

**AGREEMENT**

between

**TOWNSHIP OF STAFFORD**

County of Ocean, State of New Jersey

and

**TEAMSTERS LOCAL 97 OF NEW JERSEY**

Effective January 1, 1993 through December 31, 1994

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THIS AGREEMENT made this *20th* day of September, 1993, by and between the TOWNSHIP OF STAFFORD, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," and the TEAMSTERS LOCAL 97, hereafter referred to as the "Union," as bargaining agent and on behalf of the Stafford Township Blue Collar Workers, County of Ocean, State of New Jersey, hereafter referred to as "Employee."

**W I T N E S S E T H:**

WHEREAS, it is the intent and purpose of the parties hereon to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees of the Employer recognized as being represented by the Union hereby as follows:

## ARTICLE I

### Recognition and Scope of Agreement

A. In the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto, the Township hereby recognizes the Union as the sole and exclusive representative of the employees in the following positions: Operator, Operator Light Equipment, Mechanic, Assistant Mechanic, Truck Driver, Bus Driver, Laborer and Custodian. The employees, previously covered in this bargaining unit, who were also known as "Foreman" will no longer be member of this unit or entitled to the provisions of this contract.

B. The bargaining unit shall consist of all of such regular full-time employees of the Township of Stafford now employed or hereafter employed in such titles.

C. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.

D. This Agreement shall be binding upon the parties hereto.

E. The Union recognizes that pursuant to New Jersey Statute, they have no right to strike.

1. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work.

As used in this section, the term "strike" shall be defined as any of the following:

- (a) Concerted failure to report for duty;
- (b) Wilful absence of employee(s) from assigned position;
- (c) Stoppage of work;
- (d) Absence in whole or in part from the full, faithful and proper performance of the employee(s)' duties of employment;
- (e) Slow down;
- (f) Walk out; or
- (g) Any other illegal job action against the Township.

2. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have the law or in equity for injunction or damages, or both, in the event of such strike by the Union.

## ARTICLE II

### Collective Bargaining Procedure

A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement. Each party to the Agreement shall select their own negotiating team.

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

C. Employees of the Employer, not to exceed two (2) in number, who may be designated by the Union to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining, will be excused from their work assignments to attend such collective bargaining meetings.

D. Those employees, known as Shop Steward and Assistant Shop Steward, are excused from work for union activities with no loss of pay, with proof of attendance at union scheduled seminars.

### ARTICLE III

#### Discrimination and Coercion

A. 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 shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employees because of race, color, creed, sex, national origin or political affiliation.

B. 1. No material derogatory to Employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example: rebuttal, answer, etc.) to such material and this reply shall be reviewed by the department head and a Township designee at the Employee's request. This reply will be attached to the document to which it is in reply, as soon as the document is in the Employee's file.



2. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the employee under the requirements of State law.

## ARTICLE IV

### Agency Shop and Dues Deduction and Union Dues Check-Off

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. All employees covered by this Agreement who have joined the union as of the signing of this Agreement shall remain members in good standing for the duration of this contract.

C. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with State Statutes) the Township agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The regular Union membership dues, fees and assessments, shall be as certified to the Township by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice thirty (30) days prior to the effective date of such change. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary-Treasurer, Teamster Industrial and Allied Workers Union, Local 97, 853 Mount Prospect Avenue, New Jersey 07104 by the tenth day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer or designee.

D. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits, or any other form or liability that shall arise out of or by reason of action taken by the Township in reliance upon wage deduction authorization cards or the fair share assessment information as furnished by the Union to the Township or upon the official notification of any Union agents or persons acting on their behalf, advising of such deductions.

## ARTICLE V

### Seniority

A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

B. Seniority is defined as continuous unbroken service with the employer except where bridging of service is mutually agreeable to both parties.

C. The employer will endeavor to fill permanent/temporary job openings by promoting employees from the next lower rated job titles. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee once promoted to the higher rated job cannot perform all the duties and functions required for that job for any reason whatsoever, the Township may promote the next senior employee it deems qualified.

