

# AGREEMENT

Between

THE TOWNSHIP OF MAPLEWOOD

And

THE UNITED CONSTRUCTION TRADES & INDUSTRIAL EMPLOYEES  
INTERNATION UNION

Effective January 1, 2007 through December 31, 2011

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WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Township; and

WHEREAS, the parties desire to embody the results of the collective negotiations in a written agreement,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

#### ARTICLE 1. RECOGNITION AND SCOPE OF AGREEMENT

- 1.1. The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment with respect to all Department of Public Works hourly employees.  
Excluded: White-collar employees, stenographic and clerical employees, managerial, supervisory, confidential, craft, professional employees, policemen and firemen within the meaning of the Act.
- 1.2. This Agreement shall be effective from January 1, 2007, up to and including December 31, 2011. Negotiations for a successor agreement shall commence and proceed pursuant to the rules and regulations of the Public Employment Relations Commission, but the terms and provisions of the Agreement shall continue in effect until such successor agreement is executed.
- 1.3. This Agreement shall be applicable to all employees in the unit represented by the Union, as set forth herein.

## ARTICLE II. MANAGEMENT RIGHTS

- 2.1. It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency are solely the responsibilities of the Township. Accordingly, the Township retain the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods; schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract, sub-contract and the control of equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.
- 2.2. The Township retains all rights of management unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer Employee Relations Act or other laws, rules and regulations.

## ARTICLE III. GRIEVANCE PROCEDURE

- 3.1. A grievance shall be any complaint of an employee other than temporary

or probationary employees of the Union with respect to the application of the terms and provisions of this agreement.

- 3.2. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment in Article 1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3.3. Nothing herein contained shall be construed as limiting the right of any employee temporary or probationary employees having a grievance to discuss the matter informally with the Foreman or Supervisor of the Department of Public Works, and having the grievance adjusted without intervention of the Union, provided an adjustment is not inconsistent with this Agreement. The Union will be given the opportunity to be present at such adjustment provided the grievant requests same.
- 3.4. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of or within fifteen (15) calendar days when the employee should have known of such occurrence, whichever is later. Failure to act within the said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.
- 3.5. The following procedure is mutually agreed upon for the settlement of grievances:  
  
Step One. An employee with a grievance shall first discuss it with his Foremen, with the objective of resolving the matter informally.  
  
Step Two. In the event that the aggrieved person is not satisfied with the decision of the Foreman at Step One, or in the event that no decision has been rendered by the

Foreman within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented in writing by the aggrieved person or the Union on his behalf to the Supervisor or his designated representative within five (5) business day of the Foreman's decision. The Supervisor or his designated representative shall render his decision in writing within seven (7) calendar days after the presentation of the grievance to him.

Step Three. In the event that the aggrieved person is not satisfied with the decision of the Supervisor or his designated representative at Step Two, or in the event that no decision has been rendered by the Supervisor or his designated representative within seven (7) calendar days after the presentation of the grievance to him, the matter shall be presented by the Union to the Director of Public Works within five (5) business days of the Supervisor's decision. A decision shall be rendered in writing by the Director of Public Works within seven (7) calendar days after presentation.

Step Four. In the event that the aggrieved person is not satisfied with the decision of the Director of Public Works or his designated representative at Step Three, or in the event that no decision has been rendered by the Director of Public Works or his designated representative within seven (7) calendar days after presentation of the grievance to him, the matter may be presented by the Union in its discretion to the Mayor and Township Committee by notice to the Township Clerk or Township Administrator within five (5) business days of the Director's decision. If the grievance is presented to the Mayor and Township in writing at least seven (7) calendar days prior to a regularly scheduled Township Committee meeting, it shall

be taken up at the meeting. A decision shall be rendered in writing within fourteen (14) calendar days thereafter.

