

**RESOLUTION OF THE BOROUGH OF LAVALLETTE  
LAVALLETTE, NEW JERSEY**

Resolution No. 2011-165  
Date of Adoption: 6/24/11

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Lavallette that a Memorandum of Agreement between the Borough of Lavallette and the Teamsters Local 97 for a contract effective June 23, 2011 for the period covering January 1, 2011 through December 31, 2013 is hereby approved.

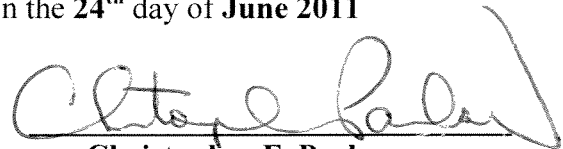
**BE IT RESOLVED**, that Mayor Walter G. LaCicero and Municipal Clerk Christopher F. Parlow are hereby authorized to sign and execute the Agreement.

**BE IT RESOLVED**, that this Contract shall be retroactive to January 1, 2011 and that payments due employees covered under the Agreement will be issued.

**BE IT FURTHER RESOLVED**, that certified copies of this resolution and an executed copy of the agreement be provided to the Chief Financial Officer and the Public Employees Relations Commission.

**CERTIFICATION**

I, Christopher F. Parlow, Municipal Clerk of the Borough of Lavallette, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at a special meeting held on the 24<sup>th</sup> day of **June 2011**



**Christopher F. Parlow  
Municipal Clerk**

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF LAVALLETTE**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF**  
**TEAMSTERS**  
**LOCAL NO. 97**



**EFFECTIVE:           JANUARY 1, 2011**  
**EXPIRES;             DECEMBER 31, 2013**

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**PREAMBLE**

This Agreement made this            day of January 2011 by and between the BOROUGH OF LAVALLETTE, hereinafter referred to as "Employer" and LOCAL 97 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", and represents the complete and final understanding by the parties on all bargainable issues.

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE I**

**UNION RECOGNITION**

A.     The Employer recognizes the Union as the exclusive representative, as certified on July 27, 2000 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time white collar employees employed by the Borough of Lavallette, but excluding all other employees, managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police, professional employees, blue collar employees, dispatchers, and casual employees.



**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer not to exceed one (1) employee per Department plus the Chief Steward who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments by the Employer, provided their absence would not seriously interfere with the operations of the Employer.

**ARTICLE III**  
**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 Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable).

B. The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Employer of the Union. A certification, which changes the amount of dues, shall become effective on the first pay period from which dues are deducted following a twenty (20) day period after such certification is received by the Employer.



C. The Union dues deducted from the employee's pay will be transmitted to the Secretary-Treasurer, Teamsters Local No. 97, 485 Chestnut Street, P.O. Box 3177, Union, New Jersey 07083, by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom the deductions were made. A copy of this material will be sent to the Local Treasurer.

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

E. Any new employee in the bargaining unit, who does not join within ninety (90) days of the initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, 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 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the 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, employees employed on a ten-month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.



**ARTICLE IV**  
**MANAGEMENT**

A. The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States, and any subsequent modification enacted or determined by a judicial or administrative body during the term of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough of Lavallette and its properties and facilities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions, within the Borough, and in that regard to establish reasonable work rules. Such work rules will be equitable and enforced.
3. To suspend, demote, discharge or take any other disciplinary action for just cause according to law.
4. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 Constitutional Laws of the State of New Jersey

and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under 40 or 40A, or any other national, state, county or local laws or ordinance, as amended.

**ARTICLE V**  
**NON-DISCRIMINATION**

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership on non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin or political affiliation.

**ARTICLE VI**  
**MAINTENANCE OF WORK OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Department and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. 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, work stoppage slowdown, walk-out or other job action against the Employer(s).

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, sick-out or other activity aforementioned



Including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Employer to take appropriated disciplinary action including possible discharge in accordance with applicable law.

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

F. The Employer agrees that it shall not cause a lockout.

**ARTICLE VII**  
**VISITATION AND BULLETIN BOARD**

A. Accredited representatives of the Union will be permitted to enter the Borough facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Union decides to have its representative enter the Borough facilities or premises, it will request such permission from the appropriate Borough representatives and such permission will not be unreasonable withheld, provided there shall be no interference with the normal operations of the Borough government or normal duties of employees.