E. A permanent job opening or vacancy in the bargaining unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of five (5) calendar days. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within five (5) calendar days

of the posting of such notice, the Township, at its discretion, may fill such permanent job opening or vacancy. The above does not preclude the right of the Township to fill on a temporary basis, at its discretion, any of the above-referenced bargaining unit job vacancies or openings, irrespective of the time limits of the above-referenced notice.

F. In the event the Township reduces the number of employees in any particular job title(s), employee(s) with the least seniority will be laid off first provided that the employee(s) not laid off possess the necessary skills and abilities to perform the duties of those position(s) affected by the layoff. Such determination shall be at the discretion of the Township.

G. Employees continuously laid-off for a period of twenty-four (24) months or more shall not be entitled to recall.

H. Employees shall be recalled to work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. The Township, in its sole discretion, shall determine the requisite qualifications and skills necessary to perform any available work.

I. Any recall of employees by the Township may be on a temporary basis.

J. After eight (8) hours of work in higher position (at ninth [9th] hour) employee will be paid the higher rate of pay and that rate will be retroactive back to the first (1st) hour on each occasion.

## ARTICLE VI

### Sick Leave

#### A. Sick Leave

1. Sick leave shall be defined as absence of an employee from post or duty because of illness, accident or exposure to contagious disease. An employee shall not be eligible for sick leave under this agreement if the accident or injury suffered which causes the request for sick leave is caused while the employee is being employed by a company or organization other than the Township of Stafford.

2. The first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one day for each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) sick days. Such sick days shall accumulate from year to year to be used if and when needed by the employee.

3. Employees shall be allowed to use three (3) sick leave days per year for family illness. "Family" shall include all immediate family members residing with the employee.

4. If an employee is absent for reasons that entitle him/her to sick leave his/her supervisor shall be notified promptly as the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify the supervisor may be the cause of denial of the use of sick leave of the absence and may constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation under N.J.A.C. 4: 1-16.14.

4. The Township may require proof of illness from the employee on sick leave where such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

5. When an absence due to illness does not exceed two (2) consecutive working days, normally, the employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of two (2) consecutive working days may, at the discretion of the supervisor or his designee require a written statement from the attending



physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

6. After two (2) absences due to illness on a Monday or a Friday or the day preceding or following a paid holiday or vacation, a written statement from the attending physician will be required for the third such absence in order to return to work.

7. In cases where an employee is using sick time for a death in the immediate family in excess of the time allowed in the Bereavement Clause, the Township may require reasonable proof.

8. (a) Upon retirement under NJPERS, employee will be entitled to payment up to ninety (90) days of accumulated sick leave.

(b) Employees shall have the right to "sell" to the Township up to a maximum of five (5) days unused sick leave per calendar year. The "sell-back" option must be exercised each and every year during the first quarter of the next calendar year or else the option will be forfeited by the employee for that year.

9. Payments which an employee receives under provisions of Workmen's Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments.

10. Employees unable to report to work because of illness or injury and who have notified their supervisor in accordance with this article shall be responsible for notifying their superiors as to their place of confinement. If an employee is unable to report such or if there is a change, some person

shall notify the supervisor on behalf of the employee with all the pertinent information.

11. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when employees:

(a) feign illness or injury;

(b) deceive the Township physician in any way as to their true condition;

(c) violate any provisions concerning the reporting of sickness or injury.

12. The least amount of time chargeable against sick leave is one-half ( $\frac{1}{2}$ ) day.

#### B. Disability Absence

1. For all members hired prior to January 1, 1992, members shall be eligible for paid disability absence up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after ten (10) years of service and if hired after January 1, 1992 the member will be eligible up to the benefit level allowed under the State Disability Plan until completion of their fifth (5th) year in service at which time the member will enjoy the same as those hired before January 1, 1992. The above applies for all members only if the following condition are complied with:

(a) Employee must bring a physician's certificate stating condition of employee and expected date of return to work.

(b) Disability status is a period of continuous absence after eight (8) working days.

