

AGREEMENT

BETWEEN

TOWNSHIP OF WEEHAWKEN

AND

NEW JERSEY LOCAL 3166, AFSCME



JULY 1, 2006 THROUGH JUNE 30, 2010

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PREAMBLE

This Agreement entered into by the TOWNSHIP OF WEEHAWKEN, hereinafter called the "Township" or the "Employer," and NEW JERSEY LOCAL 3166, AMERICAN FEDERATION OF STATE. COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, hereinafter called the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hour of work and other conditions of employment.

ARTICLE I

RECOGNITION

A. Pursuant to the Public Employment Relations Act, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries/wages, hours and other conditions of employment and the administration of grievances for all professional and non-professional employees employed by the Township of Weehawken arising herewith for the term of the Agreement.

B. The Agreement specifically excludes the following titles:

1. Court Clerk
2. Welfare Director
3. Tax Assessor
4. Recreation Director
5. Confidential Aide to Manager
6. Building Inspector
7. Township Clerk
8. Secretary to Mayor
9. Library Director
10. Labor Foreman
11. Township Manager
12. Tax Collector
13. Office Supervisors
14. Personnel Officer

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Weehawken 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. To make rules of procedure and 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.

2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employee is recognized.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

5. 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 non-productive.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE III

UNION SECURITY

A. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the Union

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 equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer 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 representation of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. 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. Check Off Union Dues

The Employer agrees to deduct the Union dues, in an amount certified by the Union, in twenty-six (26) equal payments, from all employees who execute a written authorization in accordance with N.J.S.A. 52:14-15, 9e, the deduction shall be made each pay period. The total of such deduction, together with the form supplied by the union, including the name of the employees from whom dues have been deducted, shall be remitted to Council 52, AFSCME, 516 Johnston Avenue, Jersey City, New Jersey 07403 by the fifteenth (15th) of each month following such deductions. Dues deductions for any employees in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of withdrawal is filed.

C. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of

action taken by the Township in the reliance upon salary deduction authorization cards as furnished by the Union to the Township or in reliance upon the official notification on the letterhead of the Union signed by the President of the Union advising of such changed deduction.

D. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the Union.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated within twelve (12) working days after its occurrence or when the employee knew or should have known in the following manner.

D. 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:

STEP ONE: The aggrieved or the Union shall institute action under the provisions hereof within twelve (12) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said twelve (12) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. A meeting will be held within four (4) working days with the Department Head and the employee will have the right to have two (2) Union representatives present. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. Within ten (10) working days of the appeal, an informal hearing shall be held with the Township Manager. The Township Manager shall respond in writing to the grievance within fifteen (15) working days of the informal hearing.

Arbitration

1. If the grievance has not been resolved at Step 3, then within thirty (30) days from determination of the grievance at Step 3, the Union may submit the grievance to arbitration.

2. In the event that the employee elects to pursue Department of Personnel procedures, he may not choose to use arbitration.

3. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission of the State of New Jersey. Simultaneously with application to the Public Employment Relations Commission ("PERC"), the Union will send notice to the Employer of its application for arbitration.

4. Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to arbitration.

5. The decision of the arbitrator shall be in writing and shall include the reasons for such decisions.

6. The decision of the arbitrator shall be binding upon the Employer and the Union employee.

7. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

8. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be 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.

9. The expenses of the arbitrator's bill shall be shared equally by the parties.

E. Miscellaneous

1. Grievance Committee members may investigate and process grievances

July 1, 2006 to June 30, 2007	4% (to be paid on July 1, 2008)
July 1, 2007 to June 30, 2008	4% (to be paid on July 1, 2008)

July 1, 2008 to June 30m 2009	4% (to be paid on July 1, 2008)
July 1, 2009 to June 30m 2010	4% (to be paid on July 1, 2009)

B. School Crossing Guards shall receive the following pay:

July 1, 2006 to June 30, 2007	\$40.00 a day (to be paid on July 1, 2008)
July 1, 2007 to June 30, 2008	\$40.50 a day (to be paid on July 1, 2008)
July 1, 2008 to June 30, 2009	\$41.00 a day (to be paid on July 1, 2008)
July 1, 2009 to June 30, 2010	\$41.50 a day (to be paid on July 1, 2009)

C. Clothing/Clothing Maintenance Allowance

1. Each employee in the Departments of Public Works and Parks and Recreation shall receive a \$150 clothing maintenance allowance and be paid the first pay period in December. Only those employees who have been employed the previous six (6) consecutive months to December 1st shall receive the allowance.

2. School Crossing Guards will be furnished uniforms.

D. The Township retains the right in its sole discretion to give any employee additional credit on the salary guide to reflect service in another municipality or experience in private industry.