B. The Borough shall supply bulletin boards for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only



upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

- C. Bulletin boards will be provided by the Employer at the following permanent work locations:
1. Town Hall
  2. Public Works Building
  3. Police Station

**ARTICLE VIII**  
**EMPLOYEES SERVING AS UNION STEWARDS**

- A. Designation of the Union stewards (including Union officers)
1. The Union shall advise the Employer in writing of the names of its Stewards.
- B. Excused absences for Union duties at Union request:
1. Upon the written request of the Union, the authorized stewards who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.
  2. The Union agrees that they will notify the Employer at least five (5) working days in advance of any date requested pursuant to the terms of this Article.

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**ARTICLE IX**

**SENIORITY**

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a full time employee.
  
- B. The employer shall maintain an accurate up-to-date seniority roster showing date of hire and classification.
  
- C. Promotions shall be determined according to State Department of Personnel Regulations, however, in case of provisional promotion, seniority and qualifications shall be considered.
  
- D. Lay-offs shall be accomplished in accordance with the State of New Jersey Department of Personnel Regulations.
  
- E. Recalls shall be accomplished in accordance with the State of New Jersey Department of Regulations.

**ARTICLE X**

**HOURS OF WORK AND OVERTIME**

- A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.
  
- B. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the basic workweek shall consist of thirty-five (35) hours of work from Monday to Friday, inclusive. The basic workday shall consist of seven (7) hours of work per day exclusive of a one (1) hour lunch period.



- C. Diane Turrian's workweek shall consist of forty (40) hours of work from Monday to Friday, inclusive. Her basic workday shall consist of eight (8) hours of work per day exclusive of one (1) hour lunch period.
- D. Overtime shall be paid for anytime after 35 hours or after 40 hours respectively at the rate of time and one half.
- E. All overtime shall be paid promptly in the next regular payroll check after the overtime is worked, except in case of emergency.
- F. Any employee required to work on a holiday or Sunday shall be paid two (2) times their regular pay. All work performed on Saturdays, shall be paid at the rate of time and one half.
- G. The employee shall be allowed a fifteen (15) minute break during the morning and afternoon work periods and adequate cleanup time at the end of the day. Break time will not be combined with lunch breaks.
- H. An employee who works an average of less than thirty-five(35)hours per week shall be classified as a part-time employee. The Borough shall schedule the hours of work for all part-time employees covered by this agreement.

**ARTICLE XI**  
**CALL IN PAY**

- A. An employee who is called in to do work in emergencies outside of his or her regular hours shall be entitled to "call in pay" as hereinafter set forth.
- B. Each employee "called in" shall be guaranteed a minimum of two(2) hours payable and



credited at the rate of time and one-half (1½); and such employee shall be entitled to payment at the appropriate overtime rate for all hours actually worked in excess of two (2) hours. This does not apply if an employee is held over at the end of their regularly schedule shift or called in immediately prior to their scheduled shift.

C. The Part-time Deputy Court Administrator shall be guaranteed a minimum of three (3) hours compensation for each “call in” at an hourly rate.

D. Part-timers in other titles are not to be called in before call in is first offered to full-time employees.

## ARTICLE XII

### WAGES

1. Wages effective retroactively from date of ratification to January 1, 2011 are as follows:

Effective January 1 of each year as listed wages are as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
	1.5%	2%	2%
<b><u>Full time employees</u></b>			
Matthew Burk	\$38,424	\$39,192	\$39,976
Diana Turrian	\$57,819	\$58,975	\$60,155
<b><u>Part-time employees</u></b>			
Joyce Hornung	\$17.95	\$18.31	\$18.68



**ARTICLE XIII**  
**VACATION**

- A. Vacation leave will be granted to each full-time employee in hours on the following basis:
1. For an employee with no more than twelve (12) months of service...one (1) day, in hours, for each calendar month employed.
  2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.
  3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
  4. For an employee who has served eleven (11) years and one (1) day...nineteen (19) working days, in hours, per year.
  5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.
  6. For the purpose of calculation of vacation time-years of service shall be years of service as of 01/01-CURRENT YEAR.

B. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three-month period shall not be entitled to any leave accumulated during that time.

