

AGREEMENT

Between

**THE TOWN OF WESTFIELD**

And

**LOCAL UNION NO. 469**

**affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

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Effective: **January 1, 2010 through December 31, 2011**

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APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A Professional Corporation  
25 Independence Boulevard  
P.O. Box 112  
Liberty Corner, N.J. 07938  
(908) 580-1776

THIS AGREEMENT is entered into as of the first day of January 2010, between **LOCAL UNION NO. 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the "UNION," and **TOWN OF WESTFIELD, NEW JERSEY**, hereinafter referred to as the "TOWN".

The effective date of this Agreement is January 1, 2010.

## **ARTICLE ONE**

### **RECOGNITION**

Section 1. The Town recognizes Local Union No. 469, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classifications covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits and other terms and conditions of employment.

Section 2. Excluded are all professional, office clerical, supervisory, watchmen, guards, and other employees excluded by law.

## **ARTICLE TWO**

### **MANAGEMENT RIGHTS**

The Town has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited in this Agreement, to:

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other

disciplinary action for good and just cause,

- (d) Control of all Town property.

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

### **ARTICLE THREE**

#### **SUBCONTRACTING**

Section 1. The Town may subcontract work only if the following conditions are met:

1. There are no employees on lay-off with unexpired recall rights.
2. No employees will be laid off because of subcontracting.

Section 2. The provisions of this Article shall not apply to subcontracting due to snow removal.

## **ARTICLE FOUR**

### **DUES CHECK-OFF**

Section 1. The Town agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee authorizing such a dues deduction, and transmit the same with a list of such employees, to the Secretary/Treasurer of Local Union No. 469 within ten (10) days after the dues are deducted.

Section 2. After an employee has been employed for thirty-one (31) days, the Town agrees to deduct the initiation fee in four (4) consecutive bi-weekly payments and to transmit the same as above set forth.

Section 3. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

Section 4. The Union will furnish the Town a written statement of the dues and initiation fees to be deducted.

Section 5. The Union agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Town at the request of the Union under this Article.

## ARTICLE FIVE

### AGENCY SHOP

Section 1. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town.

Section 2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

## ARTICLE SIX

### NOTIFICATION TO THE UNION

Section 1. The Town will notify the Shop Steward in writing of all promotions, demotions, transfers, suspensions, and discharges.

Section 2. The Town will notify the Union and the Shop Steward in writing prior to a layoff.

Section 3. The Town will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay.

Section 4. The Town will notify the Shop Steward of additions and deletions to the payroll of covered employees as they occur.

Section 5. The Town will notify the Union within one (1) week of any new hires in the bargaining unit.

## **ARTICLE SEVEN**

### **UNION BULLETIN BOARD**

Section 1. The Town agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union with prior notification to the Town.

## **ARTICLE EIGHT**

### **PROBATIONARY PERIOD**

Section 1. All full-time permanent employees shall serve a probationary period of ninety (90) calendar days. The probation period may be extended by two additional periods of forty-five (45) additional calendar days upon mutual consent of the parties which shall be in writing. During this probationary period the Town reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE NINE**

### **SENIORITY**

Section 1. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement since the date of permanent hiring.

Section 2. An employee shall lose seniority rights only for any one of the following reasons:

- (a) Voluntary resignation,
- (b) Discharge for just cause,
- (c) Failure to return to work within five (5) days of receipt of notice of recall,
- (d) Continuous lay-off for a period equal to employment service but not to exceed two (2) years.
- (e) Absence without notice for three (3) or more days.

## ARTICLE TEN

### PROMOTIONS AND DEMOTIONS

Section 1. The Town agrees to fill all job vacancies in the bargaining unit from within the bargaining unit before hiring new employees.

Section 2. The Town shall post all vacancies. The Town shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees on vacation have a right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees out on sick leave will be given notice of any opportunity to bid on a job vacancy, however, the job will not be held open more than ten (10) working days following the end of the posting period.