E. Sweeper Drivers

There will be an increase of \$1,500.00 in the base salaries: (July 1, 2008)

ARTICLE VI

LONGEVITY

A. In addition to salaries, members shall receive longevity as follows:

1. Less than five (5) years of continuous service	\$0
2. From five (5) years to less than eleven (11) years of continuous services	\$200

during working hours.

2. The Union reserves the right to have a non-employee representative present at all steps of the grievance procedure.

3. Upon prior notice to and authorization of the Township Clerk, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the Union may proceed to the next step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V

SALARIES

A. All employee salaries, excluding crossing guards, shall provide for salary increases (including increment) for employees as follows:

Date of Increase

July 1, 2006 to June 30, 2007	4% (to be paid on July 1, 2008)
July 1, 2007 to June 30, 2008	4% (to be paid on July 1, 2008)

3. From eleven (11) years to less than sixteen (16) years
of continuous services \$400
4. From sixteen (16) *years* to less than twenty-one (21) years
of continuous service \$600
5. Twenty-one (21) or more years of continuous service \$800

B. All employees hired prior to January 1, 1979 shall have as their effective date of use for longevity purposes January 1, 1979.

C. Employees shall be eligible for longevity on their annual anniversary date.

D. To receive longevity pay, an employee must be in a paying status as of six (6) months prior to the anniversary date of any year hereunder when longevity is to be paid. If an employee leaves the service of the Township in good standing six (6) months prior to their anniversary date, but prior to the anniversary date of any year, then such employee will receive longevity pay based upon the length of service on a pro-rata basis for the time of actual employment. If the employee leaves prior to six (6) months before the anniversary date of any year, then on longevity pay shall be paid for that year.

ARTICLE VII

OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard work week at the rate of one and one-half (1 1/2) times the computed hourly rate for all hours over forty (40) hours per week. Hours worked between thirty-five (35) and forty (40) hours per week shall be paid at the straight time rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head. The Township will make every effort to equalize overtime within its needs.

C. All overtime worked shall be paid for promptly, no later than the next regular payroll check. All overtime shall be paid in cash and not time off. For the purpose of computing overtime, all time for which an employee received pay shall be considered time worked.

D. Overtime shall be voluntary. Whenever there are no volunteers for overtime, employees may be assigned within classification by inverse seniority order on a rotating basis. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE VIII

VACATIONS

A. (1) The following vacation is applicable to all employees in the unit hired before July 1, 1998, including crossing guards:

	Before July 1, 1998
One (1) day per month from the date of hiring to the completion of one (1) year of service	
Completion of one (1) year through the completion of four (4) years	14 days
From five (5) years through the completion of nine (9) years	17 days
From ten (10) years through the completion of fourteen (14) years	20 days
From fifteen (15) years to the end of nineteen (19) years	23 days
From the commencement of twenty (20) years	25 days

(2) The following vacation is applicable to all employees in the unit, hired after July 1, 1998, including crossing guards:

	After July 1, 1998
One (1) day per month from the date of hiring to the completion of one (1) year of service	
Completion of one (1) year through the completion of four (4) years	12 days
From five (5) years through the completion of nine (9) years	15 days
From ten (10) years through the completion of fourteen (14) years	18 days
From fifteen (15) years to the end of nineteen (19) years	21 days
From the commencement of twenty (20) years	23 days

B. All vacation time shall be used in the current year and may be accumulated for one (1) year.

C. All employees outside the DP W Department shall submit requests for vacation at least one (1) month in advance to the Department Head.

D. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion to the Department Head. When permission is sought to use an individual day, the one (1) month notice required by Section C above shall be waived, provided that the permission can be granted without affecting the operation of the Department. Permission shall not be unreasonably denied.

E. Vacation shall be granted at the time requested by the employee. Unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period. Employees in the DPW Department should select their vacation preference in March for the remainder of the year.

F. Vacation checks will be issued only within the quarter of the year when vacations occurs

G. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

H. Any employee who is laid off, retired or separated from the service of the Employer for any reason, excluding discharge period to taking his vacation, shall be compensated in cash for the unused vacation he was accumulated at the time of separation.

I. In the case of death of such an employee, such payment shall be made to his estate.

ARTICLE IX

HOURS OF WORK

A. **Regular Hours**

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

B. **Work Week**

1. The work week for non-Department of Public Works and Parks Department employees shall consist of five (5) consecutive seven (7) hour work days, Monday through Friday inclusive. The standard work week for such employees shall be thirty-five (35) hours per week including lunch hour.