Step Five. In the event that the grievance has not been satisfactorily resolved at Step Four, then arbitration may be brought only by the Union, through its designees within twenty (20) calendar days from the day the Union receives the Step Four decision or within twenty (20) calendar days from the date the decision should have been received by the Union, if no such decision is received. Arbitration may be so brought by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Township. Arbitrators shall be selected under the selection procedure of the Public Employment Relations Commission. The arbitrators shall conduct a hearing and investigation to determine the facts, and shall render a decision in writing to the parties. The arbitration hearing shall be conducted in the manner and under the rules and regulations of the Public Employment Relations Commission regarding the conduct of hearings and subpoenas may be issued for the production of persons and documents, which subpoenas shall be honored by the Township and the Union. The arbitrator's decision shall be final and binding upon all parties. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the Union when they incur same. The aggrieved employee and witnesses shall be granted time off with pay to attend any arbitration hearing.

- 3.6. A grievance affecting a group of employees may be submitted by the Union on behalf of said named group at Step Two of the grievance procedure.

3.7. If a decision is not rendered by the Township within the time limits presented for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the grievant may advance to the next step. If a decision is not appealed by the Union within the time limits herein set forth at any step in the grievance procedure, then the grievance shall be deemed to have been abandoned denied. Once abandoned, the Union may not re-file the same grievance unless there are substantial differences in circumstances or the involved parties.

#### ARTICLE IV. DISCIPLINE

- 4.1. Discipline of an employee shall be imposed only for just cause. The employee shall have the right, if requested by him, to have a representative of the Union or an Attorney present during any interrogation or hearing when disciplinary action is contemplated. The employee shall receive a copy of any written statement made by him to his superior regarding the complaint, and shall, upon his request, be given a copy of any stenographic record or tape recording which may be made. Disciplinary action may be appealed through the grievance procedure commencing at Step Four.
- 4.2. No employee shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the employee.
- 4.3. The Township may require any employee to submit to a blood test, breathalyzer test, urine test or any other medically recognized method to detect the presence of alcohol, drugs or other illegal substances whenever the Township has reason to believe that the employee is under the influence of a drug or alcohol due to the

employee's behavior; physical presence, condition, or mannerisms; or whenever the test is required to operate motor vehicles or other equipment for the Township. The employee has the right to grieve the test requirement and the application of any findings; however the refusal to take the test will be considered grounds for dismissal.

- 4.4. Any employee whose driving license is suspended or revoked shall be suspended from employment until such time as the license is restored.

#### ARTICLE V. SALARIES

- 5.1 Effective January 1, 2007, the hourly rate of all employees covered under the Agreement shall be adjusted to reflect an increase of six percent (6%) per annum.  
Effective January 1, 2008, the hourly rate of all employees covered by this agreement shall be adjusted to reflect an increase of an additional two percent (2%) per annum.  
Effective January 1, 2009, the hourly rate of all employees covered by this Agreement shall be adjusted to reflect an increase of an additional two percent (2%) per annum.  
Effective January 1, 2010, the hourly rate of all employees covered by this Agreement shall be adjusted to reflect an increase of an additional three percent (3%) per annum.  
Effective January 1, 2011, the hourly rate of all employees covered by this Agreement shall be adjusted to reflect an increase of an additional three and one-half (3.50%) per annum. Appropriate retroactive payments, including overtime, if any, will be made to reflect the foregoing increases.



5.2. If an employee is absent on payday and desires a co-worker to receive his paycheck, the Township shall honor such request, if written authorization is received from the absent employee designating the co-worker that is to receive the absent employee's paycheck.

5.2 Longevity shall be paid to employees in accordance with the following scales:

(a) Employees hired before July 13, 2004 2% longevity increase after 5 years; 4% longevity increase after 15 years; 8% longevity increase after 20 years; 10% longevity increase after 25 years.

(b) Calculation shall be based on total number of full, consecutive years of employment with the Township as of the first of the month following the anniversary date of employment.

(c) Beginning January 1, 2003, longevity pay will be rolled into base pay for all purposed as required by law.

5.4. The Township reserves the right to determine the number of employees to be assigned to various positions, their qualifications and actual duties, and the duration of their assignment.

5.3 Those who are assigned as regular tree climbers shall receive their established rate of pay plus the additional hourly wage provided for in Schedule A regardless of the hours spent climbing trees and is payable on regular pay days. The electrician shall receive climber's pay for time actually spent climbing. In the event of an emergency, if any additional personnel are called on to perform tree climbing, they shall receive the same additional hourly wage for the hours worked.

