

AGREEMENT

By and Between

THE TOWN OF BELVIDERE

and

TEAMSTERS LOCAL UNION NO. 469

**Affiliated with the International Brotherhood of
Teamsters**

Contract Term 1/1/2012 through 12/31/2014

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PREAMBLE

THIS AGREEMENT, entered into this ___ day of _____, 2012, by and between the TOWN OF BELVIDERE, and TEAMSTERS LOCAL UNION NO. 469, Affiliated with International Brotherhood of Teamsters located at 3400 Highway 35, Suite 7, Hazlet, New Jersey 07730 (hereinafter referred to as the "Union"), represents the final understanding on all the bargaining issues between the Town and the Union.

ARTICLE I

RECOGNITION

The Town recognizes the Union as the exclusive collective negotiations agent for the employees of the Department of Public Works of the Town, excluding craft employees, mechanics, supervisors, managerial and clerical employees, and all other employees of the Town.

ARTICLE II

UNION RIGHTS

Employees shall have the right to organize, join and support the Union for the purpose of engaging in collective negotiations or to refrain from doing same. Employees shall not be discouraged, coerced, or discriminated against by the Municipality or the Union with respect to hours, wages, or any term or condition of employment by reason of membership or non-membership in the Union or participation or non-participation in any of its lawful activities.

ARTICLE III

MANAGEMENT RIGHTS

A. The Municipality 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. The executive management and administrative control of the Municipal government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees, provided such employees have the qualifications and ability to perform the necessary work.
3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the municipality, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and ordinances of the Municipality of Belvidere.

C. Nothing contained herein shall be construed to deny or restrict the Municipality of its rights, responsibilities and authority under R.S. 11, 40, and 40A New Jersey Administrative Code and any other national, state, county, local laws, local ordinances and D.P.W. Handbook.

ARTICLE IV

WORK HOURS, OVERTIME, HOURLY RATE, AND CALL-IN

A. WORK HOURS

1. The normal work week for the Public Works Department shall consist of five (5) consecutive days of eight (8) hours each, for a total of a forty (40) hour work week, Monday through Friday, inclusive.

2. The regular hours of the Division of Street Services shall be: 7:00 a.m. to 12:00 Noon with a 15 minute break and 12:30 p.m. to 3:30 p.m. with a 15 minute break and an unpaid lunch period of one-half (½) hour.

Special hours for street sweeping shall be 3:00 a.m. to 11:30 a.m. Fridays, or as needed.

TITLES OF EMPLOYEES ARE AS FOLLOWS:

1. Drivers/Laborers 2. Sewer Operator/Truck Driver

B. EMERGENCY OVERTIME

All overtime hours accumulated due to an emergency (i.e., snow, flooding, etc.) and approved by the road supervisor will be paid at time and one-half (1½) the employee's regular straight-time rate of pay whether or not the forty (40) hour threshold has been met.

C. CALL-IN TIME

An employee called in to work at a time other than his/her normally scheduled hours shall be paid at the rate of time and one-half (1½) the employee's regular straight-time rate of pay for a minimum of two (2) hours, provided such time is not continuous to the employee's regular work day. In such case, the employee will receive pay only for the hours actually worked.

D. The Municipality may, at its option on an experimental basis, institute a work week consisting of four (4) consecutive days of ten (10) hours each, for a total of a forty (40) hour work week, Monday through Friday, inclusive. The Union will be notified at least one (1) week prior to the institution or termination of the aforementioned schedule. During the period that the four (4) day work week is in operation, all fringe benefits awarded on a basis of "days" will be adjusted appropriately (i.e., an employee with fifteen (15) sick days at eight (8) hours per day (120 hours) would be entitled to twelve (12) days at ten (10) hours, or one hundred twenty (120) hours).

ARTICLE V

UNION SECURITY AND PROBATIONARY PERIOD

A. UNION SECURITY

1. Any permanent employee in the bargaining unit on the effective date of the Agreement, or on the date upon which this Agreement is signed (whichever is later), who does not join the Union within thirty (30) days thereafter, and any future permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, shall as a condition of employment, pay a representation fee to the Union.
2. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Municipality by the Union.
3. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the representation fee as provided in N.J.S.A. 34:13A-5.6. In the event that challenge is filed, the deduction of the representation fee shall be held in escrow by the Municipality pending final resolution of the challenge.
4. The DPW Supervisor and Assistant Supervisor are not eligible to join the union and are exempt from these provisions

B. PROBATIONARY PERIOD

All new employees shall be on probation for the first six (6) months, during which their employment may be terminated without recourse. In the event the Municipality determines that in its judgement it is necessary or desirable to extend the probationary period, it shall so notify the Union, in writing. Any dispute concerning an extension of the probationary period shall be resolved pursuant to Article XII.