(c) If hospitalized, the department head must be notified as soon as possible.

(d) If these provisions are not complied with, the employee forfeits his/her right to disability payments.

(e) The Township Mayor and Council may request the Township physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

(f) The Township has the option of joining the New Jersey State Disability Plan, Self Funded Plan or Private Disability Plan. The benefit level will remain the same as stated above in (1). It is further understood that the employee will be responsible for the copay for the disability insurance as the State of New Jersey requires.

2. Illness or injury occurring during employment for another employer, shall not qualify for the paid disability absence pursuant to Paragraph A.

**ARTICLE VII**

**Personal Days**

A. All employees shall be granted five (5) personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. There shall, however, be a three (3) working day minimum notice to the employee's immediate supervisor, except in an emergency. Personal days shall not be accumulated.

B. Personal days can only be attached to a vacation or holiday with prior approval.

## ARTICLE VIII

### Bereavement Leave and Military Leave

#### A. Bereavement Leave

All employees, after submitting proof either prior to taking bereavement leave or no more than five (5) days after returning from said leave, shall receive up to five (5) days paid leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, or any other member of the employee's immediate household. Such leave shall be separate and distinct from any other leave time. No bereavement leave may be taken until the appropriate supervisor is notified of the instance of death of one of the aforementioned relatives.

#### B. Military Leave

Any member covered under this agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in annual active field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee. In the event of war time, an employee covered under this contract, if called to active duty, will retain his/her health insurance coverage and be paid the difference between his/her salary with the Township and his/her military pay. This will be for the period of time that he/she is on active duty. When he/she returns it is expected that he/she will return to work immediately. If not, his/her employment and benefits will be terminated.

ARTICLE IX

Management

A. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules and regulations to:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible;

2. Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard to establish reasonable work rules without creating undue hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the Union, with applicable amendments thereto.

B. The Township of Stafford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing rights:

1. The executive management and administrative control for the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may be determined from time to time by the Township.

2. To make rules and procedures of conduct to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right to make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the effective operations of its subdivisions.

4. To hire all employees and determine their qualifications and conditions of continued employment or assignment and promote and transfer employees.

5. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

6. To exercise its discretion with regard to the employees, as to be consistent with all of the foregoing.

7. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules regulations and practices, and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

**ARTICLE X**

**Hours/Schedule**

A. The parties understand and agree that the standard work week shall consist of eight (8) hours per day, Monday through Friday, forty (40) hours per week.

B. All employees shall complete their work in the time allotted during the normal eight (8) hour work day.



## ARTICLE XI

### Overtime

A. The Employer agrees that overtime consisting of time and one half ( $1\frac{1}{2}$ ) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal eight (8) hour day or forty (40) hour work week. Double time will be paid after twelve (12) consecutive hours of overtime worked. No employee shall be paid overtime for work performed which was not completed in the allotted time provided during the normal eight hour work day. The Superintendent of Public Works shall have sole discretion with respect to making any and all determinations regarding work which should have been completed during the normal eight hour work day.

B. Employees shall not be paid overtime for hours or work in excess of the normal work day unless such overtime is authorized by the Superintendent of Public Works.

C. If an employee is required to work on Sunday or a holiday, he shall receive double time for all hours worked on such Sunday or holiday.

D. In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime at a rate of time and one half ( $1\frac{1}{2}$ ) for all time worked during such period. In no such case shall he be paid for less than four (4) hours, and he shall work for those four (4) hours, except

when called in to duty less than four (4) hours prior to his normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

E. Emergency Work

The Township and/or the Superintendent of Public Works shall have the sole discretion as to:

1. What constitutes an emergency (unless such is governed by appropriate law);

2. The number and qualifications of employees assigned to work in an emergency situation (unless governed by appropriate statute).

3. When employee has been called out for emergency work the Township agrees to reimburse the employee for any meals that fall in that time period, at a rate of five dollars (\$5.00) for breakfast, and seven dollars and fifty cents (\$7.50) for lunch and dinner. This benefit is available for time not included in the normal workday schedule.

