

AGREEMENT

BETWEEN

**BOROUGH OF MANVILLE
SOMERSET COUNTY, NEW JERSEY**

AND

**TEAMSTERS LOCAL UNION NO. 469
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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PREAMBLE

This Agreement entered into starting January 1, 2012 by and between the Borough of Manville, in Somerset County, New Jersey, hereinafter called the "Borough" and Teamsters Local Union No. 469, Affiliated with International Brotherhood of Teamsters hereinafter called the "Union", represents the complete and final understanding on all the bargain able issues between the Borough and the Union.

ARTICLE I

RECOGNITION

- 1.1 The Borough recognizes the Union as the exclusive collective negotiations agent for the employees of the Department of Public Works and Water/Sewer Utility, but excluding all professional employees, supervisors and office personnel.

ARTICLE II

UNION RIGHTS

- 2.1 Employees shall have the right to organize, join and support their Union for the purposes of engaging in collective negotiations. Employees shall not be discouraged, coerced or discriminated against by the employer with respect to hours, wages, or any term or condition of employment by reason of membership in the Union or participation in any of its lawful activities.
- 2.2 In the event that by legislation, statute or executive order, collective bargaining is extended or expanded to include mandatory items not presently negotiable, then in that event, the Union shall have the right to demand immediate negotiations on these new areas.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 Except to the extent expressly modified by a specific provision of this Agreement, the Borough of Manville reserves and retains solely and exclusively all its statutory and Common Law Rights to manage the operations of all employees in the Department of Public Works and Water/Sewage Utility of the Borough of Manville, New Jersey as such rights existed prior to the execution of this or any other Agreement with the said employees.
- 3.2 The Borough retains all rights invested or conferred upon it pursuant to laws and the Constitution of the United States Government and Government of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Manville Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for promotions or transfers.
3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
4. The exercise of the foregoing powers, rights, authority, duty and responsibility of the Borough of Manville, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE IV

WORK WEEK, OVERTIME, STAND-BY AND CALL-TIME

4.1 WORK HOURS

The normal workweek for the Department of Public Works and Water/Sewer Utility shall consist of five (5) consecutive days, Monday through Friday 7:00 a.m. till 3:30 p.m. The normal workday shall consist of eight (8) consecutive hours exclusive of one-half (½) hour lunch period.

4.2 OVERTIME

Employees shall be entitled to overtime pay at the rate of one and one-half (1½) times their hourly rate after eight (8) hours in any day or forty (40) hours in any week. Vacation days, holidays, bereavement leave and approved sick days shall be considered as time worked for purposes of computing overtime compensation.

4.3 STAND-BY TIME

1. Stand-by shall be determined by the Department of Public Works Director and shall be considered as eight (8) hours of straight time pay.
2. Stand-by coverage runs from 7:00 a.m. Monday to the following Monday at 7:00 a.m. The Borough requires employees on call. Those who are selected for stand-by shall be called pursuant to Teamsters "wheel" overtime system, those called must have the ability to work overtime.
3. The General Foreman will be compensated \$1,500 (fifteen hundred dollars) per year for stand-by duty (defined as assistance on weekends or after normal working hours on weekdays as required). Compensation is to be paid on a quarterly basis.

4.4 CALL TIME

An employee called in to work at a time other than his normal schedule shall be entitled to a minimum of two (2) hours of call time pay. Call time shall mean two (2) hours of straight time or actual hours worked, at time and one-half, whichever is greater.

4.5 SNOW REMOVAL BREAK

Whenever an employee is required to work after regular hours for snow removal or other emergency work, a meal break will be provided after twelve (12) consecutive hours and approximately every four (4) consecutive hours thereafter. Meal breaks shall be a maximum of thirty (30) minutes in length. All meal breaks shall be subject to approval of the Department of Public Works Director or assigned supervisor based on existing and anticipated work requirements.

ARTICLE V

SALARIES

5.1 SALARY SCHEDULE

Salaries for all employees shall be provided for the year January 1, 2012 through December 2015 in accordance with Schedule A, attached hereto.

5.2 CHANGE IN JOB TITLE

An employee who changes job title will be given his increases according to the following:

1. The employee will go to an hourly rate of the midpoint between the employee's current rate and the rate of the new position.
2. The employee will go to the maximum rate automatically six (6) months after his interim rate is achieved.
3. The above items (one and two) do not apply to employees in the Road Maintenance Step Program.

