

AGREEMENT  
BETWEEN  
TOWNSHIP OF WAYNE  
AND  
WAYNE FOREMAN'S ASSOCIATION

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JANUARY 1, 2001 THROUGH DECEMBER 31, 2005

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**AGREEMENT**

**THIS AGREEMENT**, made this            day of  
by and between the TOWNSHIP OF WAYNE, hereinafter referred to as  
"Employer", and WAYNE FOREMAN'S ASSOCIATION, hereinafter referred  
to as "Association", which has as its purpose the promotion of  
harmonious relations between the Employer and the Association, the  
establishment of an equitable and peaceful procedure for the  
resolution of differences, and the establishment of rates of pay,  
hours of work, and other conditions of employment, mutually agree  
as follows:

**ARTICLE I**

**DEFINITION OF TERMS**

The term "Employer" refers to the Township of Wayne, a  
municipal employer as defined in Public Employees Statutes of New  
Jersey.

The term "Employee" shall include all foreman personnel within  
the bargaining unit specified in the certification and election  
petition of the Public Employee Relations Commission, and to all  
employees so designated.

The term "Association" shall refer to Wayne Foreman's  
Association.

The term "Administration" shall be construed to mean the Office of the Business Administrator and/or the Office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy and may be designated by the Administration or Department Heads in order to achieve more effective operations.

## **ARTICLE II**

### **RECOGNITION**

#### **SECTION 1 - ASSOCIATION RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining agent for the foreman personnel as shown on the attached Certificate employed in the Department of Public Works, and the Department of Parks and Recreation for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include.

#### **SECTION 2 - EMPLOYER RECOGNITION**

The Association recognizes that the employer is a public benefit corporation, that it was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision, and that its operations are for the public benefit. By reason thereof, the Association acknowledges that the power of the Employer to enter into this Agreement or any of the provisions

thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirement or exceeds the lawful powers of the Employer, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provision shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

### **ARTICLE III**

#### **RIGHTS**

##### **Section 1 - EMPLOYEES' RIGHTS**

To insure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees' Bill of Rights:

- A. An employee shall be entitled to Association representation at each and every step of the grievance procedures set forth in this Agreement.
- B. An employee shall be entitled to Association representation at each stage of a disciplinary proceeding in the Association contract.
- C. No employee shall be required by the Employer to submit to an interrogation before or after charges have been served unless

he or she is afforded the opportunity of having an Association representative present.

- D. No recording devices of any kind shall be used during such interrogation unless the Association is made aware of the fact prior to such interrogation.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of his or her rights under this Agreement.
- G. All employees shall be provided access upon written request to inspect or review their file in personnel or other offices where the records are filed. No new materials shall be inserted without such material being submitted first to the employee, and any such new material or changes in the present contents of the employee's personnel file shall be subject to challenge or to the process of the grievance procedure. Employees shall have the right to insert a written response to any material in his or her file.
- H. The Foremen's Association officers will, upon written request, have access to payroll records of the Foremen's Association.

**Section 2 - EMPLOYER RIGHTS**

It is agreed that management retains the right to direct employees, to hire, promote, transfer, assign and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer. In situations of emergency, as determined by management, such rights shall not be exercised in violation of other sections of this Agreement. The Association hereby acknowledges that the municipality being a public agency is free to use union or non-union subcontractors without interference from the Association, its officers or its members.

**ARTICLE IV**

**DUES AND FEES - CHECKOFF**

**SECTION 1**

Upon receipt of an authorized assignment from a member of the bargaining unit, the Employer shall deduct from the employee's wages each payday a sum equal to one-half (1/2) of such employee's

monthly Association membership dues, as established in accordance with the by-laws and constitution of the Association.

The aggregated deductions of all employees shall be remitted to the Treasurer of the Association together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

## **SECTION 2**

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association 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 employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association'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 Association and the Employer.

- B. The Association agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Association under this Article.

## **ARTICLE V**

### **WORK STOPPAGES**

#### **SECTION 1 - GENERAL STATEMENT**

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

#### **SECTION 2 - ASSOCIATION RESPONSIBILITY**

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

**SECTION 3 - FAILURE TO RETURN TO WORK**

Any employee failing to report back to work within twenty-four (24) hours of notification of non-participation of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct will be subject to discipline of the Employer. Such notification shall be forwarded to the Association representative. Discipline may include loss of seniority or discharge.