5.6. Employees who are assigned the duties of "lead person" shall receive the stipend

provided for in Schedule A. "Lead person" is recognized as a specific title for employees in the unit and a lead person, accordingly, receives the higher rate of pay for all hours regardless of whether specific duties of lead person are being performed. One employee who has currently been paid the higher rate of pay will continue to serve as lead person.

- 5.7. If the Supervisors and personnel in the Township office receive a unilateral wage increase greater than provided herein, the Public Works, employees shall receive an equal increase. This, however, does not preclude the employer from granting individual increases, merit increases or any other adjustments in the salary of its employees.

#### ARTICLE VI. RETENTION OF BENEFITS

- 6.1. Any and all existing employee benefits, such as coffee breaks and wash-up time Presently enjoyed by the employees at the effective date of this Agreement or thereafter shall remain in effect at no less than the highest standards in effect at those times. An employee benefit governed by this section is a practice that is "commonly shared by a majority of the members on a consistent basis and is recognized as such by the Township as of the effective date of this Agreement. The Township reserves the right to change these working conditions and the ordinances and resolutions affecting the Department after meeting and conferring with the Union and negotiating the impact of any proposed change on the members.

#### ARTICLE VII. SALARY GRADES AND PERFORMANCE EVALUATION

- 7.1. The parties recognize the existence of three basic grades or steps for all employees in the unit, consisting of three different hourly rates. All employees shall be hired initially at the salary specified for Grade 1, and shall be considered as probationary employees as set forth in section 7.3. Upon the completion of five (5) years employment by the Township, all employees shall move to and receive the pay for Grade III, subject, however, to earlier promotion or movement to Grade III, and the performance evaluation system, as hereinafter set forth.
- 7.2. There shall be a performance evaluation system for employees covered by this contract, and the employees shall receive ratings semi-annually on December 1 and June 1. The rating shall be either satisfactory or unsatisfactory based on the Township rating. At the commencement of each rating period and periodically during the rating period, the employer shall hold a conference, or conferences, with the employees to discuss and determine a performance evaluation system, improvement goals and work standards: At the time when a rating is given, the employee shall be notified, in writing, of the rating and the basis for it, and shall be advised, in writing, of all required work standards and employee's performance in accordance therewith. If a rating is unsatisfactory, the employee shall be advised, in writing, of all unsatisfactory areas and of action recommended to receive a satisfactory rating. Any Grade II employee who receives four consecutive satisfactory ratings shall automatically move to and receive the salary for Grade III. Any employee in Grade III who receives three consecutive unsatisfactory evaluations is placed upon probation and is given specific counseling by the Director of the Department and the Township Administrator as to the performance

deficiencies. If the employee does not correct these deficiencies and in the next two evaluations receives unsatisfactory evaluations, employment with the Township may be terminated.

7.3. The provisions of this paragraph shall apply for employees hired on January 1, 1999 and thereafter. All employees shall be hired initially at the salary specified for Grade I and shall be a probationary employee for one year. Credit to be given to any employee who was engaged by the Township in the Department of Public Works as a regular part-time employee so long as the employment was continuous and continuous with being hired as a full-time employee. (Example: an employee works in June, July and August on a regular part-time basis. That employee, if offered full-time employment, would have nine months of probation to complete the one-year period.) At the completion of the probationary period, that person would then be considered for permanent full-time employment.

Upon receiving three satisfactory performance evaluations after the probationary period, the employee shall then move to Grade II and receive Grade II pay. If said employee does not receive three satisfactory evaluations within two years after the probationary period, the employee will be terminated.

Upon receiving three satisfactory performance evaluations while at Grade II, said employee shall move to Grade III and receive Grade III pay. If said employee does not receive three satisfactory evaluations within two years following elevation to grade, said employee will be terminated.

#### ARTICLE VIII. DISCRIMINATION OR COERCION

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

#### ARTICLE IX. UNION RIGHTS AND PRIVILEGES

9.1. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay and shall receive time off with pay. An employee may have a representative of the Union, or an attorney, present during grievance proceedings and such representatives shall be given reasonable time off with pay during working hours to discuss the grievance with the employee and the Township. The negotiating committee shall have not more than four (4) members, namely, one representative for each department selected by the Union.