5.3 SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
2. The seniority of an employee is defined as the length of continuous service as a Department employee dating back to his/her last date of hire.
3. In the event of a layoff and rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the judgment of the Department, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.

4. When promotions to a higher position or transfers to other positions are in order, the Borough shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority as a Borough employee and if any employee so promoted or transferred is not deemed qualified after a six (6) month trial period, the Borough may remove him/her and retransfer him/her to his/her formal position. The decision as to whether an employee is qualified shall be made by the Borough.
5. Once per year, the Borough shall prepare and forward to the Union a seniority list of employees by classification, by department, and by length of service with the Borough. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.
6. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of five (5) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Borough.
7. Notice of recall to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to give notice of his intent to return to work and ten (10) days to return to work.
8. Employees shall be considered "probationary" during their first six (6) months of employment.

5.4 ROAD MAINTENANCE STEP PROGRAM

1. A new hire or current employee with the job title of "New Hire/Laborer" can be transferred into the Road Maintenance Step Program. Transferring into this new program will be based on performance, skills, knowledge, and at the discretion of the Department of Public Works Director.

2. The Road Maintenance Step Program will consist of progressive steps from "New Hire/Laborer" to the job title of "Road Maintenance". Advancement of steps will depend upon evaluated performance and be a minimum of one year.
3. Salary rates for the Road Maintenance Step Program shall be provided for the contract period January 1, 2012 through December 31, 2015 in accordance with Schedule A, attached hereto.
4. Employees in the Road Maintenance Step Program shall be reviewed annually. The Department of Public Works Director will annually conduct a review and evaluation of those employees in the Road Maintenance Step Program. The advancement elements of this evaluation will be based on skill, effort, and field work performance.

ARTICLE VI

WORK IN HIGH POSITION

- 6.1 Any employee assigned to work in a higher job classification shall be compensated for such higher classification in accordance with the following procedure:
 1. An employee must work eighteen (18) days as needed by his department as training without extra pay. At the time when the training period is completed, which will depend upon the need for persons in such higher classifications, a letter of verification will be provided to the employee.
 2. If any employee is assigned to a higher classification for any part of one (1) day (including a full day) and is then assigned to the higher classification for a second day, the employee shall be paid at the higher rate for the second day and each consecutive day thereafter. This rule shall not apply to an employee filling in during vacation time that would require work in the higher classification for two (2) full weeks before payment at the higher classification rate. Such higher rate will begin on the eleventh working day during a vacation relief assignment.

3. The time noted above shall not include incidental use of machines for loading of sand during snow removal or similar types of brief work assignments related to an employee's normal duties.

ARTICLE VII

VACATIONS

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

<u>Anniversary</u>	<u>Vacation</u>
0-6 months	0 days
6-12 months	5 days
After 1 year	7 days
2 through 6 years	12 days
7 through 12 years	15 days
13 through 17 years	20 days
18 through 24 years	25 days
25 years and thereafter	30 days

- 7.2 Employees hired after January 1, 1988 will be limited to twenty (20) vacation days per year in accordance with provisions of Section A.

7.3 PAY DURING VACATION

1. All vacation shall be granted at the base salary rate. Payment for vacation periods in excess of two weeks shall be made on the established payday prior to the employee's starting vacation. Employees are to give a minimum of two weeks advance notice for a vacation pay request.

7.4 VACATION SCHEDULING

1. The Department of Public Works Director shall allot vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacation periods so far as possible in accordance with desire and seniority (length of employment with the Borough). The employee shall give a minimum of three (3) days advance notice for any vacation requests.

7.5 All vacation days must be taken during the calendar year earned except when, special permission is granted by the Borough Administrator.

ARTICLE VIII

HOLIDAYS

8.1 Employees will be given the following paid holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Floating Holidays = five (5)	In Lieu of:	Martin Luther King's Birthday
		Lincoln's Birthday
		Columbus Day
		Election Day
		Veteran's Day

8.2 Holidays listed above falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. If a holiday falls during an employee's vacation, the employee will receive one day's pay at his regular compensation rate.