Section 3. Employees may bid on permanent vacancies laterally as well as promotionally.

Section 4. Vacancies shall be awarded to the most senior qualified employee who bids for the job.

Section 5. The successful bidder shall receive a trial period of sixty (60) working days plus twenty (20) additional working days by mutual agreement on the new assignment. Such employee

shall be compensated retroactively at the rate of pay of the new classification on completion of trial period.

Section 6. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left. By mutual agreement, an employee who demonstrates that he cannot perform the job assignments satisfactorily, can be removed before completing eighty (80) working days.

Section 7. Employees shall be restricted from bidding laterally if they have resided in their classification less than one (1) year unless such restriction would allow the Town to fill the vacancy with a new hire. There are no restrictions on promotional bids.

Section 8. The Town shall provide job descriptions for the Engineering Department.

## **ARTICLE ELEVEN**

### **ASSIGNMENTS**

Section 1. All employees, regardless of classification, shall assist in emergencies such as snow removal, flooding, hurricanes, or other acts of God.

Section 2. Employees shall be first assigned to perform work associated with their own classification.

Section 3. Temporary lateral assignments shall be permitted providing such employee is not replaced by an employee from another classification and further provided such temporary lateral transfers are not made to avoid the provisions of Section 5 of this Article.

Section 4. Temporary assignments to the "Tree Climber" classification shall be on a strictly voluntary basis, except as provided for in Section 1 of this Article.

Section 5. Temporary vacancies shall be offered in the order of greatest employment seniority in the next lower classification in order to promote "on-the-job training".

## **ARTICLE TWELVE**

### **LAYOFFS AND RECALL**

Section 1. In the event the Town reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority.
2. The Town shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Town hire from the open market while any employee has an unexpired term of preference for reemployment who is ready, willing, and able to be reemployed.

Section 2. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

## **ARTICLE THIRTEEN**

### **SEPARATION OF EMPLOYMENT**

Section 1. Upon termination, the Town shall pay all monies due to the employee including pro-rata vacation pay on the payday following such termination.

**ARTICLE FOURTEEN**

**TERMINATION PAY**

Section 1. Each employee upon retirement shall be entitled to termination pay in accordance with the following schedule:

1 month pay after 20 years of service.

2 months pay after 25 years of service.

**ARTICLE FIFTEEN**

**NON-DISCRIMINATION**

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Section 2. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

**ARTICLE SIXTEEN**

**JOB STEWARDS**

Section 1. The Town recognizes the right of the Union to designate job stewards and alternates.

Section 2. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information
  - (a) Have been reduced to writing, or
  - (b) If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Town's business.

Section 3. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Town's business.

Section 4. The Town recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE SEVENTEEN**

### **INSPECTION PRIVILEGES**

Section 1. Providing prior notice is given to the Town, authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Town's working schedule.

## **ARTICLE EIGHTEEN**

### **MILITARY LEAVE**

Section 1. Employees enlisting or entering the Military Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Section 2. Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

## **ARTICLE NINETEEN**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1. If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective negotiations after receipt of written notice of the desired amendments by either the Town or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

## **ARTICLE TWENTY**

### **NO STRIKE**

Section 1. The parties agree to settle any differences through the Arbitration and Grievance procedure, therefore, there shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Town shall have the right to take disciplinary action including discharge against any employee participating in a violation of the provisions of this Article.

## **ARTICLE TWENTY-ONE**

### **GRIEVANCE PROCEDURE**

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

Step 1. The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within five (5) working days, the grievance may be appealed to Step 2.

Step 2. The Union Business Representative shall then take the matter up with the Town Administrator, or his designee. A decision must be made within ten (10) working days.

Step 3. Arbitration - Within two (2) weeks of the transmittal of the written answer by the Town Administrator, or his designee, if the grievance is not settled to the satisfaction of the Union, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Town Administrator.

The grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the Town or the Union's Executive Officer shall have the right to submit a grievance to arbitration.

