may adjust shift starting and stopping times, thereby assigning employees to different shift schedules for the purpose of continued snow plowing, snow removal and snow clearing. Employees shall be paid one and one-half (1 1/2) times his/her regular base rate of pay for all hours worked outside of his/her newly assigned work shift in accordance with B.1 above until such time as the employee is returned to his/her regularly scheduled shift.
3. Employees who are designated by the Township Engineer or his/her designee as the first standby shift for the operation of salt spreaders, during the weekend (Saturday and Sunday), shall be paid an additional \$50 for said weekend standby. It is understood that the maximum number of employees eligible for this spreader operation standby shall be six (

**ARTICLE**

**HOLIDAYS**

A. The following days are designated as paid holidays by the Township:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

B. Each employee who shall remain with the Township for the entire calendar year shall be entitled to an additional one (1) paid personal holiday, in addition to the holidays listed in paragraph A above. It is understood and agreed, with respect to the unspecified holiday provided herein that the employee may request the day off at any time during the calendar year earned provided approval is received from the Township Engineer at least

C. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

D. Employees are required to work the last day prior to the holiday and the first workday following the holiday in order to be paid for the holiday, unless the employee is on an approved leave on such days.

E.

**ARTICLE XIV**  
**VACATIONS**

A. All full time employees shall earn annual leave for vacation purposes on a calendar year basis with pay, in accordance with the following schedule:

\_\_\_\_\_

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts full time employment with the Township August 1, 1998. At the end of 1998 he/she is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1999. On January 1, 2000 he/she would be credited with fourteen (14) working days vacation based on a full year of full time employment in 1999, which vacation can be taken in 2000.
1. Earned vacation may accumulate for no more than two (2) years of credit.

C. Vacation leave shall not be taken in less than one (1) day periods unless permission is arranged prior thereto by the Township Engineer or Township Manager.

Employees shall submit all vacation requests at least three

D. Employees separated in good standing and who have no more than two (2) years of accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave.

E. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the Township Engineer. All or part of this requirement may be waived by the Township in its sole discretion upon approval of the Township Engineer and the Township Manager.

F. An employee who has returned from an

**ARTICLE XV**  
**SICK LEAVE**

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or personal absence as hereinafter provided.

1. The immediate family shall be defined to include spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents and grandchildren of the employee or his/her spouse.

B. All full time employees covered by this Agreement may be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible, as follows:

1. New employees shall only receive one

2. *After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one*

3. *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 purposes.*

C. *When an employee does not report for duty for a period of greater than three (3) consecutive days because of illness, or totaling more than ten (10) work days in one calendar year, prior to his/her return to work, he/she shall show proof of his/her inability to work by submitting to the*

*If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness.*

*During each calendar year, an employee may have counted towards the total of ten (10) work days, up to (2) sick occurrences. Each separate occurrence is defined as an absence of three or more days and the employee shall be required to submit a medical certificate consistent with Paragraph H of this Article. Each occurrence shall be counted as one (1) work day for a maximum of two (2) per calendar year.*

D. *A sick day shall be charged for an absence of more than four (4) hours or one-half (1/2) day for an absence of four*

E. *In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor or the DPW answering machine within one (1) hour before the time set to begin his/her daily schedule, except in case of emergency. The employee*

An employee who is absent for five (5) consecutive days or more and does not notify the department head or Municipal Manager on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Department of Personnel rules.

F. An employee may charge to his/her sick leave a maximum of three (3) days each year for the purpose of attending funerals or weddings, religious days, or other personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Township Engineer

G. Any employee who uses a sick day either immediately before and/or immediately after a scheduled holiday or approved vacation day shall be required to provide a doctor's certificate. Said certificate shall be signed by a reputable physician in attendance, to the effect that said employee was not, on the date or dates sick leave is requested, physically able to perform any duty connected with his/her job.

H. Whenever a certificate is required pursuant to this Article and requested by the

I. Failure to comply with any or all of the provisions contained within this Article may result in the request for sick leave being denied for that specific absence. The employee would be carried as Leave Without Pay and would be subject to disciplinary action.

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## **INJURED ON DUTY**

- A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) days, provided such employee:
1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty eight (48) hours of the injury or illness.
  2. Submits upon request to examination by a physician appointed by the Township or the Township Insurance Carrier.
- B. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.
- C. Disputes between the physician and the employee's personal physician may be subject to the grievance procedure.
- D. Temporary disability payments made in lieu of salary as Workers Compensation Insurance from any from any source which the township provides or is statutorily provided to an employee while on injury leave shall be recorded as nontaxable during each period he/she is carried on the Township's payroll.
- E. The Municipal Manager may extend an injury leave, with full pay, up to a maximum of an additional thirty (30) days, upon his/her sole discretion, upon the written recommendation of a physician appointed by the Township.