8.3 To be entitled to payment for the above-mentioned holidays, all employees must work the day preceding the holiday and the day succeeding the holiday, unless the employee is on vacation; in such case, the employee shall be paid his/her regular salary and one vacation day will be held in reserve for the employee to utilize at a later time. If an employee does not report to work, either prior to a holiday or weekend subsequent to a holiday, but calls in sick, a physician's certificate substantiating the nature of the illness may be required and must be presented upon returning to work. Otherwise, the employee will not receive his/her regular payment, but instead will have an amount equal to the time absent deducted from their pay.

8.4 The floating holidays shall be taken during the year as follows:

1. The employee shall give a minimum of three (3) days advance notice.

2. The request shall be subject to the approval of the Department of Public Works Director.

ARTICLE IX

SICK AND BEREAVEMENT LEAVE

9.1 SICK LEAVE

1. Definition

- a. Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness. Sick leave time and/or sick days shall never be taken for personal reasons, only in the event of sickness or illness. It cannot be used as time worked, early retirement, vacation, or holiday time.
- b. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Leave may also be utilized for short periods because of death in the employee's immediate family as defined below.

2. Amount of Sick Leave

- a. All employees of the Borough are entitled to earn ten (10) days of sick leave for each complete year of actual service,
- b. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Reporting of Absence of Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

- a. Failure to do so notify his supervisor may cause denial of the use of sick leave for that absence and constitute cause for disciplinary action.

- b. Absence without notice for five (5) consecutive days shall constitute a resignation.

4. Verification of Sick Leave

- a. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable.
- b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- c. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

5. Record Keeping

- a. The record keeping of sick day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate sick days accumulated to date and sick days taken to date.
- b. Every employee has the right to the verification of his/her sick leave accumulation at any time. This request is to be made through his/her Department of Public Works Director.
- c. Annually, the Borough Clerk's Office will prepare a statement of sick days accumulated and taken at the end of the calendar year.

6. Advancing of Sick Days

There shall be no advancing of sick days against time to be worked.

- 9.2 As an inducement to accumulate sick days, the following agreement is formulated:

1. Upon retirement because of age or disability, the Borough shall pay on a three (3) to one (1) ratio, with a maximum accumulation of seventy-five (75) days at the prevailing rate of pay.

2. In the event of the death of an employee, the employee's estate shall receive the payments provided for in this section.

9.3 BEREAVEMENT LEAVE

1. Full-time employees shall be allowed four (4) days leave with pay upon the death of a member of his/her immediate family.

2. For the purpose of this section, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband, wife, brother, sister, grandchildren, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law, grandparents of employee or grandparents of spouse, whose funeral is attended by the employee.

The employer will also be entitled to one (1) day with pay upon death of an aunt or uncle.

3. Upon request, the employee will furnish the Borough with proof of the death and attendance of the funeral.

ARTICLE X

PERSONAL DAYS

10.1 All employees are entitled to two (2) personal days per year with three (3) days prior approval of their supervisor.

ARTICLE XI

LEAVE OF ABSENCE

- 11.1 Leaves of absence up to thirty (30) days may be granted to employees when reasons for such leave have been established based upon submission to and recommendation by the employee's Department of Public Works Director, Borough Administrator and final approval of the Borough Council. Such leave may be granted at the discretion of the Borough Council, provided it will not interfere with the efficient operation of the department. In unusual cases, a leave of absence may be extended at the discretion of the Borough Council. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employed. The Borough will comply with the provision of the FLMA and NJFLA in connection with granting leave without pay to employees in the bargaining unit.

ARTICLE XII

JURY DUTY

- 12.1 If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so that he/she may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his/her full salary and, in addition, may keep those monies paid to each juror by the Courts.
- 12.2 However, if any employee is not empanelled and/or is dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specific day, then in that event, the employee must report to work. Failure to do so will be considered as an act of insubordination and disciplinary action will be taken (i.e., suspension from work without pay, deduction of pay for those hours not worked and not used to serve on a jury, etc.).
- 12.3 At the termination of jury duty, the employee will have the County Clerk's office or other officer of the court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Borough Clerk.