C. Each employee shall be informed of his/her Vacation Time. Any employee leaving the service of the Borough shall have unused Vacation Time paid to him/her on a pro-rated basis. If

separation of service occurs, unearned Vacation Time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

D. All part-time employees will receive vacation leave as provided in the contract on a prorated basis.

#### **ARTICLE XIV**

#### **HOLIDAYS**

A. The following shall be paid holidays for all permanent full-time employees:

NEW YEAR'S DAY

LINCOLN'S BIRTHDAY

PRESIDENT'S DAY

GOOD FRIDAY

MEMORIAL DAY

JULY 4<sup>TH</sup>

LABOR DAY

COLUMBUS DAY

ELECTION DAY

VETERANS DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING DAY

CHRISTMAS DAY

MARTIN LUTHER KING DAY

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, subject to the approval of the Department Head, based upon the needs of the Department.

C. To be eligible for Holiday Pay, an employee must work or be on an approved leave the last working day prior to the Holiday and the first working day after the holiday. Approved leave consists of sick, vacation and personal leave.

D. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day. If an official holiday occurs while an employee is on sick leave, the holiday shall not be charged against his sick leave.

E. If there is a conflict between these rules and the Federal Monday Holiday Law, the federal law shall apply.

F. Part-time employees shall not be paid for holidays.

**ARTICLE XV**  
**PERSONAL LEAVE DAYS**

A. Employees shall receive personal days in accordance with the schedule listed below at the discretion of the employer.

<u>YEARS EMPLOYED</u>	<u>PERSONAL DAYS EARNED</u>
2 <sup>nd</sup> through 6 <sup>th</sup> year	1
7 <sup>th</sup> through 12 <sup>th</sup> year	2
Over 13 years	3

B. Part-time employees shall not be entitled to personal leave days.





**ARTICLE XVI**

**SICK LEAVE**

- A. Employees shall be entitled to the following sick leave with pay: One (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 13<sup>th</sup> next following such date of appointment. Fifteen (15) sick days leave with pay for each calendar year thereafter.
- B. Unused sick time shall be accumulated from year to year.
- C. A total of 30 days of accumulated sick leave will be paid to the employee upon retirement, resignation in good standing after ten (10) years of service, or upon death Payment shall be made to the employee's estate in the case of the employee's death. Accumulated sick leave shall be paid at the employee's rate of pay as to the separation. The maximum payment for accumulated sick leave shall not exceed \$15,000.00.
- D. If an employee is discharged for cause, there will be no payment for accumulated sick leave.
- E. An employee may use sick leave for reasons of personal illness, injury or exposure to a contagious disease, illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill or for any personal medical appointments.
- F. Employees shall be entitled to sell back all or any portion of their unused sick time earned during the calendar year, provided that any sick days taken during the year shall be deemed to be taken against the days earned during that year. If any employee chooses to sell back unused sick time, the Department Head shall notify the Chief Financial Officer by November 1 of that year, and payment shall be made by the first pay in December. The employee must notify the Department Head in writing. If any sick days are used after the reporting date, those days will be charged against the

bank. Employees must maintain a minimum bank of thirty (30) accumulated sick days prior to entering the sick day buyback program.

a. Entitlement to Sick Leave

Employees are entitled to sick leave due to a necessary absence from duty due to illness, injury, or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

b. Verification of Sick Leave Policy

There shall be established an employee absence register. This register shall be reviewed monthly by the Administrator. After review, the Administrator will conduct a conference with any employee whose record indicates:

1. A pattern of absence taking place on the same day(s) of the week;
2. Absences in excess of ten days for the calendar year;
3. Absences before or after non-working days;
4. That accumulated sick leave has been habitually exhausted.

Sick leave abuse may result in the imposition of discipline. Three (3) consecutive sick days a Dr.'s note is required. After use of ten (10) sick days in a year a Dr.'s note is required.

G. All part-time employees will receive sick leave as provided in the contract on a prorated basis.

**ARTICLE XVII**

**WORKERS COMPENSATION**

Employees entitled to worker's compensation as a result of injury on the job, shall receive 100% full salary up to 60 days and 70% of salary for anytime after 60 days.

**ARTICLE XVIII**

**DEATH IN THE FAMILY**

A. A leave of absence with pay, for not more than three (3) days, may be granted to an

employee desiring such leave because of death in the immediate family. Two (2) additional bereavement days, with pay, shall be granted if the funeral or burial service takes place outside the State of New Jersey.

For the purpose of clarification, immediate family shall include the following: mother, father, or parental guardian; brothers and sisters; spouse; children; grandmother and grandfather; mother-in-law and father-in-law; brother-in-law and sister-in-law.