**ARTICLE XVII**

**INSURANCE**

- A. Employees and their eligible dependents shall receive paid hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey.
- B. Employees and their eligible dependents shall receive a dental plan at Township cost.
- C. The Township may change insurance carriers so long as equivalent benefits are provided.

## **ARTICLE XVIII**

### **JURY LEAVE**

A. Every employee covered by this Agreement who is ordered to report for Jury Duty shall be granted a leave of absence from his/her regular duties during the actual period of such Jury Duty, and shall receive for such period Jury Duty an amount equal to the difference in his/her regular pay and his/her Jury Duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on Jury Duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.

B. To receive the pay differential stated in Section A above, the employee is required to submit a statement issued to the juror by the sheriff or other court officer listing the amount of money paid to the juror as juror fees.

**ARTICLE XIX**  
**LIFE INSURANCE**

- A. The Township agrees to provide \$10,000.00 death benefit to all full-time employees covered under this Agreement at no cost to such employees either through a life insurance policy or a self insurance program.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.
- C. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.

**ARTICLE XX**  
**MILITARY LEAVE**

A. An employee covered under this Agreement shall receive Military Leave in accordance with applicable United States and New Jersey Statutes.

**ARTICLE XXI**  
**LEAVE OF ABSENCE**

A. An employee covered by this Agreement may take a leave of absence without pay from Township duties, if recommendation therefor is given by the Township Engineer, and approval is granted by the Township Council. The leave of absence shall not exceed thirty (30) calendar days within one (1) calendar year, and during the period of said leave, the Township shall be under no obligation to pay for the benefits provided in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to his/her credit, nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave of absence the employee shall engage in no remunerative employment. The employee shall sign an affidavit wherein he/she shall state that during the period of the leave of absence the employee shall engage in no remunerative employment.

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## **POSTING**

- A. The Township shall supply one (1) glass enclosed, locked bulletin board for the exclusive use of the Union to be placed in a conspicuous location in the Township garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Township Department Head. The Union shall retain possession of the key the bulletin board.
- B. All new vacant positions shall be posted on the Township bulletin board for a period of two (2) weeks prior to the filling of such vacancies. Employees applying for such vacancies shall make a request in writing to the Township Engineer within one (1) week of the first date of such posting.
- C. The Township will maintain and post a seniority list by job classification and title. The seniority date shall be determined as required by the New Jersey Department of Personnel Rules and Regulations.

**ARTICLE XXII**  
**TERMINAL LEAVE**

A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on 50% of his/her accumulated sick leave

B. Any employee who retires on a monthly pension payment from the Public Employees Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time.

C. In case an employee dies before retirement, the value of his accrued sick leave will be paid to his/her estate on the basis of the formula in paragraph A or B.

D. The maximum benefit to be paid under Section A, B or C of this article shall be limited to 50% of an employee's base salary at the time of retirement or death but in no case shall it exceed \$12,000.

E. Payment under the article shall not be made until certification of eligibility for retirement has been received from the Public Employees Retirement System.

**ARTICLE XXIV**  
**UNIFORM ALLOWANCE**

- A. The Township agrees to pay all employees covered under this Agreement an annual clothing allowance payable in June of each year. The annual allowance shall be
- B. Each employee must maintain the minimum allotment of the required uniform, as established by the Township, including foul weather gear for applicable employees.
- C. All employees must report for work properly attired in the required uniform as established by the Township.
- D. Management reserves the right, if an employee comes to work inappropriately attired to issue one (1) written warning to the employee. After the first offense, management reserves the right to purchase, at the employee's expense, any part up to and including the entire clothing allotment for the employee.
- E. No more than one
- F. The Township will add forty (\$40) dollars to the initial allowance of all new employees hired who are required to maintain foul weather gear in accordance with Township specifications.
- G. The Township agrees to pay employees who are required to maintain foul weather gear, after their third complete year of employment, and every three

Payments under this paragraph, for eligible employees, shall commence in 2002. For example, an employee is hired in February 1998. That employee would be eligible to receive a foul weather gear allowance in 2002.



**ARTICLE XXV**  
**DUES CHECK-OFF**

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law) the Township agrees to deduct from the pay periods of each month, membership dues (and initiation fees where applicable), 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 promptly remit monthly any and all amounts so deducted with a list of change to the Secretary-Treasurer of the Union.