**ARTICLE VI**

**SALARIES, HOURS OF WORK AND OVERTIME**

**SECTION 1 - SALARY**

A. Employees shall receive the wages set forth in Schedule A annexed hereto which reflect the following wage adjustments:

- January 1, 2001 - 4%
- January 1, 2002 - 4%
- January 1, 2003 - 4%
- January 1, 2004 - 4%
- January 1, 2005 - 4%

B. The Township will pay an annual stipend of Five Hundred (\$500.00) Dollars to employees who are required by the Township to have a New Jersey Department of Environmental Protection license.

**SECTION 2 - PROBATIONARY PERIOD**

- A. New employees shall be subject to a six (6) month probationary period with no further extension of probation allowed. Termination of employment during the probationary period is not subject to the grievance procedure.
1. Newly hired employees shall accrue vacation and sick/personal time allowance from date of hire but shall not be entitled to compensation for vacation or sick/personal time allowance until the successful completion of the six (6) month probationary period. However, the probationary employee shall not receive retroactive compensation for any absences during the probationary period.
  2. An employee who voluntarily leaves his/her employment with the Township prior to completing the probationary period shall reimburse to the Township all costs associated with his/her pre-employment physical.
- B. Employees who are permanently upgraded to the position of Foreman from Local 2274 shall serve a three 3 month probationary period. All time spent as acting foreman shall be credited toward the probationary period.
1. Acting Foreman shall receive the probationary rate of pay that is listed in Schedule A. Other than for purposes of rate of pay and time credited toward the

probationary period, the position of Acting Foreman shall not be covered by this collective bargaining agreement.

### **SECTION 3 - HOURS OF WORK**

The normal work hours shall be 7 a.m. to 3:30 p.m.

- A. The work week shall consist of any five (5) consecutive days.
- B. Every effort will be made by the Administration to maintain a Monday through Friday work week. However, if the need of the business so requires, the Administration reserves the right to assign five (5) consecutive days as a work week other than Monday through Friday.
- C. The regular starting time of a work shift will not be changed without reasonable notice to the affected employees and not without first having discussed such change, and the need for same, with representatives of the Association, except as to such requirements as may, in the judgment of the Administration, be necessary for the continued effective operation of the Department in a period of emergency. The determination of the existence of such an emergency shall be within the full discretion of the Employer and shall not be subject to any grievance as hereinafter set out.

### **SECTION 4- OVERTIME AND CALL OUT**

- A. The Township shall make reasonable efforts to ask the senior listed Foreman to work overtime. Overtime shall be on a

rotating seniority basis by Division. After reasonable efforts are made and the Foremen from the applicable Division cannot be reached or are unable to work the overtime, then the overtime shall go to the next available Foreman on the Town-wide rotating seniority list. The Township agrees that blue collar employees will not be put in charge of a work crew in a call-out situation.

- B. Call-In for Problems - Foremen will be paid a minimum of four (4) hours for each call calculated on a portal-to-portal basis. Call-in and overtime will be paid at the rate of time and one-half for time worked other than the regular work week. Double time will be paid for overtime worked on Sunday and triple time will be paid for work on holidays. Only those employees whose names appear on Schedule B shall receive portal-to-portal pay. All other employees will not be entitled to this benefit.
- C. Scheduled Over-time (or where necessary call-out) will be on a rotating seniority basis by Department or Division, except where specialized knowledge is required, or where a certain Foreman is assigned on a regular basis through the year, in which event such foreman shall be asked to work before going to the seniority list. There will be one rotating list of foremen by division. That list will be kept by the Duty Officer and will be available for inspection by the

appropriate officers of the Foreman's Association upon request. The list will be in seniority order by Division.

- D. Continued Overtime - The Foreman in charge of a job during regular working hours will remain in charge of that job for overtime purposes. If the job Foreman cannot work the overtime, it will go according to the rotating seniority list by Department and Division.
- E. Snow Plow Contractor Overtime - When Road Foremen cannot handle snow plow contractor overtime, the overtime will go on a rotating basis to the Foremen from Parks and Recreation, Water, Sewer, Traffic and Recycling Divisions. Inspectors from the Engineering Division will be used, only if needed.
- F. Any employee who, with the authorization of his/her Department Head or designee, uses his/her personal vehicle for Township business shall be reimbursed for mileage at the maximum rate permitted by the Internal Revenue Service.

#### **SECTION 5 - SHIFT DEFERENTIAL**

- A. Employees shall receive five percent (5%) above their base pay for second shift - 3:00 p.m. to 11 p.m., and ten percent (10%) for the third shift - 11 p.m. to 7:00 a.m.