9.2. The Union shall have the right to use a bulletin board at the garage to post Union material.

#### ARTICLE X. SENIORITY

10.1. Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority

rights. Any employee who is granted a leave of absence without pay shall not accumulate such credit while he is on such leave.

10.2. An employee who transfers from any other municipal department to a Department of Public Works union position will not receive seniority for time spent in other positions.

10.3. Seniority shall be used for purposes of providing preferential treatment for the most senior employee in the selection of vacations in each department, permanent transfers, permanent reassignments, layoffs, and any other substantial employee advantages, provided, however, that employees in the automotive and electrical department shall be laid off, if necessary, only in accordance with seniority in the department alone. No employee shall be transferred and reassigned unless he is capable of performing the work in the place to which he is transferred and reassigned and undergoes a reasonable training period in such new work.

#### ARTICLE XI. LEAVES OF ABSENCE

11.1 Funeral Leave. Time off with pay shall be given from the day of death of a person in an employee's immediate family, until the day after the funeral, not to exceed three (3) calendar days immediately following the relative's death. In a case involving unusual circumstances, the Director of Public Works may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren, mother-in-law and father-in-law. In addition to the foregoing, an employee shall be entitled to a day off with pay to attend the funeral of his or her brother-in-law and/or sister-in-law. Any

employees requesting a day off for this purpose shall submit a written statement to his supervisor which shall set forth the name of the deceased and the relationship to the employee.

11.2. Military Leave. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

11.3. Leave without Pay. Any employee with three or more years of service desiring a leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave. Written permission from the Township shall be necessary in order for it to be effective and the leave shall not be unreasonable withheld. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township. An employee who fails to comply with this provision shall be subject to disciplinary action. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must make suitable arrangements for continuation of all insurance and pension payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall not be allowed more than six (6) months leave without pay during the term of this Agreement.

11.4. Sick Leave. Absence on a working day caused by sickness or disability other than in the line of duty shall be paid for provided that the employee's Supervisor, Foreman or Public Works Clerk be advised where reasonably possible between 7:00 and 7:30 a.m. on the first day of sickness or disability and further that such sickness or disability in excess of three consecutive days is attested to by a certificate from a physician satisfactory to the Township. For an employee absent for more than three consecutive days, prior to their return to work, the employee must present a doctors certificate indicating that the employee is capable of performing normal work duties. Such sick leave shall be fifteen (15) working days per calendar year and as of January 1, 1978 unused sick leave shall accumulate and be available for use by the employee for a catastrophic illness. An employee shall be paid by the Township, based upon compensation at the date of retirement one-half of the accumulated unused sick leave upon retirement under the Public Employees Retirement System but such payment shall not exceed \$12,000.00. Employee must notify the Township Treasurer before January 1<sup>st</sup> of the year of retirement and if employee fails to notify the Township Treasurer before January 1<sup>st</sup>, payment shall be made in the year following retirement.

11.5. Temporary Disability Leave. The Township will provide a temporary disability leave benefit comparable to that available under the State plan, i.e., a co-contributory plan resulting in a maximum weekly benefit of \$304.00 or the then current rate as follows: In the event an employee suffers any accident or sickness not arising out of his employment and resulting in the employee's total inability to perform the duties of employment, the Township will pay said employees a benefit



equal to two-thirds of the employee's average weekly wage up to a maximum of \$304.00 or the then current rate as provided under the State plan. No benefits shall be paid under this provision, which are otherwise compensable under any law or by any other source. Benefits shall commence upon the exhaustion of the employee's sick leave, current and accumulated. An employee who at the time they become temporarily disabled, has available less than fifteen (15) sick days will use vacation days to the extent that total number of available sick days plus vacation days equals fifteen. This benefit shall continue so long as the employee is totally and continuously disabled up to a maximum period of six months exclusive of vacation and sick leave. Only employees who have worked for the Township at least one full year shall be entitled to this benefit. Any employee seeking benefits hereunder shall file all documents required by the Township and submit to periodic examinations as required by the Township.