B. Any changes in monthly dues will be certified in writing by the President of the Union of his/her designee, and the amount shall be uniform for all members.

C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

D. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary-Treasurer of the Union of all employees who are terminated from the Township's payroll.

E. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refused or fails to execute an authorization card.

F. Any such written authorization may be withdrawn at any time by the filing of the notice of such withdrawal with the Township Finance Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with \_\_\_\_\_

G. The Township agrees to deduct the fair share fee from the earning of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

H. The deduction shall commence for each current employee who elects not to become a member of the Union on the first day of the month following thirty

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I. *The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Union less the cost of benefits*

financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

J. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

K. Prior to July 31st of each year, the Union shall provide advance written notice to the Township and all agency fee payers within the unit, the information necessary to compute the fair share fee for services enumerated above.

L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

M. The Union shall indemnify, defend and save the Township harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

N. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union and this Agreement has been executed by the Township after it has satisfied itself that the Union is a proper majority representative

**ARTICLE XXVI**  
**SAFETY COMMITTEE**

- A. *The Safety Committee will consist of no more than four (4) employees designated by the Union, one (1) each from the following areas of the Department, as practical: Parks, Roads, Maintenance and Mechanic. In addition, two (2) representatives from the Township will serve on the Committee including the Township Engineer or his/her designee and the Public Works Superintendent or his/her designee.*
- B. *The Township Engineer will conduct monthly Public Works Safety Committee meetings, as practical.*
- C. *The Committee will review, on a monthly basis, the previous month's accident reports and make recommendations to minimize future similar occurrences including a review of the equipment use, operations, procedures and regulations. The Committee will review safety policies developed by the Township and provide recommendations on the policies as well as make recommendations on changes to or for additional policies. The Township will consider the recommendations and suggestions as appropriate.*
- D. *At least three (3) days prior to a Safety Committee meeting, the Township Engineer shall distribute to the Shop Steward the agenda for those matters to be discussed at the Committee meeting. Safety issues submitted, in writing, by the Association to the Township Engineer prior to the issuance the agenda will be incorporated in the agenda along with any other items deemed appropriate by the Township. The agenda concerning safety only shall be strictly adhered to.*

**ARTICLE \_\_\_\_\_**  
**MISCELLANEOUS**

A. \_\_\_\_\_

1. *Standby shall be defined as being available for any emergency which may arise over the beyond the employee's normal weekly working period from Monday at 4:00 PM to the following Monday at 7:00 AM.*

2. *Employees assigned to standby shall be given extra compensation in the amount of*

3. The Township shall post a listing of standby assignments sixty (60) days prior to each standby quarterly period. The employees shall then have fifteen (15) days to sign up on a voluntary basis for standby assignments. After that fifteen (15) days has run, the Township shall have the right to assign employees on a rotating basis for standby duty. If an employee assigned does not want standby duty, the employee has the right to find a substitute; if no substitute is obtained, the employee must perform the standby duty. Failure to be available or to perform standby duty will subject the employee to disciplinary action including fines, suspension or termination.

B. \_\_\_\_\_

C. \_\_\_\_\_

1. The Township shall reimburse the employees represented by the Union for tuition cost of training courses taken by employees when such courses are authorized by the

2. Such training courses shall be taken on the employees' own time unless otherwise authorized by the

D. In accordance with \_\_\_\_\_  
\_\_\_\_\_

E. All employees covered by this Agreement shall receive a fifteen (15) minute midmorning coffee break

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F. If for any reason a written disciplinary warning is issued to an employee covered by this Agreement, a copy shall be sent to the Union. The employee shall signify receipt of the written disciplinary warning by signing thereon and at the time, receive a copy of such warning. Such signature by the employee shall only signify receipt by the employee of the written warning and shall not signify acquiescence by the employee in the contents of the warning. Only upon signing will a copy of the written warning be sent to the Union. The Township reserves the right to give verbal warnings.

G. Any employee covered by this Agreement who, for more than ninety (90) consecutive days is authorized to work and does work out of job classification,

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H. \_\_\_\_\_

1. All mechanics and mechanic helpers will provide a standard set of tools and container in accordance with Township guidelines for their personal use to work on Township vehicles and property.

2. The Township agrees to pay applicable employees an annual tool allowance payable in June of each year. The annual allowance shall be \$450 in 2004 and 2005 and \$475 in 2006 and thereafter.

**ARTICLE**  
**BEREAVEMENT LEAVE**

- A. All employees covered by this Agreement shall receive up to three (3) consecutive working days for death in the immediate family as defined below, to be taken in conjunction with the funeral.
- B. Immediate family if defined for purposes of Paragraph A to be spouse, children, mother, father, brother, sister, mother-in-law or father-in-law of the employee or those of his spouse.
- C. All employees covered by this Agreement shall receive two (2) days off to attend the funeral of the employee's grandparents or grandchildren.