**ARTICLE XIX**  
**MILITARY LEAVE**

- A. All employees shall receive military leave in accordance with State and Federal Statutes.

**ARTICLE XX**  
**LEAVE OF ABSENCE**

- A. An employee may be granted a leave of absence without pay for a period not to exceed six(6)months of illness, education or other reasons deemed appropriate at the discretion of the Borough Council, provided however that the employee shall not accept or engage in employment during the period of such leave of absence.
- B. At the expiration of such leave, the employee shall be returned to the prior position with no change in salary.
- C. Seniority shall be retained and shall accumulate during medical or active military duty leave, provided however, seniority shall be retained but shall not accumulate during any other leave.
- D. Any employee who is granted a leave of absence will continue to be covered under the Medical Benefits Program for a period of 12 weeks. Coverage by COBRA may be opted by the employee after that time if the employee agrees to pay for said benefits.

**ARTICLE XXI**

**MEDICAL**

- A. The Employer shall provide to all employees covered by this Agreement and their eligible family members an insurance plan in accordance with the "State Health Benefit Program" as administered by the Division of Pensions, Department of Treasury, State of New Jersey. The employees agree to pay 1.5% of their base salary towards the costs of the health benefit premium in 2011. The employees agree to pay 2.0% of their base salary towards the costs of the health benefit premium in 2012 and 2.0% of their base salary towards the costs of the health benefit premium in 2013. For the purpose of this Article, base salary is the amount on which pension contribution is based (or would be if the employee was enrolled). An employee, who opts out of the health benefit program, will not be required to make said contributions during the time period in which he or she is not enrolled in the health benefit program. The Employer agrees to maintain the State Health Benefit Plan.
- B. The Borough shall also have the ability to provide the prescription plan through the State Health Benefits Program. The dental and vision programs are to be provided through the Teamsters Local 97 Benefits Fund.
- C. Life Insurance:  
The Borough shall continue to cover each employee with a Term Life Insurance policy of \$15,000 at no cost to employees.
- D. Part-time employees shall not be entitled to medical benefits as provided in this article.

**ARTICLE XXII**

**DENTAL/VISION/PRESCRIPTION**

- A. The Employer (Borough of Lavallette) agrees to and shall contribute to the Teamsters

Local 97 Benefits Fund (the "Fund") the following amounts on behalf of each non-probationary employee covered by this Agreement as described below to provide the Dental/Vision and Prescription benefit for eligible employees and their eligible dependents under the Teamsters Local 97 Benefits Fund. The Union agrees to discuss the possibility of modifying the Benefit Program to allow for the utilization of the Prescription Plan as offered by the New Jersey State Health Benefit Program.

Effective Date

January 1, 2011	\$325.00
January 1, 2012	\$335.00
January 1, 2013	\$350.00

B. The Prescription Plan Co-Pay shall be as follows:

Brand Names: \$10.00

Generic: \$5.00

C. The monthly contribution shall be paid for each non-probationary covered employee who is on the Employer's payroll the first day of the month following completion of probationary period. An employee shall be considered to be on the Employer's payroll if the employee is entitled to payment from the Employer for the performance of duties or for the non-performance of the duties such as vacation, holiday, illness or other leave provided under this Agreement. (An employee shall also be considered to be on the payroll if the employee is on disability or worker's compensation, provided that contribution in such event shall not be due for more than **three** months FMLA. The benefits and eligibility for benefits shall be determined by and in accordance with such rules and regulations as may adopted by the Trustees of the Fund.

D. Contributions must be received by the Fund Office no later than the **15<sup>th</sup>** of the month for which they are being paid. The Company shall submit such forms and reports with each contribution payment as the Trustees may require. In the event payment is not received by the due date, the Employer will be liable for accrued interest on the unpaid contributions at the rate of ten per cent (10%) per annum from the date payment was due until the date payment is made.

E. The Employer agrees to be bound by all of the provisions of the Trust Agreement governing the Fund, including, but not limited to, provisions concerning interest and penalties for delinquent contributions. The Employer further agrees that the Trustees may amend the Trust Agreement at any time, in their sole discretion and without the consent of the Employer, and that such amendments are binding on the Employer. The Employer here ratifies all of the acts of the Trustees.