ARTICLE XIII

TRAINING

- 13.1 In service training shall be made available to all employees of the Department of Public Works and Water/Sewer Utility, on departmental time, as scheduled by their Department of Public Works Director, Supervisor or appropriate designee.
- 13.2 In service training is defined as any time allocated by the Department of Public Works Director, Supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employee.
- 13.3 In service training shall also include service, training schools, State University or agencies or programs so designated that they are deemed to be of benefit to the employee and to the Borough.
- 13.4 All pertinent courses of instruction provided by these agencies (or programs) and available to the employees of the Department of Public Works and Water/Sewer Utility shall be posted so that all employees of each respective department are made aware of the availability.
- 13.5 Any employee interested in attending course of instruction pertinent to his job shall indicate his desire to the Department of Public Works Director.
- 13.6 Employees holding a New Jersey CDL will be reimbursed for license renewals. Employees holding a State of New Jersey certification with relationship to their job function shall be reimbursed for initial certification, renewals, and any required training therefore. Fees can be processed via Borough Purchase Order Voucher. Each employee required to have background checks of finger printing, as required by Law to maintain their CDL, will be reimbursed by the Borough.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be constructed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Union.

14.2 DEFINITION

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

14.3 STEPS OF THE GRIEVANCE PROCEDURE

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

1. Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department of Public Works Director within ten (10) calendar working days of the occurrence, giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department of Public Works Director shall make whatever additional investigation is necessary and shall, within ten (10) calendar working days after presentation of the grievance, give his decision.

2. Step Two:

If a grievance is not resolved at Step One, the moving party may, within ten (10) calendar days of receipt of the answer in Step One, submit the written grievance to the Borough Administrator, who will then meet with the union Business Agent to discuss a resolution after that meeting the Borough Administrator shall give his answer within ten (10) calendar days of the presentation of the grievance in Step Two.

3. Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within ten (10) calendar days after receipt of the answer in Step Two to the Mayor and Council. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) working days of receipt of the appeal unless extended by mutual agreement. The decision of the Mayor and Borough Council shall be made not later than ten (10) working days after the Step Three meeting.

4. Step Four: Arbitration

- a. In the event the grievance has not been resolved at Step Three, either representing party of the Borough or Union may within ten (10) calendar days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.
- b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- c. The cost of the services of the arbitrator shall be borne equally between the Borough and the Union, if necessary. Any other expense incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

- d. The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.

14.4 A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XV

NO-STRIKE PLEDGE

- 15.1 The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- 15.2 In the event of a strike, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- 15.3 The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.
- 15.4 In the event any violation of the previous paragraph occurs which is unauthorized by the Union, i.e., a "wildcat" strike or any job action identified above, the Borough agrees that there shall be no liability on the part of the international or local union, or any of its officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

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

ARTICLE XVI

DISCHARGE AND DISCIPLINE

- 16.1 The employer and/or its representative will have the right to discharge, suspend or discipline an employee for just cause.
- 16.2 In the case of suspension or discharge, the employer through the Borough Administrator, will notify the Union in writing within five (5) working days of such action.
- 16.3 The Union may contest such an action in the grievance procedure and shall notify the Borough, through the Borough Administrator, of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.
- 16.4 Employees failing to maintain proper licenses or certifications for their classification shall be subject to demotion. When demotion is made, the position from which the demotion occurred shall be posted as a vacancy which will be filled according to standard appointment procedures. If the loss of license is for six months or less, the position from which the demotion occurred shall be posted as a temporary vacancy which will be filled according to standard appointment procedures. If the demotion of an employee who loses a license or certification will result in the layoff of a less senior employee in the classification to which the employee is demoted then the demoted employee shall be laid off and have recall rights in accordance with the provisions of Article V, Seniority. (In cases where a job description requires a license but the job can be performed without a license the employee will not be demoted or dismissed.)