F. Overtime Rotation

Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept

that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he will be passed and will not be offered any other overtime assignment until his turn is reached again. If the employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment for which he is qualified. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work. All determinations as to qualifications for overtime assignments shall be at the discretion of the Superintendent of Public Works.

## ARTICLE XII

### Vacations

A. The Township vacation plan for the 1991 calendar year shall be as follows:

1. During the first year of employment: One (1) vacation day for the 3rd through 12th month employment, for a total of ten (10) vacation days.

2. During the second year of employment: One (1) vacation day for the 13th through 21st month, and two (2) vacation days for the 22nd, 23rd and 24th month of employment.

3. Upon completion of the second year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 12th year.

B. All employees prior to August 1, 1993 may accumulate up to a maximum total of sixty-five (65) days. All employees hired after August 1, 1993 may accumulate a maximum of two (2) years vacation time to be carried for a succeeding year. An employee may not exceed an accumulation of two (2) years vacation time in any given year.

C. Each employee must use one (1) full work week of vacation per year.

D. Whenever more than one (1) employee within a job classification at a job location request vacation, at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first.

E. Peak-time Scheduling

It is recognized that the summer months of employment are the peak work time of the Township. The peak time period shall be from Memorial Day to Labor Day. During this period of time, one (1) employee shall be allowed to schedule one (1) week of his vacation. The employee with the most seniority who desires to schedule his/her vacation during this period shall have first preference. The Superintendent of Public Works shall have full discretion regarding said scheduling as certain skills may be required as to employees needed to perform the job.

F. Vacation days shall be accrued in equal monthly installments according to length of service.

G. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section B, he will be exempt from that section and shall be paid for all accrued vacation over fifty-five (55) days.

ARTICLE XIII

Holidays

A. All employees are entitled to the following holidays:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Municipal Election Day

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

ARTICLE XIV

Hospital and Medical Insurance

A. Blue Cross, Blue Shield and Major Medical

1. There shall be no change in the group Hospitalization Medical Plan, or any type of medical plan paid by the Township on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

2. Copay on medical insurance for all employees hired after January 1, 1992 will be 50% of the increased cost over the base year of 1992. This copay will cease following completion of the fifth (5th) year of employment at which time that employee will receive the same benefit enjoyed by employees hired prior to January 1, 1992.

B. Dental

The terms and conditions of the dental insurance are those as set forth in the Township policy or its equivalent.

C. Vision

The Township agrees to pay the full insurance premium for a vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or equivalent.

D. Prescription Plan

The Township agrees to pay the full insurance premium of a prescription plan that will entitle employees to reimbursement for certain prescriptions. Prescription copay will be \$5.00 for 1993 and \$5.00 copay generic; \$6.00 copay name brand for 1994.

E. Life Insurance

1. The Township agrees to pay fifty percent (50%) of the cost of providing employees with an insurance policy under the Public Employees Retirement System, entitling employee to a death benefit of three (3) times his salary.

2. The employee's fifty percent (50%) contribution is at his option after one (1) year of employment with the Township.

F. The Township will provide an opportunity for employees upon retirement to continue in the benefit program listed in this Article, Sections B, C and D at the employee's expense with individual costs the same as the group rate.

G. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article to all employees who have successfully completed twenty-five (25) years of service, or are eligible for disability retirement, under the New Jersey Public Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring employee, and dependents who are considered eligible for benefits under said medical plan.



**ARTICLE XV**

**Clothing Allowance**

A. Each employee shall receive an allotment of clothing as determined by the Township in lieu of a monetary stipend. Allotment will include five (5) orange tee shirts. If possible, orange shirts or jackets for cooler weather.

B. Shoe allowance will be \$125.00 (maximum) annually payable by voucher for the amount paid for safety shoes.

C. Clothing for inclement weather will be provided by the Township.

## ARTICLE XVI

### Job Classifications

A. In the event an employee is assigned to perform work in a job classification higher than the classification to which he is permanently assigned immediately preceding the assignment to said higher classification, he may be paid at the higher classification provided that he has worked in said higher classification for five (5) consecutive days.