Section 2. The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within five (5) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

Section 4. The local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

## ARTICLE TWENTY-TWO

### VACATIONS

Section 1. All full-time permanent employees, whether paid on an annual salary basis or an hourly basis, shall be granted annual vacation leave with pay as follows:

(a) Up to five (5) working days' vacation will be granted to employees during the first calendar year in which employed by the Town. One day of vacation will be allowed for each two (2) full calendar months of service in such year up to a maximum of five (5) days.

(b) Up to ten (10) working days' vacation will be granted to all employees during each year from the second through the fifth calendar year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days vacation will be granted, plus one (1) additional day of vacation for each two full calendar months of service in the previous year of service, up to a maximum of five (5) additional vacation days for a total of ten (10) days.

(c) Fifteen (15) working days' vacation shall be allowed annually with completion of five (5) anniversary years of continuous service.

(d) Eighteen (18) working days' vacation shall be allowed annually with completion of ten (10) anniversary years of continuous service.

(e) Twenty (20) working days' vacation shall be allowed annually with completion of fifteen (15) anniversary years of continuous service.

(f) Twenty-three (23) working days' vacation shall be allowed annually with completion of twenty (20) anniversary years of continuous service.

(g) Twenty-five (25) working days' vacation shall be allowed annually with completion of twenty-five (25) anniversary years of continuous service.

(h) Employees entitled to either ten (10) working days vacation, fifteen (15) working days vacation, or eighteen (18) working days vacation will be allowed to schedule up to five (5) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town. Employees entitled to twenty (20) or more working days vacation will be allowed to schedule up to ten (10) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town.

(i) Preference for vacation selection shall be awarded employees in the order of greatest total employment seniority.

(j) Vacations shall be scheduled throughout the calendar year.

(k) In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

(l) Provided thirty (30) calendar days prior notice is given to the Town, employees shall receive their vacation pay before commencing their vacation.

### **ARTICLE TWENTY-THREE**

#### **SICK LEAVE**

Section 1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.

Section 2. Employees with less than one (1) year employment shall be entitled to one (1) sick leave day for each month worked.

Section 3. Unused sick leave days shall be accumulated from year to year, for a maximum of ninety (90) days. When an employee has accumulated ninety (90) sick leave days, he will be given up to fifteen (15) additional days for use in a given year.

Section 4. The current wage continuation insurance plan shall continue in full force and effect. Section 5. There will be sick leave redemption on retirement as follows:

One (1) day for every 3 days of accumulated sick days.

Payment under this section will be made only to those employees on the payroll at the time of the formal execution of this agreement.

## **ARTICLE TWENTY-FOUR**

### **LONGEVITY PAYMENTS**

Section 1. Full-time permanent employees of the Town shall be paid, in addition to their annual salary or wage, a longevity payment, except as provided in Section 4 of this Article. Such longevity shall be considered as additional compensation based on the length of service of such employees according to the following schedule:

<u>Years of Service</u>	<u>Longevity Percentage</u>
Completion of five (5) years	1 percent
Completion of ten (10) years	3 percent
Completion of fifteen (15) years	5 percent
Completion of twenty (20) years	7 percent
Completion of twenty-five (25) years	9 percent

Section 2. Such additional compensation shall be computed on the annual base salary or wages of each employee. Additional compensation of any nature, including overtime, shall not be considered in computing the annual base salary or wages of each employee. When computing the years of service of each employee, credit shall be given for all time served consecutively as a full-time permanent employee of the Town. All periods of service shall be computed from the actual anniversary date of employment. The aforesaid additional compensation of longevity payments shall be paid with the regular pay checks to all eligible employees.

Section 3. In each year when an employee reaches his tenth, fifteenth, twentieth or twenty-fifth anniversary, the longevity pay to which he is entitled in that year shall be the sum of the longevity pay which he presently receives, if any, plus the result of multiplying two percent of his annual salary or wage by the proportion that the number of days from his anniversary date to the end of the year bears to the total number of calendar days in the year.