ARTICLE XVII

INSURANCE

- 17.1 The Borough shall provide health insurance through the New Jersey State Health Benefits Plan or its equivalent for any full time employees of the bargaining unit covered by this agreement. Full time employee of the bargaining unit covered by this agreement agree to pay a portion of their pensionable salary toward the premium of health care coverage in accordance with New Jersey law including but not limited to P.L 2011 C.78
- 17.2 The Borough shall provide disability coverage to full time employees of the bargaining unit covered by this agreement. The borough and full time employees of the bargaining unit covered by this agreement agree that each are obligated to pay their respective share of the premium for the disability coverage. The Borough shall provide life insurance with a death benefit of \$15,000 to full time employees of the bargaining unit covered by this agreement at no cost to those individuals
- 17.3 The Borough will provide Dental Insurance through Delta Dental
- 17.4 The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- 17.5 All such health benefits may be continued upon retirement to individual employees in accordance with policy in effect this date; but not to be paid by the Borough. Each retired employee may elect to continue his/her coverage at their expense.
- 17.6 The Borough shall assist employees to obtain supplemental life insurance and/or disability insurance under the group policies provided for these benefits. All costs for supplemental benefits shall be paid by the employees receiving same and shall be subject to approval of the insurance carrier(s) for the group policies.
- 17.7 Post-Retirement Health Benefits, in accordance with New Jersey State Health Benefits, Chapter 48 Regulations, will be available to employees, with a 20% contribution toward coverage costs.

ARTICLE XVIII

UNIFORMS

18.1 The Borough of Manville will provide each employee with uniforms for use during working hours. The term "uniform" shall include shirt,(sweat, tee, or long sleeve) trousers,(jeans or traditional work pants). Uniforms will be issued during the spring and fall seasons.

The Borough of Manville will also provide rain gear that includes a jacket, pants, and rubber boots. Rain gear will be replaced when needed due to normal wear and tear(old gear must be turned in for replacement).

The Borough of Manville will provide two (2) pairs of safety work boots/shoes to each employee each year, with a limit of \$150.00 dollars per pair. Safety work boots/shoes are defined as having a steel or fiberglass safety toe. No others will be accepted

During all working hours, employees are required to wear Borough issued clothing and safety work boots/shoes. Non-compliance will result in disciplinary action and unpaid time off.

18.2 The issue of various items will be the ultimate responsibility for determination of need resting with the appropriate Department of Public Works Director..

ARTICLE XIX

DUES CHECK OFF

- 19.1 Upon receipt by the Borough of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Borough and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his membership dues (and initiation fee if a new member) which shall be uniform, the Borough thereafter will deduct from the first pay each month of each such member, during the full term of this agreement and any extension or renewal thereof and periodic Union dues (and initiation fee if a new member). The Borough will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address: 3400 Highway 35, Suite 7 Hazlet, New Jersey 07730 provided the Union shall previously have notified the Borough of the amount of dues and initiation fee to be deducted and shall have furnished the Borough with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.
- 19.2 The Union shall indemnify and save harmless the Borough against any and all claims, demands, suits, or other forms of liability by reason of action taken by the Borough in reliance upon signed authorization cards furnished to the Borough by the Union and in compliance with the provisions of this Article.
- 19.3 The Borough may suspend or terminate the deduction of provisions of the contract where prompt and corrective action is not taken after notice by the Borough to the business agent of the Union in the event of a violation of the foregoing provisions of Article 16, above, relative to strikes or work stoppages.
- 19.4 Any employee who elects not to join the Union after the six month probationary period shall pay a representation Fee to the Union by automatic payroll deduction. The representation Fee shall be in the amount equal to 85% of the regular union membership fees, and shall be in accordance with the provision of N.J.S.A.34:13A-5A.

ARTICLE XX

PERFORMANCE OF BARGAINING UNIT WORK

- 20.1 Supervisors on any shift shall be allowed to perform bargaining unit work during emergencies, and said supervisors need not every other employee first to determine their availability for work in case of or during an emergency.

ARTICLE XXI

WELFARE PROGRAM

- 21.1 The Borough of Manville agrees to provide vision benefits through the Teamsters Local Union No. 469 Health and Welfare Fund. These benefits cover employees and their dependents, which include a yearly examination, prescription eyeglasses and/or contacts. The Borough will remit a monthly contribution of \$20.00 per month for each covered employee to the union's fund office.
- 21.2 Any additional cost for said welfare plan shall be paid by the employees receiving same.

ARTICLE XXII

MEAL ALLOWANCE

- 22.1 Employees shall receive up to \$8.00 per meal when required to work during emergency call outs as defined in Article IV, Paragraph 4.5 A. Amount provided for meals shall be subject to cost for the type of meal purchases. Scheduled overtime such as Saturday work or stand-by time which is planned in advance will not qualify for meal allowance. Payment for meals shall be made directly to the vendor or upon presentation of receipts and vouchers by employees.
- 22.2 After twelve (12) consecutive hours of work, the employee is entitled to receive supper money in the amount of eight dollars (\$8.00) and for every consecutive four (4) hours worked thereafter until he/she has finished his/her working time.