No payments are due hereunder in the absence of required documentation, or while the employee is not under the care of a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, or chiropractor who, upon request, will certify as to the disability of the employee, the probable duration thereof, and the medical facts within the practitioner's knowledge. No payments will be due hereunder for any willful or intentional self-inflicted injury or for any injury sustained in commission of a crime of the first, second, or third degree.

## ARTICLE XII. STAND-BY TIME

12.1. Employees shall not be required to “stand-by” after normal working hours for the purpose of being called back to work for emergencies or for other reasons.

## ARTICLE XIII. HEALTH AND SAFETY

13.1. The Township shall furnish a place of employment that shall be reasonably safe and healthful for employees given the nature of the work being performed. The Township shall install, maintain and use such employee protective devices and safeguards, and the employees shall be responsible for the same, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required.

13.2. The Township shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder.

13.3. Employees shall not be required to work where conditions exist which are patently hazardous to the health and safety of the employee and which violate the provisions of this paragraph or violate health or safety laws, rules or regulations. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the Township. Corrective action shall be taken at the earliest time possible.

13.4. There shall be fully equipped first aid kits in all vehicles of the Township used by employees.

#### ARTICLE XIV. TREATMENT OF EMPLOYEES

14.1. Employees and the employer shall be courteous and employees shall not be subject to abusive language from the supervisors. The forgoing shall also apply to employees.

#### ARTICLE XV. OVERTIME

15.1 Maintenance workers shall be paid on the basis of a work week of forty hours from Monday to Friday, both inclusive, at the prevailing hourly rate of wages for the class of labor involved. Overtime shall be paid at the rate of time and one-half for work outside the regular hours of Monday through Friday 7:30 A.M. to 4:00 P.M. (30 minutes lunch time) or any other regular working hours designated by the Director of Public Works, provided the employee worked the day before and following the day in which the overtime occurred. Notwithstanding the foregoing, the following shall be included in the forty hours calculated in the Monday to Friday work week for purposes of computing entitlement to overtime pay: All compensated sick leave, vacations, holidays, other excused leave. All weekend and holiday work shall be compensated for at overtime rates in addition to compensation, which should otherwise be received.

15.2. If an employee is recalled to duty, the employee shall be compensated at the rate of time and one-half for the time worked with a minimum of four (4) hours under the same conditions set forth in paragraph 15.1. Overtime as a continuation of a regular workday shall be compensated only for the time actually worked. Whenever an employee is called upon to work eight (8) hours overtime in addition to his regular

daily employment within an a twenty four (24) hour period, he shall be entitled to receive a four (4) hour rest period at regular pay and shall be entitled to receive his rest period at the commencement of his next regular daily shift unless emergency conditions require his presence on said shift in which event such scheduling of the rest period shall be staggered. On non-work days, if an employee works sixteen (16) hours in a twenty four (24) hour period, he shall be entitled to receive a four (4) hour rest period at regular pay rates. For example, if an employee works sixteen (16) hours on a Saturday and his hourly rate is \$5.00 per hour, he shall receive time and a half pay for sixteen (16) hours at a rate of \$7.50 per hour (in addition to his regular weekly pay) and shall receive straight time pay for four (4) hours (in addition to his regular weekly pay). If an employee is called in for emergency overtime, released to return home, and then called in for a second emergency overtime within four (4) hours of the end of the first "call in", then the employees will be paid for the intervening period at overtime rates. However, the second "call in" need not be governed by seniority. Employees must be notified by noon Thursday of any Saturday overtime work, and such work may only be cancelled by noon Friday by the employer for good cause. Work on Saturdays for leaf clearing or any other work shall be made available at overtime rate to employees covered by this Agreement before it is made available to others.

- 15.3. For purposes of overtime, the lead person in his department will have top seniority. He will be the first person to be called-in for overtime when same is required in his department. Thereafter, each member of the bargaining unit in that department will be called-in, based upon seniority. The only exception is in the case of the Shop

Steward's department, where the Shop Steward shall be called in after the lead person and before the remaining members of that department. Once the seniority list for that department is exhausted members employed in the garage will be called based upon seniority. The Shop Steward shall have top seniority in the garage and will be the first to be called after the department seniority list has been exhausted.