B. An employee promoted to fill a higher level position which is considered permanent shall not be reduced to the lower level position after ninety (90) days except for cause. This does not apply to seasonal employment or the filling of vacancies caused by leave of absence.

C. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

**ARTICLE XVII**

**Leave of Absence**

Leaves of absence for reasonable purposes may be granted for up to one (1) year at the discretion of the Township.

ARTICLE XVIII

Salaries

A. Retroactive as of January 1, 1993, and through December 31, 1994, all employees covered by this agreement shall be paid in accordance with the following schedule:

	<u>Hourly Wage</u>	
	<u>1993</u>	<u>1994</u>
Operator	\$16.46	\$17.05
Operator Lt. Equipment	\$14.88	\$15.42
Mechanic	\$15.58	\$16.14
Assistant Mechanic	\$13.96	\$14.46
Truck Driver	\$13.68	\$14.17
Bus Driver	\$13.58	\$14.17
Part-Time Bus Drive	\$10.04	\$10.40
	to	to
	\$12.84	\$13.30

This represents an increase of 3.5% for the 1993 year and 3.6% for the 1994 year.

B. All Laborers and Custodians hired after January 1, 1987 shall be paid in accordance with the following schedule:

	<u>1993</u>	<u>1994</u>
1. First six (6) months of employment	\$ 8.00	\$ 8.00
2. During 1st year of employment	\$ 9.55	\$ 9.89
3. During 2nd year of employment	\$11.30	\$11.71
4. During 3rd year of employment	\$12.81	\$13.27

C. All Laborers and Custodians hired prior to January 1, 1987 shall be paid in accordance with the following schedule:

	<u>1993</u>	<u>1994</u>
Laborer	\$12.91	\$13.37
Custodian	\$12.91	\$13.37

D. Pay periods will be determined by the employer.

ARTICLE XIX

Longevity

A. Each employee covered by the Agreement shall be paid, in addition to and together with his annual base salary as listed in this Article, additional compensation based upon the length of service with the Township, as fixed and determined according to the following schedule:

Commencing 1st day of 5th year - 2% of employee's base salary

Commencing 1st day of 9th year - 4% of employee's base salary

Commencing 1st day of 13th year - 6% of employee's base salary

Commencing 1st day of 17th year - 8% of employee's base salary

Commencing 1st day of 21st year - 10% of employee's base salary

B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate in the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary.

## ARTICLE XX

### Savings Clause

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

## ARTICLE XXI

### Duration

This agreement shall be in effect as of and applied retroactively to the first day of January, 1993 to and including the 31st day of December, 1994. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January, 1995, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1995.

**ARTICLE XXII**

**Probation Period**

All new employees shall be considered to be on probation for a period of ninety (90) days and may be discharged without cause during the ninety day probationary period.

**ARTICLE XXIII**

**Part-Time Employees**

Part-time employees in the unit who work more than twenty (20) hours per week shall receive pro-rata benefits. Part-time employees who work less than twenty (20) hours shall not receive any benefits.

## ARTICLE XXIV

### Grievance Procedure

#### A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

2. Aggrieved person: An "aggrieved person" is the person or persons or the Union making the claim.

3. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Requirement

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.

2. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Union representative in which case the Union may not be present at any stage of this procedure.



However, in the event the Union is not present after final determination at Step 3, if such final determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

C. Procedure

Step One: Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved Employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the Employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must proceed to Step Two.

Step Two: If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Superintendent of Public Works within five (5) calendar days of receipt of the written decision in Step One. The Superintendent of Public Works or his representative will meet with the Employee, his representative, and representatives of the Employer as the Superintendent of Public Works may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Superintendent of Public Works or his representative and returned to the Employee and Union representative within ten (10) calendar days from its appeal to the Superintendent of Public Works.