Section 4. Employees hired on or after January 1, 1987 will not be eligible for longevity.

## **ARTICLE TWENTY-FIVE**

### **HOLIDAYS**

Holidays shall be those listed below:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas
Independence Day	Employee's Birthday

Employees may celebrate their birthday on the day of the birthday or another day during the week of the birthday. Employees shall provide at least one (1) week's notice of the day they select to celebrate their birthday holiday.

When a holiday listed above falls on Sunday, it will be observed on the following Monday.

When a holiday listed above falls on a Saturday, it will be observed on the preceding Friday.

## ARTICLE TWENTY-SIX

### INSURANCE

Section 1. For employees hired on or before December 31, 1996, the Town will provide at no cost to the employee, hospital and medical surgical insurance and Major Medical insurance for the employee and his spouse and natural or adopted children of the employee or his spouse up to and including the age of twenty-three years.

For employees hired on or after January 1, 1997, the following options shall be available:

- (a) Coverage under POS program provided by the Town with no co-pay of premium cost; or
- (b) Coverage under the traditional plan with employee required to pay the difference between the cost of the traditional plan and the cost of the POS.

For the purpose of this Agreement, hospital insurance shall be defined as New Jersey Blue Cross or some substantial equivalent, and medical surgical insurance shall be defined as New Jersey Blue Shield (PACE Program) or some substantial equivalent, Rider J and a Major Medical program. The deductibles under the terms of the Plan shall be Two Hundred (\$200.00) Dollars per year for the employee and Three Hundred (\$300.00) Dollars per year for the family.

Effective April 1, 2007 or as soon thereafter as possible the existing health insurance plan will be modified to replace the traditional coverage with the PPO program. The insurance program will also be modified to provide an "Opt Out" provision pursuant to which any employee electing the option to decline coverage will be paid the amount of 40% of the cost of the coverage provided for that employee in the prior calendar year.

The Town will provide the Union with at least a sixty day notification prior to making any changes in the present health insurance coverage.

Section 2. The current wage continuation insurance plan issued by the Fortis will cover employees under this Agreement.

Section 3. The Town will continue to provide dental coverage for employees and dependents (defined as spouse and unmarried children to age 19 or age 23 if enrolled as full-time students in accredited school, college or university) under New Jersey Dental Service Plan, Inc. (Program 111-A) or mutually agreed upon equivalent coverage. Orthodontia coverage will be maintained on a 50/50 basis with a maximum coverage of \$1,500.00 in accordance with the plan in effect for other negotiations units in Town. Employees will contribute to the cost of this benefit when costs exceed 10% over the cost of the previous plan year.

Section 4. The Town shall continue the eyeglass plan currently provided to employees and eligible dependents represented by CWA and PBA that provides one voucher at the cost of \$85.00 to be paid for by the Town for employees with one (1) or more years of service with the Town. The town shall be obligated for one (1) eighty-five dollar (\$85.00) voucher payment per employee once during a two-year period, and the employee may also purchase additional vouchers at his/her expense.

## **ARTICLE TWENTY-SEVEN**

### **PENSION**

Section 1. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

Section 2. Pension benefits shall be based on regular wages.

## **ARTICLE TWENTY-EIGHT**

### **RETIREE BENEFITS**

Section 1. An employee on the payroll as of January 1, 1987 who retires thereafter shall be entitled to continue under the Town's Health Benefits Program (husband and wife coverage applicable at the time of retirement) provided he has reached age fifty-five (55) with at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree receiving this benefit dies prior to age sixty-five (65) and leaves a surviving spouse, her coverage will continue until she reaches age sixty-five (65). Effective in 1997 an employee who reaches age 50 with 25 or more years of creditable service and who retires shall be entitled to continue the health insurance coverage in effect at the time of retirement (i.e., single, parent/child, family) under the Town's Health Benefit Program until age 65.

Section 2. The benefits to retired employees as provided for in this Article are limited to the term of this Agreement and become a subject of negotiations thereafter.