#### ARTICLE XVI. HOLIDAYS

16.1 Full time employees shall receive the holidays listed below:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

The day after Thanksgiving Day

One-half day before Christmas Day

Christmas Day

One-half day before New Year's Day

16.2. When circumstances require an employee to work on the above listed holidays, the employee shall be compensated at the rate of time and one-half for the time worked provided, however, if an employee shall not have worked any regular work day preceding and subsequent to the holiday as a result of illness, he is not to be compensated at the rate of time and one-half unless a doctors certificate attesting to said illness is presented by the employee to the employer, if requested by the employer. If the holiday falls on Saturday, it shall be observed on Friday and if the holiday falls on Sunday, it shall be observed on Monday. If a holiday occurs during a leave for sickness, the employee shall receive credit for the holiday.

16.3. If Christmas or New Year's Day occurs on Monday, the one-half day shall be taken on the preceding Friday.

#### ARTICLE XV11. VACATIONS

All employees covered by this Agreement shall be granted vacations as follows:

17.1. Newly appointed employees shall receive one (1) working days vacation for each month of continuous employment from the date of employment to the time of employee's vacation during the first calendar year of employment not to exceed (10) working days.

17.2. Beginning with the second calendar year and through the fourth calendar year of continuous employment from the date of employment, employees shall receive eleven (11) working days vacation.

- 17.3. Beginning with the fifth calendar year and through the tenth calendar year of continuous employment from date of employment, employees shall receive seventeen (17) working days vacation.
- 17.4. Beginning with the eleventh calendar year and through the fourteenth calendar year of continuous employment from date of employment, employees shall receive eighteen (18) working days vacation.
- 17.5. Beginning with the fifteenth calendar year and through the eighteenth calendar year of continuous employment from date of employment, employees shall receive nineteen (19) working days vacation; beginning with the nineteenth (19) calendar year, and thereafter twenty two (22) working days vacation.
- 17.6. The term calendar year as used herein shall mean that, with the exception of newly appointed employees who shall receive vacation days as outlined in clause (a) above, each employee's vacation increment becomes effective January 1 of the year in which his anniversary date falls.
- 17.7. The scheduling of vacation is left to the discretion of the employer but shall not be unreasonably exercised and seniority shall be a governing factor for the initial two-week period. An employee may take individual vacation days off at the discretion of his or her supervisor. Permission to take individual day off shall not be unreasonably withheld by said supervisor.
- 17.8. With regard to any portion of vacation entitlement that exceeds two (2) weeks, the supervisor may exercise discretion as to whether such excess shall be given consecutively with the second week, but, in any event, shall act to give the excess portion of the employees period in full weeks, where possible.

17.9. Vacation pay shall be made in advance of the vacation.

17.10. The vacation day previously referred to shall only be taken by the employee in question subsequent to the anniversary date. For example, if an employee commenced employment on April 1, then beginning with the fifth calendar year of employment, he shall be entitled to sixteen (16) working days of vacation, provided, however, that the foregoing sixteen (16) working days must be taken subsequent to April 1.

#### ARTICLE XVIII. CLOTHING ALLOWANCE

18.1 The Township shall supply annually at the appropriate time or season, the following work cloths for all employees, which work cloths shall be of good quality for the purpose for which they are intended: three (3) pairs of winter pants and two (2) pairs of summer pants, five (5) long sleeved shirts and five (5) short sleeved shirts, up to five (5) pairs of work gloves, at the discretion of the Foreman; five (5) T-shirts, one (1) pair of work boots of good quality, ankle length, unless the personal physician of the employee recommends low cut work boots, in which case one (1) pair of low cut boots shall be supplied; one (1) summer coat replaced every second year.

18.2. A winter coat shall be replaced no less than every three (3) years or earlier, if needed. Employees must wear clothing supplied by the Township and maintain same properly.

18.3. Employees shall have the option to wear short pants provided that the same does not interfere with their safety in the opinion of the supervisor.