Step Three: If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Mayor and Township Council within five (5) calendar days of receipt of the decision in Step Two. The Mayor and/or Township Council or his/its representative will meet with the Employee and/or his Union representative and the Superintendent of Public Works to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and Council and returned to the Employee and Union representative within thirty (30) calendar days from its appeal to the Mayor and Council.

Step Four: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within ten (10) calendar days of the date of Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of arbitration, the aggrieved party shall file with the New Jersey State Public Employment Relations Commission for a panel of arbitrators in accordance with PERC rules. This appeal shall be within fourteen (14) days of the determination in Step Three.

The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with

the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be in writing and is final and binding for the parties to the Agreement.

D. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

E. The Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as changes are made.

ARTICLE XXV

Resignation

A. Any employee who wishes to resign in good standing should give the Township at least two (2) weeks prior written notice. The two (2) weeks notice shall not include earned annual vacation time where applicable.

B. No resignation shall become effective until it is accepted by the Township Administrator.

C. Any employee who does not submit his or her resignation in compliance with the provision of this subsection, or whose resignation is not approved, or who is absent from work for a period of five (5) working days without notifying the Department Head or the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.

D. Any employee who resigns in good standing shall be paid a pro rata share of those vacation days earned for that year.

E. Any employee who dies while in the employment of the Township shall have his survivors compensated for all unused vacation time for the year of employment.

ARTICLE XXVI

On the Job Injury

A. All accidents shall be reported immediately to the employee's supervisor.

B. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.

ARTICLE XXVII

Discipline

A. The Township shall not discipline any member of the Public Works Department without just cause.

B. All disciplinary action taken by the Township will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the supervisor or his designee;

2. A written memorandum of censure by the supervisor of his designee with copies to the Township Administrator;

3. A confidential letter of admonition from the Township Administrator or the Mayor and Township Council with copies to the Employee's supervisor and to the Employee's personnel file;

4. Suspension from duty without pay not to exceed five (5) working days by action of the supervisor;

5. Suspension from duty without pay taken by action of the Mayor and Township Council or the Township Administrator;

6. Demotion by action of the Mayor and Township Council. Demotion shall include but not be limited to a change in job title and/or a loss of pay;

7. Dismissal from the Township's employ by action of the Mayor and Township Council;

8. Copies of all notices under the section shall be forwarded to Teamster's Delegate.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this article so long as the action taken is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an Employee's disciplinary history shall be placed in the Employee's personal history file and may be viewed in accordance with the terms of this Agreement.

E. Newly hired probationary Employees may be separated from their employment by action of the Mayor and Township Council or its designee at any time without recourse from said Employee.

**ARTICLE XXVIII**

**Bulletin Boards**

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Superintendent of Public Works.

No Material offensive in nature ("offensive" to mean anything contrary to existing social morals and values) shall be posted on said bulletin boards. Violation of this provision shall result in the loss of said boards to the Union.

**ARTICLE XXIX**

**Negotiations**

It is hereby agreed between the parties to this Agreement that negotiations for the 1995 Contract shall be initiated on or before the 15th day of October, 1994, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 1995 Contract.



**ARTICLE XXX**

**No Waiver**

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

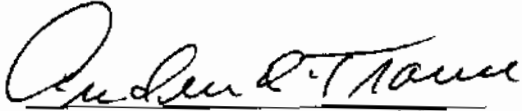
**ARTICLE XXXI**

**Completion of Agreement**

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

IN WITNESS WHEREOF, the parties hereto set their hands and seals in Stafford Township, Manahawkin, New Jersey on this 20<sup>th</sup> day of September, 1993.


TEAMSTERS LOCAL 97 OF N.J.

  
ANDREW TRAUSE, President

TOWNSHIP OF STAFFORD

  
CARL W. BLOCK, Mayor

ATTEST:

  
FRANK VASFAILO, JR.  
Secretary/Business Representative,  
Teamsters 97

ATTEST:

  
BERNADETTE M. PARK  
Township Clerk

NEGOTIATING COMMITTEE

  
BRUCE CIANGETTI  
Shop Steward

  
MICHAEL MARTIN  
Shop Steward