C. TEMPORARY EMPLOYEES

Employees hired for summer, seasonal, or special help in the course of the year are not required to become members of the Union, because they will be temporarily employed for no longer than ninety (90) days.

ARTICLE VI

VACATIONS

A. Vacations for full-time employees shall be based upon the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
0 to 1 year	No Vacation
1 to 2 years	5 working days vacation
2 to 5 years	10 working days vacation
5 to 12 years	15 working days vacation
12 to 19 years	20 working days vacation
20 years and over	25 working days vacation

B. The anniversary date of last hire shall be the cutoff date for the purpose of qualifying for vacation entitlement.

C. Vacations shall be scheduled by March 31st in one (1) week blocks and shall be taken between April 1st. and December 1st., except for up to five (5) days which may be scheduled at 1 day intervals in one calendar year. Vacation days not scheduled during the aforementioned months may be taken with at least seventy-two (72) hours notice. All vacations are subject to prior approval by the municipality.

D. At the employees option, up to one half of the employee's vacation days earned may be waived and the employee paid for that vacation time based on the employee's regular rate. Earned vacation may be accumulated into the following year up to ten (10) days, and only used for emergency or special vacation with the approval of Council.

ARTICLE VII

HOLIDAYS

A. The following are recognized as paid holidays:

1. New Year's Day
2. Washington's Birthday (3rd Monday in February)
3. Good Friday
4. Memorial Day (4th Monday in May)
5. Independence Day
6. Labor Day
7. Columbus Day (2nd Monday in October)
8. Election Day (General only)
9. Veterans Day
10. Thanksgiving Day
11. Friday that follows Thanksgiving
12. Christmas Day

B. Holidays designated above which officially fall on a Saturday shall be celebrated on the Friday before.

C. Holidays designated above which officially fall on a Sunday shall be celebrated on the Monday after.

ARTICLE VIII

SICK AND PERSONAL LEAVE

A. SICK LEAVE

1. Sick leave is defined as "the absence from duty of an employee because of personal illness or exposure to contagious disease".

2. Sick leave for all employees shall be as follows: one day per month commencing on the first day of employment, which can be accumulated at the rate of 12 days per year.

3. An employee who is absent from work fourteen or more consecutive days due to illness shall be required to have a physical examination prior to his/her return to work. On return to work, a report of his/her physical condition from the family physician must be submitted to his/her department head or his/her assistant.

4. If absent three or more consecutive working days due to illness, the employee is required to submit

acceptable medical evidence substantiating the illness or certification by a physician. It is the responsibility of each employee to report his/her illness to his/her department head or his/her assistant immediately.

5. Record Keeping of Sick Leave: The record keeping of sick leave accumulation shall be the function of the Municipal Clerk's office. The records shall indicate sick days that are accumulated to date and sick days taken to date. Each employee has the right, upon reasonable request, to the verification of his/her sick leave accumulation. This request shall be made to the employee's department head.

6. Injury at Work: No employee shall suffer any loss of sick days or be charged with sick days if he/she is injured in a work-related accident.

7. Upon retirement an employee shall be paid for days of accumulated sick time. "Retirement" shall be defined by the retirement standards set forth for same by the New Jersey State Public Employees Retirement System. Any employee who has applied and is granted retirement by P.E.R.S., or who has reached the age of sixty-five (65) and has five (5) years of service shall be eligible to receive the benefits of this provision, with benefits payable up to a maximum of \$15,000. Any employee who is otherwise eligible for this benefit who should die while still employed shall have the benefit payable to his/her estate.

B. PERSONAL LEAVE

1. The Municipality understands that it is not always possible to take care of important business outside of working hours. Therefore, personal leave may be granted in accordance with the provisions noted below.

2. Employees may take up to three (3) days per year for personal leave at the employee's straight-time rate of pay. The employee must first make a request to his/her supervisor for said personal leave, giving the reason for the leave. All requests are subject to approval of the supervisor. The personal leave may not be accumulated from year to year or be used to extend a vacation.