## **ARTICLE TWENTY-NINE**

### **WAGES**

Section 1. During the term of this Agreement, hourly wages for employees shall be as set forth in Schedule A which is appended hereto and incorporated herein by reference.

## ARTICLE THIRTY

### MEETINGS

Section 1. There will be quarterly meetings between the Town Engineer and/or his assistant, foremen and the Union's Executive Committee with two (2) days prior notice. The time of the day, place and length of such meetings shall be determined solely by the Town Engineer.

## ARTICLE THIRTY-ONE

### DISCIPLINE

Section 1. The Town will not discharge, discipline or suspend any employee without just cause and will notify the Union Steward of any such action. Warning notices will be deleted from personnel files provided the employee has received no warning notice for a period of one (1) year; except that notices of insubordination or drug use will not be deleted, and notices for alcohol use will only be deleted after five (5) years without further incident of alcohol use.

Section 2. The Town will cooperate with the Union to assist employees covered hereunder in training to take the test for Commercial Drivers License, and it is understood and agreed that employees who fail to obtain their Commercial Drivers License may be terminated for that reason. In the event of temporary loss of license, the following procedure will apply:

0 - 3 Months loss of license = No Reduction In Pay

3 - 12 Months loss of license = Reduced to pay grade 8 from the start of the 4<sup>th</sup> month  
Employees at or below pay grade 8 shall be reduced to lowest pay grade at start of 4<sup>th</sup> month

Over 1 year loss of license = Employee may be terminated  
for that reason

## **ARTICLE THIRTY-TWO**

### **DEATH IN FAMILY**

Section 1. In the event of a death in the immediate family of an employee, the Town will grant a maximum of a four (4) day leave of absence to be taken within 10 days of the date of death with pay to the employee. The immediate family will be construed as meaning and including wife, husband, child, father, current father-in-law, mother, current mother-in-law, sister, brother, grandparents or grandchildren.

Section 2. In the event of a death of an employee's current brother-in-law or current sister-in-law, the Town will grant the day of the funeral, if a working day, off with pay to the employee.

## **ARTICLE THIRTY-THREE**

### **JURY DUTY**

Section 1. An employee who is called to jury duty shall immediately notify the Town.

Section 2. An employee shall not be required to report back for work on any day in which court is attended for jury duty service, regardless of the employee's shift.

Section 3. An employee while on jury duty will retain all monies awarded by the court in addition to his salary.

## **ARTICLE THIRTY-FOUR**

### **WORK DAY**

Section 1. The Town agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. The daily scheduled hours of work for all Public Works personnel excluding Engineering shall be 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour unpaid lunch period, except that summer hours (herein

defined as the period from Memorial Day through Labor Day) shall be 7:00 a.m. to 3:30 p.m. with ½ hour unpaid lunch period.

Section 2. Although the work period for offices and positions, and compensation therefor shall be forty (40) hours per week, the Town will normally schedule each salaried employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. The schedule shall include a one (1) hour unpaid lunch period. The daily scheduled hours of work shall be 8:30 a.m. to 4:30 p.m. which shall include a one (1) hour unpaid lunch period.

Section 3. The Town agrees to allow paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

Section 4. The Town shall allow a paid fifteen (15) minute break once during each four (4) hour period.

Section 5. The Town agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or holiday.

Section 6. The Town agrees to guarantee an employee called in to work after completing a normal day's work, on any day, Monday through Friday, a minimum of three (3) hours work or pay in lieu thereof. This provision is also applicable to an early call-in within three (3) hours before the employee's normal starting time.

Section 7. The Town will not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

Section 8. Opportunity to earn premium pay (overtime) will be rotated with the intention of achieving equalization of premium pay earnings within the department, provided the employee is qualified to do the job.

Section 9. The assignment of overtime to an individual employee shall not be arbitrarily imposed and any disciplinary action taken against an employee for refusal to work overtime shall be subject to the grievance procedure and arbitration.