ARTICLE XXIII

DRIVE

23.1 The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

ARTICLE XXIV

SHOP STEWARD

24.1 The Employer agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year. Proof of attendance will be required.

ARTICLE XXV

SEPARABILITY AND SAVINGS

23.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

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

ARTICLE XXVII

TERM OF AGREEMENT

25.1 This Agreement shall take effect from January 1, 2012 and shall remain in full force and effect through December 31, 2015 unless either party shall give notice in writing no sooner than one hundred twenty (120) and not later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

BOROUGH OF MANVILLE
SOMERSET COUNTY, NJ

BY: _____
Angelo Corradino, Mayor

BY: _____
Gary P. Garwacke, P.E. Administrator

TEAMSTERS LOCAL UNION NO 469
Affiliated with the International Brotherhood of Teamsters

BY: _____
Michael Tkatch, Business Agent

BY: _____
Vincenzo LoMedicio, Shop Steward

SCHEDULE A

SALARIES

A. All employees will receive salary increments as follows:

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
0%	1.5%	1%	2%

The hourly pay rate for all classifications shall be as follows:

SCHEDULE A HOURLY RATES

POSITION	2012	2013	2014	2015
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General Foreman	\$38.03	\$38.60	\$38.99	\$39.77
Work Leader	\$35.66	\$36.19	\$36.55	\$37.28

Mechanic	\$33.28	\$33.78	\$34.12	\$34.80
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Heavy Equip. Operator	\$31.99	\$32.47	\$32.79	\$33.45
Road Maintenance	\$31.03	\$31.50	\$31.82	\$32.46
New Hire / Laborer	\$19.96	\$20.26	\$20.46	\$20.87

Sanitation Worker	\$30.87	\$31.33	\$31.64	\$32.27
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NOTATION:

Sanitation Worker job titles will remain until position is vacated; then job titles become null and void.

SCHEDULE A

LONGEVITY

In addition to the base wage, employees shall receive longevity pay based on years of continuous service. The longevity payment will be added to the employee's base wage on the anniversary date of employment, immediately following the conclusion of the year shown. Each amount is the total amount to be added.

1992

Twelve (12) years	\$0.05 per hour
Sixteen (16) years	\$0.10 per hour
Twenty (20) years	\$0.15 per hour
Twenty-three (23) years	\$0.20 per hour
Twenty-five (25) years	\$0.25 per hour

LONGEVITY IS FROZEN AT THE 1992 RATE AND WILL NOT BE GIVEN TO ANY NEW HIRE.

Current Employees Receiving Longevity:

Homer, William	\$0.10 per hour
Impellizeri, Thomas	\$0.05 per hour
Tarby, David	\$0.10 per hour
Zygiel, Edwin	\$0.10 per hour

SCHEDULE A

ROAD MAINTENANCE STEP PROGRAM

Will be a five (5) step program as follows: The step rate shall increase in five equal intervals from the initial rate of New Hire/Laborer to the maximum rate of the position of Road Maintenance

SCHEDULE A -- ROAD MAINTENANCE -- HOURLY RATES

POSITION		2012	2013	2014	2015
Road Maintenance		\$31.03	\$31.50	\$31.82	\$32.46
New Hire / Laborer		\$19.96	\$20.26	\$20.46	\$20.87
Difference		\$11.07	\$11.24	\$11.36	\$11.59

STEP PROGRAM

New Hire / Laborer	Step 0	\$19.96	\$20.26	\$20.46	\$20.87
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Increase By Step		\$2.21	\$2.24	\$2.27	\$2.32
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Road Maintenance	Step 1	\$22.17	\$22.50	\$22.73	\$23.19
Road Maintenance	Step 2	\$24.38	\$24.74	\$25.00	\$25.51
Road Maintenance	Step 3	\$26.59	\$26.98	\$27.27	\$27.83
Road Maintenance	Step 4	\$28.80	\$29.22	\$29.54	\$30.15
Road Maintenance	Step 5	\$31.03	\$31.50	\$31.82	\$32.46

CONTRACT NOTATION

Agreement has been reached, that at a future date, an addendum will be made to include an annual performance review and evaluation of all employees covered under this contract..