3. Examples of reasons for which personal leave may be granted include: closing on a house, a medical appointment which cannot be scheduled outside of work hours, emergency illness at home, absence for a death not covered under the Bereavement Leave Clause, and religious holidays.

Emergency illness at home is defined as attendance upon a member of his/her immediate family who is seriously ill and requires the care or attendance of such employee. A member of the employee's immediate family shall be limited to husband or wife, son or daughter, brother or sister, mother or father.

C. BEREAVEMENT LEAVE

1. Employees covered by this Agreement shall suffer no loss of regular straight-time pay, up to a maximum of the number of consecutive days noted below, one (1) of which shall be the day of death or the day of the funeral of the member of the family:

<u>Relative</u>	<u>Amount of Leave</u>
Child or Spouse	Three (3) days
Parent	Three (3) days
Mother-in-law or Father-in-law	Three (3) days
Brother or Sister	Three (3) days
Grandparent	One (1) day
Brother-in-law or Sister-in-law	One (1) day

ARTICLE IX

LEAVE OF ABSENCE

A. A leave of absence of up to a maximum of ninety (90) days may be granted upon recommendation of the employee's department head by the Municipal Council, provided that in the opinion and discretion of the Municipal Council such leave will not interfere with the efficient operation of the department.

B. The employee requesting a leave of absence shall submit such request to his/her department head in writing with reasons for the leave.

C. All such leaves of absence which are granted shall be without loss of seniority status and without pay. However, the employee on leave will not accrue seniority while on such leave.

D. Furthermore, vacation and sick days, as well as any other benefits provided for in this Agreement, shall not be accrued nor compensated for during the leave of absence.

E. It is understood that no individual on leave of absence will be gainfully employed by any other

employer or self-employed. Any violation of this understanding may result in an immediate termination of the leave of absence and/or discharge of the employee. Any dispute concerning termination of a leave of absence and/or discharge of the employee shall be resolved pursuant to Article XII.

F. In unusual circumstances and solely at the discretion of the Municipal council, a leave of absence may be extended for up to a maximum of an additional ninety (90) days.

ARTICLE X

JURY DUTY

A. If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so that they may serve on same. During the period of time the employee must appear in court, that employee shall be entitled to collect his/her full salary and, in addition, may keep the monies paid to each juror or by the courts. If the employee is not required to appear for jury duty, that employee must return to work.

B. At the termination of jury duty, the employee will have the Municipal Clerk's office or other officer of the Court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Municipality.

C. There shall be an understanding by and between the Municipality and members of Local 575 that in the event the Municipality can have the members exempted from serving duty they may do so.

ARTICLE XI

TRAINING

A. In-service training may be made available to all employees covered herein as scheduled by the department head, supervisor or appropriate designee.

B. In-service training is defined as "any time allocated by the department head, supervisor, or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees".

ARTICLE XII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale.

The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Union.

B. DEFINITION

The term "grievance", as used herein, means "any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement" and may be raised by an individual, the Union, or the Town.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement and shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE:

The moving party shall present the grievance in writing signed by the aggrieved to the Councilman in charge of the department within (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In all discussions of the grievance which thereafter take place, the parties involved shall make an earnest effort to resolve the matter. The Councilman in charge of the department or his/her designee shall immediately report the grievance to council which shall consider the grievance in executive session at the next regular meeting. The employee shall be notified of the meeting and shall attend the executive session with union representation. The parties shall attempt to resolve the grievance at the executive session meeting. If the parties are unable to resolve the grievance, council may authorize the Councilman in charge of the department or his/her designee to make whatever additional investigation is necessary and, at the next meeting, in executive session, to present a written report with recommendations, at which time council shall affirm, modify or reject the recommendations. The written report and council's action shall be provided, in writing, to the employee, who shall have ten (10) calendar days from receipt of the decision to accept council's action or seek arbitration as provided in step two.

If the parties are unable to resolve the grievance and council does not authorize the Councilman in Charge of the department or his/her designee to make an additional investigation, the grievance shall be considered unresolved and the matter shall be handled pursuant to Step Two.

STEP TWO - ARBITRATION:

1. In the event the grievance has not been resolved at Step One, the Local Union may refer the matter to arbitration, within ten (10) calendar days. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Mediation Board.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority

to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

3. Only one(1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

4. The arbitrator shall set forth his/her findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding and subject to the provisions of law.