#### **SECTION 6 - WORKING OUT OF JOB CLASSIFICATION**

Employees temporarily assigned by their Department Head to a supervisory job opening for a minimum of five (5) consecutive work

days shall receive additional compensation of \$200 per week. Time will not be accumulated retroactively and for the purposes of this section only a holiday shall count as a working day. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction.

## **ARTICLE VII**

### **HOLIDAYS**

A. The official holidays for which employees shall receive a day off with pay are as follows:

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

B. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday shall fall on a Sunday, the following Monday shall be observed as the holiday.

**ARTICLE VIII**

**SICK LEAVE**

A. GENERAL CONDITIONS

Sick leave is paid leave that shall be granted to each full time employee who is unable, through a sickness or injury, to perform the duties of his/her position, or who is quarantined by a physician because he/she has been exposed to a contagious disease. The Township reserves the right to request sick time verification whenever it deems necessary to do so. However, this shall not be done in an unduly offensive or obtrusive manner.

B. SICK LEAVE ALLOWANCE

Beginning January 1, 2002 full time employees shall accumulate sick leave according to the below schedule.

<u>Years of Service</u>	<u>Days Per Year</u>	<u>Earned Per Month</u>
0-20	15	1.25
21-	16	1.33

Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in the immediate family which requires his/her attendance upon the ill member, quarantine restrictions or disabling injuries. The municipality reserves the right to require employees to attend Township physicians. It is the policy of the

Administration that all old accumulated sick days shall be used first.

1. Three (3) days of the yearly sick days may be used as personal days. If they are not used they will revert back to accumulated sick days. Personal days may be taken with forty-eight(48) hours prior notice whenever possible to the employee's Department Head without restrictions. Religious holidays will be included as personal days.
2. It will be the policy of the Administration that personal days will not be taken consecutively and not in conjunction with vacation days. Where unforeseen events may occur, a personal day may be used upon notification to the Department.
3. Probational employees shall not utilize paid sick leave allowance or personal days until they have successfully completed their six (6) month probationary period. This restriction applies only to those probational employees who are new hires and does not apply to existing Township employees who may be promoted to the position of Foreman. When a new employee has completed the six (6) month probationary period, he/she shall receive the allotted sick time retroactively. However, all personal days or sick time used during the probationary period shall be

uncompensated and there shall be no retroactive compensation for any such time used.

4. Article IX, Section 2A(6), of this Agreement is incorporated herein.

C. OCCUPATIONAL ILLNESS OR ACCIDENT

During the period of occupational illness or accident where an employee accepts no compensation benefits under the Worker's Compensation Act or returns those benefits to the Township in exchange for his/her normal pay check, the sick leave time charged will be prorated for that portion which is not covered by the compensation benefits. It is the intent of this paragraph that no employee shall be charged for any sick time due to "on job" injuries involving Worker's Compensation.

D. UNUSED SICK TIME ALLOWANCE

All employees covered by this Agreement who have been employed for at least one (1) year and are covered by the provisions herein shall be entitled to a payment of Twenty-Five Dollars (\$25.00) for each accumulated sick day upon separation from the service of the employer for any reason, save for cause. He/she shall be compensated in cash for the monetary value of his/her accumulated and unused sick time standing to his credit at the time of his/her separation from service. In case of an employee's death in service, payment shall be made to his/her estate.

**ARTICLE IX**

**VACATIONS**

**SECTION 1 - GENERAL VACATION ALLOWANCE**

- A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, each fiscal year in accordance with the following schedule:
1. If an employee is hired before July 1 of the year, that employee shall be entitled to 5 vacation days for that year.
  2. If an employee is hired on or after July 1, of the year, that employee shall be entitled to 0 days vacation for that year.
  3. Start of 1 full year to the completion of the 5 years - 10 work days.
  4. Start of the 6th year to the completion of 10 years - 15 work days.
  5. Start of the 11th year to the completion of 15 years - 20 work days.
  6. At the completion of 15 years, the employee will receive 20 work days. At the start of 16 years, the employee will receive one (1) additional day for each year of service over 15 years to a maximum of 25 work days.
- B. Vacation time must be used within any one (1) calendar year, except as provided in Section 2(A1) (A2) of this article.

Employees shall submit their vacation requests prior to May 21 of each year. Where employees' vacation requests conflict, Division seniority will prevail. After May 21<sup>st</sup> of each year, any vacation change shall be made in writing and may be approved by the Department Head taking into consideration the effect of such change on the efficiency of the Division.

- C. 1. Single and one-half day vacations may be taken with the approval of the employee's Division Head subject to available staffing requirements according to the following schedule:

<u>Amount of Annual Vacation Leave (days)</u>	<u>Blocks of 5 days</u>	<u>Vacation Utilization Single Days</u>
0	0	0
5	1	0
10	1	5
15	1	10
20	1	15
25	2	15

2. Employees who desire to utilize their vacation leave in single days must advise their Division Head at least 48 hours in advance of the requested leave. Failure to notify the Division Head at least 48 hours in advance may result in denial of the requested vacation leave.
3. In the event all timely vacation requests cannot be approved, seniority by Division shall prevail.

**SECTION 2 - GENERAL CONDITIONS APPLICABLE TO VACATION LEAVES**

A. The following general conditions shall apply to vacation leaves:

1. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Department Head.
2. Under no conditions, however, shall an employee be permitted to accumulate more than a total of thirty (30) days of unused vacation leave.
3. Vacation leave shall begin to accrue to permanent employees on their first day of service. However, all new probationary employees shall not utilize or be eligible for compensated vacation leave until they have completed a satisfactory probationary period as set forth herein. There shall be no retroactive compensation for any time used prior to the expiration of the probationary period.
4. The fiscal year for the purpose of the vacation schedule shall begin on January 1 and end on December 31.
5. Accrued vacation leave shall be compensated for when the employee becomes separated, either voluntarily, or involuntarily, save for cause, from the Township service unless the employee terminates service without giving two (2) weeks' notice to his/her Department Head.

6. The amount of his/her available vacation time and sick time shall be provided to a member of the association upon their request.
- B. An employee who is laid off, retires or separates from the service of the Employer for any reason (save for cause) shall be compensated in cash for the monetary value of his/her accumulated and unused vacation time on a prorated monthly basis standing to his/her credit at the time of his/her separation from service, prorated back to date of hire for employees with one (1) year or more service. In case of an employee's death in service, payment shall be made to his/her beneficiaries or estate.
- C. Time on paid sick leave and all other time paid for but not actually worked shall be considered as days worked for the purpose of computing vacation eligibility.

## **ARTICLE X**

### **INSURANCE**

#### **SECTION 1 - INSURANCE FOR ACTIVE EMPLOYEES**

All employees and/or their families covered by this Agreement will be covered at cost to the Employer except as otherwise agreed to and specified herein:

- A. Life Insurance - 1/2 employee's salary to a maximum of \$50,000 (for employee only).
- B. Medical Insurance -Beginning January 1, 2002 all new employees will be subject to a ninety (90) day enrollment

period, during which time there will be no coverage. After which all employees and his/her spouse and/or eligible dependents covered by this Agreement will be covered by medical insurance, hospital insurance, major medical insurance including medical emergency coverage, prescription plan, and dental insurance. These coverages are at no cost to the employee except as described in Article X, Section B1. Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and eligible dependents will continue for a period of six (6) months at no cost, at which time the spouse may elect to continue coverages at his/her own expense at the Township group rates under Cobra.

1. All employees hired after January 1, 1993 will be subject to the following medical insurance co-payment: The Township will pay 100% of the cost of the employee's medical insurance coverage and 50% of the cost of medical insurance coverage for the spouse and any other dependents. The employee will pay the additional 50% of the cost of such coverage. Enrollment of future dependents will be allowed on the first day of each quarter of the year. Those employees promoted to the position of foreman who are not already subject to or

paying a medical insurance co-payment will not be subject to co-pay as provided herein.

2. Prescription Coverage - A basic prescription plan shall be provided for each employee and his/her spouse and his/her eligible dependents at a cost of \$1.00 for generic drugs and \$5.00 for non-generic drugs per prescription. Effective January 1, 2002 the rate becomes \$5.00 generic and \$10.00 non-generic. Effective January 1, 2004 the rate becomes \$5.00 generic and \$15.00 non-generic.

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Generic	\$1.00	\$5.00	\$5.00	\$5.00	\$5.00
Non-Generic	\$5.00	\$10.00	\$10.00	\$15.00	\$15.00

3. Dental coverage is basic coverage up to an annual maximum \$750 for each covered employee, spouse or eligible dependent. Starting January 1, 2002 Dental Coverage will be expanded to \$1,250 per person.
4. In the event an active employee who has been employed by the Township for a minimum of 3 years dies, the spouse and dependents will continue to receive all health benefits for a period of six (6) months after the date of the death at no cost to the employee's spouse/dependents. Thereafter, medical coverage shall be available under COBRA.

5. The Township reserves the right to change insurance plans or carriers provided such coverage is equal to or better than existing coverage.
6. No decrease in benefits or coverage shall be affected without the consent of the Association.
7. Each employee shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventive care which would include one physical exam and for routine immunizations. Effective July 1, 1997, this coverage shall be extended to the spouse of the employee.
8. Effective July 1, 1997, the employer shall implement a \$50.00 per year vision well care program for employees only. Said vision care plan shall pay the full cost of an eye examination with a total cost not to exceed \$50.00 per annum, non-cumulative.

**SECTION 2 - Insurance For Retired Employees**

Retirement shall be defined and administered in accordance with P.E.R.S. definitions and procedures. Pursuant to the authority granted to the Township by N.J.S.A.40A:10:23, the Township shall provide the following benefits.

- A. Any employee who is covered by this bargaining unit and who retires from the Township at age sixty-two (62) or older, with a minimum of fifteen (15) continuous years of service with the Township shall receive the following benefits for

him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA.

Upon the expiration of COBRA all benefits shall cease.

B. Any employee who is covered by this bargaining unit and who retires from the Township prior to attaining the age of sixty-two (62) with a minimum of twenty-five (25) continuous years of service with the Township and twenty-five years (25) or more of service credit in the Public Employee's Retirement System shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage

and/or the prescription drug plan, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA.

Upon the expiration of COBRA all benefits shall cease.

C. Any employee who was employed by the Township on or before October 31, 2001, and who is covered by this bargaining unit, who retires at age sixty-two (62) with a minimum of twenty (20) years of continuous service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
5. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.

6. The ability to purchase major medical coverage and/or the prescription drug plan, for himself/herself and his/her spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- D. Any employee who was employed by the Township on or before October 31, 2001, and who is covered by this bargaining unit, who retires at age sixty-five (65) with a minimum of twenty-five (25) years of continuous service with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- E. Any employee who was employed by the Township on or before

October 31, 2001, and who is covered by this bargaining unit, who retires with a minimum of thirty (30) years of continuous service with the Township, no minimum age, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

F. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.

G. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.

H. Any retired employee who is insured by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1<sup>st</sup> of every year and not later than March 1<sup>st</sup> that, in effect he/she has not changed his or her marital status as a retiree. On February 1<sup>st</sup>, the Township will notify by Certified Mail, those retirees who are delinquent that they

have the month of February to file. Failure to file may result in termination of benefits.

I. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.

J. Upon retirement after twenty-five (25) or more years of service the Township employees listed on Schedule B annexed hereto shall receive a severance cash payment of three (3) days pay for each full year of service at the then existing rate of pay. In the event of the death of an employee, his/her estate shall receive the severance cash payment. As of October 31, 2001 all those eligible for this benefit shall, in exchange for the elimination of the existing benefit from the Collective Bargaining Agreement, receive a one-time payment of \$9,000 payable as follows:

1. July 1, 2002 - \$4,500
2. July 1, 2003 - \$4,500

Members listed on Schedule B shall remain eligible provided they remain employed by the Township of Wayne and shall continue to receive this payment until the \$9,000 has been paid in full in accordance with the above. However, anyone terminated shall not continue to receive these payments regardless of whether or not he has been paid in full.

In the event of the death of an eligible employee, their estate shall receive any payments which would have been due the eligible employee.

It is further understood that anyone who is within six (6) months of retirement shall receive their full entitlement and shall not be part of this buyout.

Paragraph J shall not be included in any successor agreement.

## **ARTICLE XI**

### **LEAVE OF ABSENCE WITH PAY**

#### **SECTION 1 - JURY DUTY**

Any full time employee who is subpoenaed as a witness in a civil or criminal case not involving him/her in his/her capacity as a Township employee, or an employee who is called and served on jury, shall be granted paid leave for that period of time in which he is officially involved with the court in such capacity.

#### **SECTION 2- ASSOCIATION LEAVE**

Should the Association affiliate with a national or International Union, the Employer will grant time off necessary for the elected delegates to attend the International and State Convention providing, however, such absence from his/her duties does not adversely affect the Township operation and further is recommended by his/her Department Head and approved by the Administration; delegate will be limited to one (1) person.

### **SECTION 3 - CIVIC DUTY**

Employees required to appear before a court or other public body pursuant to subpoena on any matter not related to their work and in which they are not personally interested shall be granted a leave of absence therefor. The Employer agrees to pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for a day of service.

### **SECTION 4 - BEREAVEMENT LEAVE**

Each full time employee shall be granted upon approval of said employee's Department Head, time off with pay, not to exceed three (3) days, in the event of a death in his/her immediate family. Upon recommendation of the Department Head and approval by the Business Administrator, a reasonable extension beyond three (3) days may be allowed where circumstances justify such action. The term "immediate family" as used in this paragraph includes the employee's father or mother; wife or husband; brother or sister; son or daughter; mother-in-law or father-in-law; grandmother or grandfather; son-in-law or daughter-in-law; grandchildren.

### **SECTION 5 - EDUCATION ALLOWANCE**

Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the

work of the Township in which he or she is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full pay upon recommendation of the employee's Department Head. Each foreman shall be offered at least one job-related short course, if available, each calendar year, to be paid for by the Township.

#### **SECTION 6 - Military Service**

Any full time employee who is a member of the National Guard or reserve components of the military or naval service of the United States, and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the period of such training. This paid leave of absence shall be in addition to his/her vacation leave, but shall not exceed fifteen (15) days in any fiscal year.

### **ARTICLE XII**

#### **LEAVES OF ABSENCE WITHOUT PAY**

#### **SECTION 1 - GENERAL**

A full time employee may be granted leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the Township when recommended by the Department Head and approved by the Business Administrator. Applications for leave without pay must be submitted in advance in writing to the employee's Department Head showing the employee's reason for

requesting such leave and must contain a statement that he/she intends to return to the Township service.

Employees returning from authorized leaves of absence as set forth in ARTICLES XI and XII will be restored to their original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

**SECTION 2 - LEAVE WITHOUT PAY**

When an employee has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he/she must report for duty with the Township within ninety (90) days following his/her honorable discharge from such service.

**ARTICLE XIII**

**SENIORITY, LAYOFFS AND RECALL**

**SECTION 1 - SENIORITY**

- A. Seniority shall be defined as employee's total length of service in his/her classification and Department and Division from the date he/she is certified in that grade.
- B. All benefits, including vacation, longevity, pay credit, insurance, holidays, pension and all other benefits not including wages shall commence with the original date of hire.

- C. If a question arises concerning two (2) or more employees who started in the same classification on the same date, the following shall apply. If within classification prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, from date of insertion in classification, first name, first preference, etc.
- D. For employees starting in the same classification, on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name. Where the last names are the same, seniority shall be determined by the first name.
- E. In case of promotions, demotions, layoff, recall, shift assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

## **SECTION 2 - LOSS OF SENIORITY**

An employee may lose his/her seniority for the following reasons only:

- A. He/she resigns;
- B. He/she is discharged and the discharge is not reversed;
- C. He/she does not return to work when recalled from layoff as setforth in recall procedure;

- D. He/she does not return from sick leave or leave of absence;
- E. He/she instigates, calls, sanctions, condones or participates in any slowdowns, stoppages of work, boycotts, picketing or willful interference with production, transportation or distribution;
- F. He/she retires.

### **SECTION 3 - LAYOFF**

- A. The word "Layoff" means a reduction in working force.
- B. Seniority shall prevail in case of layoff. The least senior person shall demote to next appropriate title by Division and classification within his/her respective Division and Department.
- C. Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of layoff. The Association shall receive a list from the Employer of the employees being laid off on the same date that such notices are issued to the employees.
- D. Prior to an employee being suspended for an alleged criminal action, the employee must have been indicted by the Grand Jury.

### **SECTION 4 - RECALL PROCEDURE**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be

in the first instance by telephone except that, should no personal contact be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by certified mail at his/her last known address.

- B. If an employee fails to report for work within ten (10) days from the date of mailing of recall notice and no personal contact has been successfully accomplished by telephone, then he/she shall be considered a resignation.
- C. If an employee fails to report as ordered on completion of a telephone notification, then he/she shall be considered a resignation. The telephone order will be confirmed by certified mail.
- D. Recall rights for an employee shall expire one (1) year from date of layoff. Written notice of expiration of recall rights shall be sent to employee at his/her last known address by certified mail.

#### **ARTICLE XIV**

##### **EMPLOYEE WARNINGS & SETTLEMENT OF DISPUTES**

After a three (3) year period from issuance of a warning, written warnings shall be removed from all employees' records and/or files if the employee has shown improvement and no warnings have been issued in said three (3) year period upon written request from the employee.

**SECTION 1 - GRIEVANCES**

A grievance shall be defined as any dispute or complaint arising between the parties, or out of the employee's employment including the interpretation, application, performance or any alleged breach of this Agreement, except those items specifically excluded in this contract, and shall be processed and settled in the following manner:

**SECTION 2 - GRIEVANCE BY THE ASSOCIATION**

STEP I. An employee who has a grievance may at the time that the grievance occurs or within ten (10) working days of the occurrence of the grievance notify his/her immediate Division Head of the grievance. Grievance not taken within twenty (20) working days shall be conclusively deemed waived. The employee and the immediate Division Head shall attempt to resolve the grievance at the earliest mutually convenient time and place. The employee has the right to the presence of an authorized Association representative. A reply to a Step One grievance may be oral and shall be given within five (5) working days of the receipt of the grievance. If no reply is received within the period, the grievance shall be deemed denied.

If a grievance is not settled or is rejected or is deemed denied by a failure of the immediate Division Head to

reply at a Step One level, then the employee of the Association may within ten (10) working days proceed to Step Two. If the employee or Association does not proceed to Step Two within ten (10) working days, the grievance proceedings shall be conclusively deemed waived.

STEP 2. In the event that the grievance has not been resolved at Step One, the employee or the Association Representative present the grievance in writing to the Department Head within ten (10) working days of the receipt of the Step One response. Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the Association Representative. A written decision will be given within four (4) working days of the meeting. If the grievance has not been resolved or if the Department Head has not responded at Step Two within ten (10) working days the employee or Association may within ten (10) working days proceed to Step Three. If the employee or Association does not proceed to Step Three within ten (10) working days, the grievance proceedings will be conclusively deemed waived.

STEP 3. If the grievance has not been settled, it shall be presented, in writing, by the Association to the Administration, within twenty (20) working days of

receipt of the response by the Department Head. The Administration or its designee shall schedule a meeting within ten (10) working days after receipt of the grievance with the President of the Association or authorized representative of the Association, along with the grievant. The Administration or its designee shall render an answer in writing to the Association President, within ten (10) working days of such meeting.

STEP 4. If the grievance is still unsettled, the Association representative may within ten (10) working days after receiving the response from the Administration, by written notice to the Administrator, submit the dispute to arbitration.

### **SECTION 3 - ARBITRATION**

Should the above procedure fail to produce satisfactory results, it is hereby agreed that a single arbitrator from the Public Employment Relations Commission acceptable to both parties shall be chosen to review the grievance, after which his/her determination concerning same shall be binding upon both parties. The cost for such arbitration shall be distributed equally between the two parties.

### **SECTION 4 - MATTERS RELATING TO THE GRIEVANCE PROCEDURE**

A. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution

of this Agreement will be entertained under the provisions of this Agreement.

- B. The Association will notify the Employer, in writing, of the name of not more than three (3) employees who are designated by the Association to represent employees under the grievance procedure. Employees designated by the Association will be permitted to confer with other Association representatives, employees, and with Employer representatives regarding matters of differences during working hours without loss of pay by agreement with his/her immediate superior.
- C. The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any other such right by the Employer shall not be subject to the grievance procedure of this Agreement. This includes all rights under the Public Employment Relations Commission.
- D. The Association shall provide grievance forms in adequate numbers.
- E. The time limits in the procedure may be extended by mutual written agreement.
- F. Any step of the grievance procedure may be by-passed by mutual written agreement.
- G. The affected employee shall be present at each step of the grievance procedure.

**ARTICLE XV**

**SAFETY AND HEALTH**

**SECTION 1 - TOWNSHIP RESPONSIBILITY**

The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees, including safety shoes.

**SECTION 2 - USE OF SAFETY EQUIPMENT**

Any employee failing to use the safety equipment provided will be subject to disciplinary action, including dismissal.

**SECTION 3 - SAFETY SHOES**

The style of safety shoes as related to the issue of safety only shall be negotiated, upon request, with the association.

**SECTION 4 - WORK UNIFORMS**

A. The Employer shall provide on July 1st of each year to each employee covered by this Agreement \$500.00 per year clothing maintenance allowance. This shall be increased to \$550.00 in 2002 and \$600.00 in 2004.

B. The dress mode will be long pant, color coordinated long or short sleeve shirts. Five (5) summer T-shirts with Township logo will be furnished by the Township.

C. The employer shall provide one (1) pair of insulated coveralls during the term of the 2001-2005 contract to all employees in the Bargaining Unit whose coveralls become damaged. Damaged coveralls

will be either repaired or replaced in the same manner as winter jackets are repaired or replaced.

## **ARTICLE XVI**

### **EQUAL TREATMENT**

The Township and the Association agree that there shall be no discrimination for reasons of sex, nationality, race, color, religion, age, marital status, sexual orientation, political affiliation, or Association membership or non-membership or Association activity or non-activity. The Association agrees to support the Township's efforts to eliminate discrimination and harassment from the workplace. The Association further agrees to support and abide by the Township's policies regarding discrimination and harassment, agreeing that disciplinary action up to and including termination may become necessary.

## **ARTICLE XVII**

### **MISCELLANEOUS**

#### **SECTION 1 - FOREMAN JOB OPENINGS -**

The Administration shall notify the President or Vice-President of the Bargaining Unit within ten (10) working days of any foreman's position that becomes vacant. The parties shall address work preservation issues on a case by case basis in accordance with the grievance procedure as set forth in Article XIV of this Agreement

**SECTION 2 - PRIOR PRACTICE**

Any prior practice as defined by applicable law presently enjoyed by employees subject to this Agreement, shall be continued during the term of this Agreement.

**SECTION 3 - INDEMNITY**

All employees are covered by the Township liability insurance and Township Ordinance 11A-1 et seq. Defense and Indemnification of Municipal Officers and Employees

**SECTION 4 - ASSIGNED VEHICLES**

- A. Each foreman shall have a vehicle assigned to him/her. When said foreman is not working, this vehicle will be "signed out" by those using it.
- B. All new vehicles purchased and assigned to foremen shall be equipped with standard air conditioning. No vehicles presently assigned to a foreman will be retrofit with above mentioned equipment.

**SECTION 5 - POLICIES AND PROCEDURES**

Policies and procedures will be the same for all Divisions.

## **ARTICLE XVIII**

### **SEVERABILITY**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately negotiate a substitute for the invalidated portion thereof; if any portion of the Agreement is unlawful and affects the whole, the Agreement shall be null and void.

## **ARTICLE XIX**

### **DURATION & ACKNOWLEDGEMENTS**

This Agreement shall be effective as of the 1st day of January 2001 and shall remain in full force and effect until the 31st day of December, 2005. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the budget submission date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget submission date . This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the expiration date.

TOWNSHIP OF WAYNE  
FOREMEN'S CONTRACT  
PAY SCHEDULE A

	4% 2001	4% 2002	4% 2003	4% 2004	4% 2005
Step A start prob.	\$45,328.	\$47,141.	\$49,027.	\$50,988	\$53,028
Step B end prob.	47,388.	49,284.	51,255.	53,305.	55,437.
Step C - 1 Year	49,448.	51,426.	53,483.	55,622.	57,847.
Step D - 2 Year	50,892.	52,928.	55,045.	57,247.	59,537.
Step E - 3 yrs. & over	52,563.	54,666.	56,853.	59,127.	61,492

Step A shall be the starting rate of pay as well as the "Acting Forman" rate of pay.

TOWNSHIP OF WAYNE

IN WITNESS WHEREOF, the said Township has caused these presents to be signed by its Mayor and Municipal clerk, and to be sealed with its corporate seal, and Wayne Foreman's Association has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:

\_\_\_\_\_  
Kathy Pusterla

ATTEST:

\_\_\_\_\_

TOWNSHIP OF WAYNE

By:  
Judith Orson, Mayor

WAYNE FOREMAN'S ASSOCIATION

SECRETARY

PRESIDENT

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF PASSAIC )

I CERTIFY that on KATHY PUSTERLA  
personally came before me and this person acknowledged under oath,  
to my satisfaction, that:

- (a) this person is the Township Clerk of the Township of Wayne, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by JUDITH ORSON, Mayor of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

KATHY PUSTERLA

Sworn to and Subscribed  
before me the date aforesaid

STATE OF NEW JERSEY )

) SS:  
COUNTY OF PASSAIC            )

I CERTIFY that on  
personally came before me and this person acknowledged under oath,  
to my satisfaction, that:

- (a) this person is the Secretary of WAYNE FOREMAN'S ASSOCIATION,  
the corporation named in this document;
- (b) this person is the attesting witness to the signing of  
this document by the proper corporate officer who is  
the President of the corporation;
- (c) this document was signed and delivered by the corporation  
as its voluntary act duly authorized by a proper  
resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was  
affixed to this document; and
- (e) this person signed this proof to attest to the truth of  
these facts.

Secretary

Sworn to and subscribed  
before me the date aforesaid.

A Notary Public of New Jersey