## **ARTICLE THIRTY-FIVE**

### **PREMIUM PAY**

Section 1. The Town agrees to pay one and one-half (1-1/2) times the straight time rate of pay in the following instances:

- (1) All hours spent in the service of the Town in excess of eight (8) hours in any given day or forty (40) hours in any work week.
- (2) All hours spent in the service of the Town on any paid holiday (except that double (2x) time will be paid for all hours actually worked on Thanksgiving, Christmas and Easter Sunday) in addition to eight (8) hours straight time holiday pay.
- (3) All hours spent in the service of the Town on any Sunday. There shall be no pyramiding of overtime.

Section 2. Effective the first full pay period after signing of this contract, employees who earn 25 or more hours of overtime in a pay period will receive payment for that overtime in a separate check.

## **ARTICLE THIRTY-SIX**

### **SAFETY**

Section 1. The Town will establish, promote and enforce a safety program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner to insure safe operation.

## **ARTICLE THIRTY-SEVEN**

### **UNIFORMS**

Section 1. The Town will supply the following uniforms to each employee covered by this Agreement for each year of the Contract:

1 winter jacket

1 summer jacket

3 pair of winter trousers & 3 pair of summer trousers

3 winter shirts 3 summer shirts - either tee shirts or short sleeve shirts, in colors of safety orange, lime green or navy blue, at the option of the employee.

Work shoes (\$250.00 per year for 1 or more pairs of work shoes as needed).

Probationary employees will be included in shoe allowance.

Section 2. Employees will receive a uniform allowance of three hundred and twenty-five (\$325.00) dollars for calendar year 2010 and a complete issue of uniforms in 2011.

Section 3. The Town shall replace uniforms, protective clothing and other issued equipment on a fair wear-and-tear basis, the specific procedure for such replacement to be established by the Employer.

Section 4. Employees of the Engineering Department may exchange, on a dollar for dollar basis, the clothing allowance provided for herein to pay for professional dues and related educational programs, up to the dollar value of the clothing allowance in each year of the contract.

## **ARTICLE THIRTY-EIGHT**

### **DURATION**

Section 1. This Agreement shall be in full force and effect from January 1, 2010 to and including December 31, 2011, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

**LOCAL UNION NO. 469**

**TOWN OF WESTFIELD**

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

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

By: Michael Hegube

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

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

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

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

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

George Dauter

SCHEDULE A

WAGE SCHEDULES

Payments under the following wage schedules will be made to those employees on the payroll at the time of the final execution of this Agreement and all those employees hired thereafter.

	<b>Effective <u>1/1/2010</u></b>	<b>Effective <u>7/1/2011</u></b>
<b>Grade 1</b>	\$30.15	\$30.75
<b>Grade 2</b>	\$28.72	\$28.72
<b>Grade 3</b>	\$27.29	\$27.29
<b>Grade 4</b>	\$25.86	\$25.86
<b>Grade 5</b>	\$24.43	\$24.43
<b>Grade 6</b>	\$22.99	\$22.99
<b>Grade 7</b>	\$21.56	\$21.56
<b>Grade 8</b>	\$20.13	\$20.13
<b>Grade 9</b>	\$18.69	\$18.69
<b>Grade 10</b>	\$17.27	\$17.27
<b>Grade 11</b>	\$15.83	\$15.83
<b>Engineering Aide 2</b>	\$36,372	\$37,099
<b>Engineering Aide 1</b>	\$49,669	\$50,662
<b>Survey Party Chief</b>	\$60,959	\$62,178
<b>Project Engineer 2</b>	\$68,519	\$69,889
<b>Project Engineer 1</b>	\$76,075	\$77,597
<b>Building Inspector</b>	<del>\$76,075</del>	\$61,375
<b>Housing Code Inspector</b>	<del>60,172</del>	
<b>Blg./Housing Inspector</b>	\$52,623	\$53,675
<b>Blg./Housing Inspector</b>	\$68,488	\$69,858

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