18.4. Employees will receive for clothing maintenance of \$150.00 per year paid in November of each year. New employees who have not worked a full year shall be paid a pro rata amount. Effective January 1, 2009 the clothing allowance will be increased by \$50.00 to \$200.00 per year.

#### ARTICLE XIX. EQUIPMENT

19.1. Employees shall have adequate equipment to perform their duties. Safety glasses, including prescription glasses, shall be paid for and supplied by the Township and will be replaced when broken.

#### ARTICLE XX. TEMPORARY HELP

20.1 Any temporary help who are hired for the purpose of meeting special work demands, such as leaf collection in autumn, shall consist of employees who are capable of performing the work in question and whose presence does not represent a danger or hindrance to the employees covered by this contract.

#### ARTICLE XXI. DUES CHECKOFF AND INDEMNIFICATION

21.1. Upon receipt of proper written authorization from each employee, the Township shall deduct Union dues from salaries of employees and shall remit the monies collected to the Treasurer of the Union once each month. The Union agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

21.2. All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notices shall be given the Union and the Township Treasurer and shall be subject to applicable New Jersey statutes. The Township Treasurer shall thereafter, subject to applicable New Jersey statutes regarding waiting periods, cease withholding any monies whatever under such checkoff authorization.

#### ARTICLE XXII. RELIEF DURING HOT WEATHER

22.1 Except in emergencies, when the temperature humidity index is above 80 THI, the employees shall return to the yard to perform any work required and in the shade.

#### ARTICLE XXIII. LUNCH ROOM AND SLEEPING ROOM

23.1 An adequate sleeping area and lunchroom with sleeping and lunch facilities and related facilities shall be provided by the employer and adequately maintained for the employees in the unit in the Public Works building.

#### ARTICLE XXIV. HOURS OF WORK

24.1. Hours of work shall be 7:30 A.M. to 4:00 P.M. The lunch period shall be from 12:00 P.M. to 12:30 P.M. and wash-up time shall be from 11:45 A.M. to 12:00 P.M. Employees shall punch out for lunch no earlier than 11:50 A.M. and punch in after lunch commencing at 12:30 P.M. and not later than 12:35 P.M. Wash-up time shall also be from 3:45 P.M. to 4:00 P.M.

ARTICLE XXV. PERSONAL DAY

25.1 Each employee shall receive two (2) personal days in each calendar year to be used by the employee in whole or as one-half day off with pay for the purpose of attending to any personal affairs of the employee.

25.2 One (1) additional personal day will be granted at the discretion of management. This day is subject to cancellation in the event of an emergency.

ARTICLE XXVI. DECEASED ANIMALS

26.1 Department of Public Works employees will not be required to pick up deceased animals except in an emergency.

ARTICLE XXVII. HEALTH INSURANCE

27.1 Full time employees, defined as those who work 30 hours per week or more on a regular basis, are eligible to receive health benefits.

Medical: The Township shall provide medical coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per health plan specifications.

Dental: The Township shall provide dental coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per dental plan specifications.

27.2. Health Benefits Contribution: Effect January 1, 2009, bargaining unit members shall pay a flat fee of \$375.00 towards the cost of their health benefits.

27.3. The Township reserves the right to change carriers and/or self-insure as long as substantially similar benefits are provided.

#### ARTICLE XXVIII. FULLY BARGAINED PROVISIONS

28.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by and instrument in writing only, executed by both parties.

#### ARTICLE XXIX. SAVINGS CLAUSE

29.1 If any provisions of the Agreement should be held invalid by operation of law or regulation by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXX. TERM AND RENEWAL

30.1 This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2011, without any reopening date. Any economic changes in this Agreement shall apply to all bargaining unit employees provided that they are covered by the Agreement and only for the time they were employed by the Township. This Agreement shall continue in full force and effect from year to year thereafter, unless the Township or the Union gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures

ATTEST:

FOR THE TOWNSHIP OF MAPLEWOOD:

ATTEST:

FOR THE THE UNITED CONSTRUCTION TRADES & INDUSTRIAL EMPLOYEES  
INTERNATIONAL UNION: