

AGREEMENT

Between

THE TOWN OF WESTFIELD

And

LOCAL UNION NO. 866

Intil. Teamsters

Effective: January 1, 1977 through December 31, 1980

APRUZZESE & McDERMOTT
A Professional Corporation
Independence Plaza
500 Morris Avenue
Springfield, New Jersey 07081
(201) 467-1776

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

TABLE OF CONTENTS

| <u>Article</u> | Description | Page |
|----------------|-------------------------------|------|
| | Agreement | 1 |
| One | Recognition | . 1 |
| Two | Management Rights | 1 |
| Three | Subcontracting | 3 |
| Four | Dues Check-off | 3 |
| Five | Notification to the Union | 4 |
| Six | Union Bulletin Board | 5 |
| Seven | Probationary Period | 5 |
| Eight | Seniority | 5 |
| Nine | Promotions and Demotions | 6 |
| Ten | Assignments | 8 |
| Eleven | Layoffs and Recall | 8 |
| Twelve | Separation of Employment | 9 |
| Thirteen | Termination Pay | 9 |
| Fourteen | Non-Discrimination | 9 |
| Fifteen | Job Stewards | 10 |
| Sixteen | Inspection Privileges | 11 |
| Seventeen | Military Leave | 11 |
| Eighteen | Separability & Savings Clause | 12 |
| Nineteen | No Strike | 13 |
| Twenty | Grievance Procedure | 13 |
| Twenty-One | Vacations | 15 |
| Twenty-Two | Sick Leave | 17 |
| Twenty-Three | Longevity Payments | 18 |
| Twenty-Four | Holidays | 19 |

LAW OPPICES
UZZESE & MCDERMOTT
PROFESSIONAL CONFORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07061

TABLE OF CONTENTS (Cont.)

| <u>Article</u> | Description | Page |
|----------------|------------------------------|------|
| Twenty-Five | Insurance | 19 |
| Twenty-Six | Group Insurance and Pensions | 20 |
| Twenty-Seven | Wages | 20 |
| Twenty-Eight | Meetings | 20 |
| Twenty-Nine | Discipline | 21 |
| Thirty | Death in Family | 21 |
| Thirty-One | Jury Duty | 21 |
| Thirty-Two | Work Day | 22 |
| Thirty-Three | Premium Pay | 23 |
| Thirty-Four | Safety | 24 |
| Thirty-Five | Uniforms | 24 |
| Thirty-Six | Duration | 25 |
| Schedule A | Wage Schedules | 26 |
| : | Schedule Al | . 27 |
| | Schedule A2 | 28 |
| | Schedule A3 | 29 |

LAW OPPICES

UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 070%

AGREEMENT

AGREEMENT is entered into this 7 day of Jude,

1978, between LOCAL UNION NO. 866, affiliated with INTERNATIONAL

BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

OF AMERICA, hereinafter referred to as the "UNION" and TOWN OF

WESTFIELD, NEW JERSEY, hereinafter referred to as the "TOWN".

The effective date of this Agreement is January 1, 1977.

The TOWN and the UNION agree as follows:

ARTICLE ONE

RECOGNITION

Section 1. The Town recognizes Local Union No. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classifications covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

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

ARTICLE TWO

MANAGEMENT RIGHTS

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

LAW OPPICES

«UZZESE & MCDERMOTT

PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE

SPRINOPIELD, N.J. 07081

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause,
- (d) Control of all Town property.

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

LAW OPPICES

**UZZESE & MCDERMOTT

**PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

**SPRINGFIELD, N.J. 07081

authority and prerogative possessed by the Town prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Town, except as limited herein.

ARTICLE THREE

SUBCONTRACTING

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

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

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

ARTICLE FOUR

DUES CHECK-OFF

Section 1. The Town agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee authorizing such a dues deduction, and transmit the same with a list of such employees, to the Secretary-Treasurer of Local Union 866 within ten (10) days after the dues are deducted.

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

LAW OFFICES

UZZESE & MCDERMOTT

PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINOFIELD, N.J. 07081

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

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

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

ARTICLE FIVE

NOTIFICATION TO THE UNION

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

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

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

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

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

LAW OPPICES
RUZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE FLAZA
500 MORRIS AVENUE
SPRINGPIELD, N. J. 07081

ARTICLE SIX

UNION BULLETIN BOARD

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

ARTICLE SEVEN

PROBATIONARY PERIOD

Section 1. All full-time permanent employees shall serve a probationary period of ninety (90) working days. During this probationary period the Town reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement. During this probationary period, the probationary employee will be paid a hiring rate at one dollar (\$1.00) per hour below the current entry rate.

Section 2. A probationary employee is not entitled to any of the benefits provided for in this contract.

ARTICLE EIGHT

SENIORITY

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

LAW OFFICES
UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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

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

ARTICLE NINE

PROMOTIONS AND DEMOTIONS

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

Section 2. The Town shall post all vacancies. The Town shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. Employees on vacation have a right to bid immediately upon return from vacation provided he was on vacation the entire posting period.

<u>Section 3.</u> Employees may bid on permanent vacancies laterally as well as promotionally.

LAW OPPICES

UZZESE & MCDERMOTT

PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

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

Section 5. The successful bidder shall receive a trial period of eighty (80) working days on the new assignment. Such employee shall be compensated retroactively at the rate of pay of the new classification on completion of trial period.

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

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

LAW OFFICES

1UZZESE & MCDERMOTT

PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINOPIELD, N.J. 07081

ARTICLE TEN

ASSIGNMENTS

- Section 1. All employees, regardless of classification, shall assist in emergencies such as snow removal, flooding, hurricanes, or other acts of God.
- <u>Section 2.</u> Employees shall be first assigned to perform work associated with their own classification.
- Section 3. Temporary lateral assignments shall be permitted providing such employee is not replaced by an employee from another classification and further provided such temporary lateral transfers are not made to avoid the provisions of Section 5 of this Article.
- Section 4. Temporary assignments to the "Tree Climber" classification shall be on a strictly voluntary basis, except as provided for in Section 1 of this Article.
- Section 5. Temporary vacancies shall be offered in the order of greatest employment seniority in the next lower classification in order to promote "on-the-job training".

ARTICLE ELEVEN

LAYOFFS AND RECALL

- Section 1. In the event the Town reduces the working force, the following procedure shall apply:
- 1. Employees shall be laid off in the order of least total employment seniority.

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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

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

ARTICLE TWELVE

SEPARATION OF EMPLOYMENT

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

ARTICLE THIRTEEN

TERMINATION PAY

- Section 1. Each employee upon retirement shall be entitled to termination pay in accordance with the following schedule:
 - 1 month pay after 20 years of service
 - 2 months pay after 25 years of service.

ARTICLE FOURTEEN

NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such

LAW OPPICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE

individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

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

ARTICLE FIFTEEN

JOB STEWARDS

- Section 1. The Town recognizes the right of the Union to designate job stewards and alternates.
- Section 2. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
- 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- 2. The collection of dues when authorized by appropriate local Union action;
- 3. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information
 - (a) Have been reduced to writing, or
- (b) If not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Town's business.

LAW OFFICES
RUZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SUBJUNCTURE N. J. OXON

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

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

ARTICLE SIXTEEN

INSPECTION PRIVILEGES

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

ARTICLE SEVENTEEN

MILITARY LEAVE

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

LAW OFFICES

UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINOPIELD N.J. 07081

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

ARTICLE EIGHTEEN

SEPARABILITY AND SAVINGS CLAUSE

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

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

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SYNINGFIELD, N.J. 07081

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

ARTICLE NINETEEN

NO STRIKE

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

ARTICLE TWENTY

GRIEVANCE PROCEDURE

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

Step 1. The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor

LAW OFFICES
PRUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPEMBENCE PLAZA
500 MORRIS AVENUE
SPRINDIFIELD, N. J., 07081

through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2. The Union Business Representative shall then take the matter up with the Town Engineer, or his designee. A decision must be made within five (5) working days.

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

The grievance may be submitted to the New Jersey State
Board of Mediation for the appointment of an impartial
arbitrator in accordance with their Rules and Regulations, who
shall have full power to hear and determine the dispute between
the parties. The arbitrator shall have the authority to hear
and determine the grievance, and his decision shall be final
and binding on all parties. The arbitrator shall have no right
to vary or modify the terms and conditions of this Agreement
and shall decide the dispute within thirty (30) days after the

LAW OFFICES
(UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGERUD N. I. OZON

hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the Town or the Union's Executive Officer shall have the right to submit a grievance to arbitration.

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

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

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

ARTICLE TWENTY-ONE

VACATIONS

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

LAW OFFICES

UZZESE & MCDERMOTT

PROFESSIONAL COSPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

- (a) Up to five (5) working days' vacation will be granted to employees during the first calendar year in which employed by the Town. One (1) day of vacation will be allowed for each two (2) full calendar months of service in such year up to a maximum of five (5) days.
- (b) Up to ten (10) working days' vacation will be granted to all employees during each year from the second through the tenth calendar year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days vacation will be granted, plus one additional day of vacation for each two full calendar months of service in the previous year of service, up to a maximum of five (5) additional vacation days and a total of ten (10) days.
- (c) Fifteen (15) working days' vacation shall be allowed to all employees who have completed ten (10) years of continuous service before July 1.
- (d) Employees entitled to either ten (10) working days vacation or fifteen (15) days vacation will be allowed to schedule up to five (5) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town.
- (e) Twenty (20) working days' vacation shall be allowed all employees who have completed fifteen (15) years of continuous service before July 1.

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGELLA N. J. 2200

- (f) Employees entitled to twenty (20) working days vacation will be allowed to schedule up to ten (10) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town.
- (g) Preference for vacation selection shall be awarded employees in the order of greatest total employment seniority.
- (h) Vacations shall be scheduled throughout the calendar year.
- (i) In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.
- (j) Provided thirty (30) calendar days prior notice is given to the Town, employees shall receive their vacation pay before commencing their vacation.

ARTICLE TWENTY-TWO

SICK LEAVE

- Section 1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.
- Section 2. Employees with less than one (1) year employment shall be entitled to one (1) sick leave day for each month worked.
- Section 3. Unused sick leave days shall be accumulated from year to year, for a maximum of seventy-five (75) days.

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
SOO MORRIS AVENUE
SPRINGPIELD, N.J. 07081

Section 4. The current wage continuation insurance plan shall continue in full force and effect.

ARTICLE TWENTY-THREE

LONGEVITY PAYMENTS

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

Years of Service

Longevity Percentage

| Completion | of | ten (10) years | 2 percent |
|------------|----|--------------------|-----------|
| Completion | of | fifteen (15) years | 4 percent |
| Completion | of | twenty (20) years | 6 percent |
| Completion | of | twenty-five years | 8 percent |

Section 2. Such additional compensation shall be computed on the annual base salary or wages of each employee. Additional compensation of any nature, including overtime, shall not be considered in computing the annual base salary or wages of each employee. When computing the years of service of each employee, credit shall be given for all time served consecutively as a full-time permanent employee of the Town. All periods of service shall be computed from the actual anniversary date of In each year when an employee reaches his tenth, employment. fifteenth, twentieth or twenty-fifth anniversary, the longevity pay to which he is entitled in that year shall be the sum of the longevity pay which he presently receives, if any, plus the result of multiplying two percent of his annual salary or wage by the proportion that the number of days from his

LAW OPPICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
SOO MORRIS AVENUE
SPRINGFIELD, N.J. 07081

anniversary date to the end of the year bears to the total number of calendar days in the year. The aforesaid additional compensation of longevity payments shall be made as a bulk payment to all employees entitled thereto after November 1 of each year.

ARTICLE TWENTY-FOUR

HOLIDAYS

Holidays shall be those listed below:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day Columbus Day Veterans Day General Election Thanksgiving Day Christmas

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

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

In each contract year there shall be a maximum of twelve (12) paid holidays.

ARTICLE TWENTY-FIVE

INSURANCE

Section 1. The Town will provide at no cost to the employee, hospital and medical surgical insurance and Major Medical insurance for the employee and his spouse and natural or adopted children of the employee or his spouse who are under the age of nineteen years.

LAW OFFICES
UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
SOO MORRIS AVENUE
SPRINGFIELD, N.J. 07061

For the purpose of this Agreement, hospital insurance shall be defined as New Jersey Blue Cross or some substantial equivalent and medical surgical insurance shall be defined as New Jersey Blue Shield or some substantial equivalent and a Major Medical program. Rider J is not intended to be included within the benefits conferred by this Article.

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

ARTICLE TWENTY-SIX

GROUP INSURANCE AND PENSION

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

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

ARTICLE TWENTY-SEVEN

WAGES

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

ARTICLE TWENTY-EIGHT

MEETINGS

Section 1. There will be quarterly meetings between the Town Engineer and/or his assistant, foremen and the Union's

LAW OFFICES

IUZZESE & MCDERMOTT

PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N. J. 0708)

Executive Committee. The time of the day, place and length of such meetings shall be determined solely by the Town Engineer.

ARTICLE TWENTY-NINE

. DISCIPLINE

Section 1. The Town will not discharge, discipline or suspend any employee without just cause and will notify the Union Steward of any such action.

ARTICLE THIRTY

DEATH IN FAMILY

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

ARTICLE THIRTY-ONE

JURY DUTY

- Section 1. An employee who is called to jury duty shall immediately notify the Town.
- Section 2. An employee shall not be required to report back for work on any day in which court is attended for jury duty service, regardless of the employee's shift.
 - Section 3. The Town agrees to pay the employee eight
- (8) hours straight time pay for each day on jury duty service.

LAW OPPICES
UZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07091

ARTICLE THIRTY-TWO

WORK DAY

Section 1. The Town agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. The schedule shall include a forty-five (45) minute unpaid lunch period. The daily scheduled hours of work for hourly rate employees shall be:

8:00 a.m. to 4:45 p.m.

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

9:00 a.m. to 5:00 p.m.

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

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

LAW OFFICES
'RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J., 07081

Section 5. The Town agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or holiday.

Section 6. The Town agrees to guarantee an employee called in to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the employee's normal starting time.

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

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

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

ARTICLE THIRTY-THREE

PREMIUM PAY

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

LAW OFFICES
RUZZESE & MCDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINOPIELD, N.J. 07081

- (1) All hours spent in the service of the Town in excess of eight (8) hours in any given day or forty (40) hours in any work week.
- (2) All hours spent in the service of the Town on any paid holiday in addition to eight (8) hours straight time holiday pay.
- (3) All hours spent in the service of the Town on any Sunday.

There shall be no pyramiding of overtime.

ARTICLE THIRTY-FOUR

SAFETY

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

ARTICLE THIRTY-FIVE

UNIFORMS

Section 1. The Town will supply and launder the following uniforms to each employee covered by this Agreement:

- 1 winter jacket
- 1 summer jacket
- 3 pair of trousers
- 3 winter shirts
- 3 summer shirts either tee shirts or short sleeve shirts at the option of the employee.
 - 1 pair work shoes (\$26.00 or less) per year.

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
SOO MOBRIS AVENUE
SPRINGFIELD, N.J. 07091

ARTICLE THIRTY-SIX

DURATION

This Agreement shall be in full force and effect from January 1, 1977 to and including December 31, 1980, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

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

LOCAL UNION NO. 866

TOWN OF WESTFIELD

Attest:

Morman A

Man St.

Duy (Verskand

LAW OFFICES

UZZESE & MCDERMOTT

PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINOFIELD, N.J. 07081

WAGE SCHEDULES

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

Wage Schedule Al will apply to those hourly employees who do not have a primary job skill.

Wage Schedule A2 will apply to those hourly employees whose primary job skills are: Automotive and Truck Mechanics, Equipment Operators, Sanitary-storm Sewer Maintenance Technician, Meter Mechanic, Traffic and Sign Maintenance Technician, Landscaper, and Tree Climber.

Wage Schedule A3 will apply to those salaried employees in the following job titles: Engineering Aide, Senior Engineering Aide, Engineer, Senior Engineer, Principal Engineer, Building Inspector and Housing Code Inspector.

LAW OFFICES
RUZZESE & MCDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGPIELD, N.J. 07081

| Classifi- cation | Effective 1/1/77 | Effective 1/1/78 | Effective 7/1/78 | Effective 1/1/79 | Effective 7/1/79 | Effective 1/1/80 | Effective 7/1/80 |
|---------------------|---------------------|------------------|------------------|---------------------|------------------|---------------------|---------------------|
| 1-1 | | \$3.71 | \$3.77 | \$3.94 | \$3.98 | \$4.16 | \$4.20 |
| 1-2 | | 3.93 | 3.97 | 4.15 | 4.19 | 4.38 | 4.42 |
| 1-3 | \$3.95 | 4.13 | 4.17 | 4.36 | 4.40 | 4.60 | 4.64 |
| 1-4 | 4.14 | 4.33 | 4.37 | 4.57 | 4.61 | 4.82 | 4.86 |
| 1-5 | 4.33 | 4.52 | 4.57 | 4.78 | 4.82 | 5.04 | 5.09 |
| 1-6 | 4.52 | 4.72 | 4.77 | 4.98 | 5.03 | 5.26 | 5.31 |
| 1-7 | 4.71 | 4.92 | 4.97 | 5.19 | 5.24 | 5.48 | 5.53 |
| 1-Sp. | 5.16 | 5.39 | 5.44 | 5.68 | 5.74 | 6.00 | 6.06 |

| Classifi- cation | Effective 1/1/77 | Effective 1/1/78 | Effective 7/1/78 | Effective 1/1/79 | Effective 7/1/79 | Effective 1/1/80 | Effective 7/1/80 |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 2-1 | \$5.16 | \$5.39 | \$5.44 | \$5.68 | \$5.74 | \$6.00 | \$6.06 |
| 2-2 | 5.31 | 5.55 | 5.60 | 5.85 | 5.91 | 6.18 | 6.24 |
| 2-3 | 5.48 | 5.73 | 5.78 | 6.04 | 6.10 | 6.37 | 6.44 |
| 2-4 | 5.66 | 5.91 | 5.97 | 6.24 | 6.30 | 6.58 | 6.65 |
| 2-5 | 5.84 | 6.10 | 6.16 | 6.44 | 6.50 | 6.79 | 6.86 |
| 2-6 | | | | 6.65 | 6.71 | 7.01 | 7.08 |
| 2-7 | | | | | | 7.24 | 7.31 |

| Classification | <u> 1977</u> | <u>1978</u> | 1979 | 1980 |
|-------------------------|--------------|-----------------|-----------------|---------|
| Junior Engineering Aide | \$7,100 | \$7, 500 | \$7, 950 | \$8,400 |
| Senior Engineering Aide | | 9,850 | 10,400 | 11,000 |
| Junior Engineer | 11,565 | 12,200 | 12,900 | 13,600 |
| Senior Engineer | | 14,550 | 15,350 | 16,200 |
| Principal Engineer | 16,000 | 16,950 | 17,900 | 18,900 |
| Building Inspector | 12,500 | 13,200 | 13,950 | 14,700 |
| Housing Code Inspector | 10,770 | 11,400 | 12,000 | 12,700 |