D. The cost of the services of the arbitrator shall be borne equally between the Municipality and the Union, if necessary. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. A grievance shall be considered settled upon its withdrawal in writing, when the grievant ceases to be an employee by resignation, when the grievance is resolved pursuant to Step One and/or Step Two, or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XIII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Municipality. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. In the event any violation of the previous paragraph occurs which is unauthorized by the Union; i.e., a "wildcat strike" or any job action identified above; the Town agrees that there shall be no

liability on the part of the international or Local Union, or any of their officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

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

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

ARTICLE XIV

DISCHARGE AND DISCIPLINE

A. The Municipality and/or its representative will have the right to discharge, suspend or discipline an employee for just cause.

B. In the case of suspension or discharge, the Town, through the Municipal Clerk, will notify the Union in writing within five (5) working days of such action.

C. The Union may contest discipline involving discharge, or suspensions in excess of two (2) days, pursuant to the grievance procedure. The Union shall notify the Town through its Clerk of the intent to contest within five (5) working days of receipt of the notice of suspension or discharge.

D. In the event that the Municipality imposes discipline of two (2) days or less, the Union may request that the matter be discussed in executive session at the next regular council meeting. Such discipline as may be decided by council in executive session shall not be subject to the grievance procedure.

ARTICLE XV

MEDICAL COVERAGE

A. All employees will abide by the New Jersey legal requirements for contributions to Medical Insurance.

B. The Municipality may, as its option, self-insure or change any of the foregoing plans or carriers so long as substantially similar benefits are provided.

ARTICLE XVI

UNIFORMS

A. CLOTHING ALLOWANCE

The Municipality will provide each employee with a (\$300.00) dollar clothing allowance due January 1st of each year.

B. SAFETY WORK-SHOE ALLOWANCE

The Municipality will provide a two hundred (\$200.00) dollar shoe allowance effective January 1st of each year.

ARTICLE XVII

DUES CHECKOFF

A. upon receipt by the Municipality of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Municipality and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his/her membership dues (and initiation fee if a new member), which shall be uniform, the Municipality thereafter will deduct from the first (1st) pay each month of each such member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his/her periodic Union dues (and initiation fee is a new member or

representation fee).

B. The Municipality will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 3400 Highway 35, Suite 7, Hazlet, New Jersey 07730, provided that the Union shall previously have notified the Municipality of the amount of dues and initiation fees to be deducted and shall have furnished the Municipality with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.

C. The Union shall indemnify and save harmless the Municipality against any and all claims, demands, suits or other forms of liability by reason of action taken by the Town in reliance upon signed authorization cards furnished to the Municipality by the Union and in compliance with the provisions of this Article.

ARTICLE XVIII

MEAL ALLOWANCE

A. If an employee works through any meal, due to overtime, he/she shall receive a meal allowance of \$10.00 for breakfast, \$12.00 for lunch and \$15.00 for dinner.

ARTICLE XIX

SENIORITY

A. The seniority of an employee is defined as "the length of continuous service as a Municipal employee dating back to his/her last date of hire".

B. Once a year, the Municipality shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Municipality. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications, and seniority dates.

C. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by

accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Municipality.

D. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoff and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.

E. In the event of layoff and re-hiring, the last person hired shall be the first (1st) person to be laid off, and the last person laid off shall be the first (1st) person to be recalled in accordance with this seniority, provided that, in the judgement of the Municipality, the more senior employee is able to do the available work in a satisfactory manner, and provided further that he/she has the proper qualifications.

F. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Municipal record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision 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 of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

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

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing only executed by both parties.

ARTICLE XXII

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2012 and shall remain in full force and effect through December 31, 2014, and from year to year thereafter, unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor later than ninety (90) days in advance of the expiration of this Agreement, of its desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

ARTICLE XXIII

SALARIES

A. SALARIES

The following shall be paid to employees upon the completion of one year of service retroactively to January 1, 2012:

2012	\$.25	per hour
2013	\$.375	per hour
2014	\$.50	per hour

The maximum hourly rate in this scale shall not exceed \$26.17 for the length of the contract.

SIGNATURE OF ACCEPTANCE PAGE

FOR THE UNION:

Employee Representative: Gerald Metzger

Date: 12/11/12

Union Representative: Philip L. Brant

Date: 12/14/12

FOR THE TOWN OF BELVIDERE:

Mayor: Linda H. Galtner Mayor

Date: 12-19-2012

Municipal Clerk/Administrator: Debra Galtner

Date: 12/20/12