**ARTICLE XXIX**  
**SEPARABILITY AND SAVINGS**

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal or competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and affect.

## **ARTICLE XXX**

### **FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. 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 and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.



**ARTICLE XXX**  
**TERM AND RENEWAL**

A. This Agreement shall be in full force and effect as of January 1, 2004  
2007

B. *Any grievance filed prior to the signing of this Agreement shall be processed in accordance with the terms of the prior Agreement.*

C. *Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.*

D. *Notices sent by the*

**SALARY SCHEDULES**  
**DEPARTMENT OF PUBLIC WORKS**  
**Non Supervisory**  
**SCHEDULE I - 2004**

<b><u>TITLE</u></b>				
<i>Building Maintenance Worker</i>				
<i>Building Maintenance Worker - hired after 1/1/94</i>				
<i>Compactor Truck Driver</i>				
<i>Electrician</i>				
<i>Equipment Operator</i>				
<i>Gardener</i>				
<i>Inventory Control Clerk</i>				
<i>Laborer</i>				
<i>Laborer - hired after 1/1/94</i>				
<i>Maintenance Repairer</i>				
<i>Mechanic</i>				
<i>Mechanic's Helper</i>				
<i>Motor Broom Driver</i>				
<i>Senior Gardener</i>				
<i>Senior Maintenance Repairer</i>				
<i>Senior Sewer Repairer</i>				
<i>Tree Climber</i>				
<i>Truck Driver</i>				

**SCHEDULE II - 2005**

<b><u>TITLE</u></b>				
<i>Building Maintenance Worker</i>				
<i>Building Maintenance Worker - hired after 1/1/94</i>				
<i>Compactor Truck Driver</i>				
<i>Electrician</i>				
<i>Equipment Operator</i>				
<i>Gardener</i>				
<i>Inventory Control Clerk</i>				
<i>Laborer</i>				
<i>Laborer - hired after 1/1/94</i>				
<i>Maintenance Repairer</i>				
<i>Mechanic</i>				
<i>Mechanic's Helper</i>				
<i>Motor Broom Driver</i>				
<i>Senior Gardener</i>				
<i>Senior Maintenance Repairer</i>				

<i>Senior Sewer Repairer</i>				
<i>Tree Climber</i>				
<i>Truck Driver</i>				

**SCHEDULE III - 2006**

<b>TITLE</b>				
<i>Building Maintenance Worker</i>				
<i>Building Maintenance Worker - hired after 1/1/94</i>				
<i>Compactor Truck Driver</i>				
<i>Electrician</i>				
<i>Equipment Operator</i>				
<i>Gardener</i>				
<i>Inventory Control Clerk</i>				
<i>Laborer</i>				
<i>Laborer - hired after 1/1/94</i>				
<i>Maintenance Repairer</i>				
<i>Mechanic</i>				
<i>Mechanic's Helper</i>				
<i>Motor Broom Driver</i>				
<i>Senior Gardener</i>				
<i>Senior Maintenance Repairer</i>				
<i>Senior Sewer Repairer</i>				
<i>Tree Climber</i>				
<i>Truck Driver</i>				

**SCHEDULE IV - 2007**

<b>TITLE</b>				
<i>Building Maintenance Worker</i>				
<i>Building Maintenance Worker - hired after 1/1/94</i>				
<i>Compactor Truck Driver</i>				
<i>Electrician</i>				
<i>Equipment Operator</i>				
<i>Gardener</i>				
<i>Inventory Control Clerk</i>				
<i>Laborer</i>				
<i>Laborer - hired after 1/1/94</i>				
<i>Maintenance Repairer</i>				
<i>Mechanic</i>				
<i>Mechanic's Helper</i>				
<i>Motor Broom Driver</i>				
<i>Senior Gardener</i>				
<i>Senior Maintenance Repairer</i>				
<i>Senior Sewer Repairer</i>				
<i>Tree Climber</i>				
<i>Truck Driver</i>				



*IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.*

***TEANECK PUBLIC WORKERS  
ASSOCIATION, INC.***

*BY: \_\_\_\_\_  
PRESIDENT*

*BY: \_\_\_\_\_  
MAYOR*

*BY: \_\_\_\_\_  
REPRESENTATIVE*

*BY: \_\_\_\_\_  
MUNICIPAL MANAGER*

*ATTEST:*

*ATTEST:*