F. The Employer agrees that a duly authorized representative of Fund shall have the right to inspect the records of the Company to determine the accuracy of the Employer's contributions to the Fund. In the event a discrepancy is found as a result of such an audit, the Employer agrees to pay the cost of the audit.

G. The Union guarantees that the rates will stay the same as described in this Agreement.

#### **ARTICLE XXIII**

#### **SAFETY AND HEALTH**

A. The Employer shall at all times maintain safe and healthful working conditions, and shall comply with Federal and State laws relating to safety and health.

#### **ARTICLE XXIV**

#### **RULES AND REGULATIONS**

A. The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the various departments and maintenance of discipline. The Union shall be notified prior to the promulgation of any new rules or regulations.

B. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute a proper order of a Superior, the Employer shall have the right to suspend or discharge the offering employee or employees. Such disciplinary action by the

Employer shall be grievable by the employee under the grievance procedure hereinafter set forth.

C. Disciplinary action taken against any employee shall be done in the privacy of an office so as not to interfere with the operations of the Department.

D. Any employee shall have the right to request Union representation at any meeting established by the employer which the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action. The right to request Union representation at any meeting established by the Employer shall not be utilized as a device to delay or inhibit the Employer in invoking disciplinary against the employee. The Union agrees that if such meeting cannot be held within seventy-two (72) hours of the time the Union receives notice of the infraction, the Employer has the right to meet with the employee without the Union representative being present.

## **ARTICLE XXV**

### **GRIEVANCES**

1. Purpose:

1. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his department supervisory staff.
3. All "grievances" as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

2. Definition:



1. The term "grievances: 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 Borough.

3. Steps of the Grievances Procedure:

1. The following constitutes the sole 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:

1. An aggrieved employee shall discuss his grievances with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Borough Clerk and Borough Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.
2. The Department Head or his representatives, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then



within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Borough with the objective of settling the grievance after the parties have failed to do so in Step Two.

2. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

1. If a grievance is not settled by Step Three, such grievance shall at the request of the Union or the Borough be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he 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. The costs of the services and expenses of the Arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The Arbitrator shall set forth his findings and facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.
5. Borough Grievances:
  - a. Grievances initiated by the Borough shall be filed directly with the Union within five (5) working days after the event-giving rise to the grievance has occurred. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on the part of the Borough. A meeting shall be held

within five (5) working days after filing a grievance between representatives of the Borough and the Union, in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter, it shall be referred to the State Board of Arbitration in accordance with Step Four.

#### **ARTICLE XXVI**

#### **EDUCATION**

A. Education Stipend:

Employees shall be reimbursed for work related "approved courses" upon successful completion of the course.

#### **ARTICLE XXVII**

#### **NEW EMPLOYEES**

A. As soon as practicable upon the hiring of an employee, the Employer shall notify the Union in writing of the employee's name, date of hire, job classification and department assignment.

B. As soon as practicable, upon the completion of an employee's probationary period, the Employer shall notify the Union of same.

#### **ARTICLE XXVIII**

#### **TERMINATION AND EXTENSION OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2011 to December 31, 2013.

B. In the absence of written notice, no more than ninety (90) days, nor less than eighty (80) days prior to the expiration date by either party, this Agreement shall automatically be renewed for




a period of another year, and from year to year thereafter, until-such time as the appropriate notice is given prior to the annual expiration date.


**COMPLETENESS OF AGREEMENT**

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues, which were or could have been the subject of negotiation. 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 or signed this Agreement.

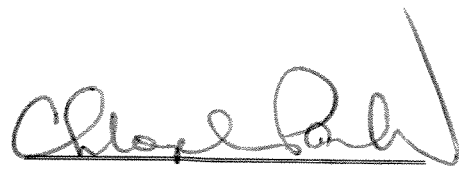
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this 27<sup>th</sup> day of June 2011.

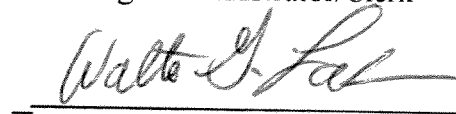
**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 97**

  
\_\_\_\_\_  
John J. Gerow, President

  
\_\_\_\_\_  
Patrick Guaschino  
Vice President

**BOROUGH OF LAVALLETTE**

  
\_\_\_\_\_  
Christopher Parlow  
Borough Administrator/Clerk

  
\_\_\_\_\_  
Walter G. LaCicero  
Mayor