2. The work week for Department of Public Works and Parks Department employees shall be forty (40) hours per week. The Township may schedule a work week of five (5) consecutive days from Wednesday through Sunday. In such event, Monday and Tuesday shall be considered the weekend and holidays will be observed on Wednesday.

3. Crossing Guards' work week consists of twenty (20) hours per week.

C. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift.

D. All employees covered by this Agreement except School Cross Guards shall have a paid lunch period of one (1) hour.

E. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.

F. The Township may institute flex time hour providing that white collar municipal employees' standard work day may commence at 8:00 am. and end at 6:00 p.m. exclusive of overtime work. With respect to flex time hours, employees will be offered the opportunity on a seniority basis to indicate their choice of hours. The final decision, however, shall be made by the Township based upon the needs of the Township.

G. Clerical employees hired after July 1, 2003, hours of work shall be 9:00 a.m. to 5:00 p.m.

H. Parks Department hours of work shall be 8:00 a.m. to 4:00 p.m.

ARTICLE X

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious diseases.

B. All employees with more than one (1) year of service shall be eligible for fifteen (15) sick days per year. Employees in their first (1 ") year shall receive one and one-fourth (1 1/4) days for each month of service.

C. An employee who has been absent on sick leave for three (3) or more

consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1 The appointing authority may requiring proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send a medical physician to examine and report on the condition of the patient to the Department Head. A doctor's note would be requested first from the employee.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Township medical physician.

E. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

F. Sick leave with pay shall not be allowed when an employee does not report to the Township physician.

G. The recommendation of the Township medical physician as well as that of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician to require the

employee to submit to an examination by a third doctor. The Township will absorb the cost for the third doctor.

H. In charging an employee with sick leave, the smallest unit to be considered is one-half (½ %) of a working day.

I. Sick leave in excess of the time prescribed by this Agreement may be granted at the discretion of the Department Head when warranted by the employee's overall work record.

J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and does not notify his Department Head or some other responsible representative of the Township on any of the first three (3) days will be subject to dismissal.

K. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer.

L. Employees shall be compensated in cash thirty-five (\$35.00) dollars per day for each accumulated unused sick leave day up to a cap of \$3,500.00 when they are permanently separated from employment as a result of retirement within the meaning of PERS or death. In the event of death, payment is to be made to the estate of the employee. However, an employee may opt to apply accumulated sick leave credits toward his retirement. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

M. Any employee who calls in sick for the purpose of engaging outside employment shall be subject to immediate discharge.

N. Each School Crossing Guard shall be entitled to two (2) sick days per year subject to paragraphs A through M. The sick days may be accumulated for the lifetime of the current Agreement only.

O. Employees, except for school crossing guards, shall receive a sick leave incentive bonus of \$200 for not using any sick time for the period from January 1- June 30 and July 1 - December 31. (Starting January 1, 2006 all retro money will be paid July 1, 2008).

ARTICLE XI

FUNERAL LEAVE

A. In the event of death in employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall exceed four (4) working days.

B. The "immediate family" shall include only husband, wife, child, mother, father, grandparents, grandchildren, sister, brother and current mother-in-law and father-in-law.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holidays or sick time off falling within the time of the bereavement but not vacation.

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if not granted by the Department Head or his designated representative, shall be charged, at the option of the employee, as a vacation day.

F. Each school crossing guard shall be entitled to two (2) non-cumulative bereavement days for members of the immediate family as defined in Section B.

ARTICLE XII

HEALTH BENEFITS

A. The Township will continue the New Jersey Blue Cross and Blue Shield coverage for employees and family that is now in effect for all employees covered under this Agreement.

B. The Township will continue the Dental Plan with family coverage that is now in effect for all employees covered under this Agreement.

C. The Township will continue the Prescription Plan with family coverage at a co-payment of One Dollar (\$1.00) for generic drugs and Five Dollars (\$5.00) for name brands that is now effect for all employees covered under this Agreement.

D. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided. New hires as of July 1, 2008 will only be offered H.M.O. insurance coverage.

ARTICLE XIII

HOLIDAYS

A. The following shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King Day*
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election (November)

- 11. Veterans Day
- 12. Thanksgiving Day
- 13. Day after Thanksgiving Day
- 14. Christmas Day

* 3rd Monday in January

B. Any employee required to work on any holiday will be paid in addition to his regular holiday pay, at time and one-half (1 ½) times his regular hourly rate for all hours worked except for employees who work in the Township Clerk's Office on Election Day. Those employees shall receive a substitute compensation day to be determined by the Department Head.

C. All holidays falling on Saturday shall be celebrated on the preceding Friday and all holidays falling on Sunday shall be celebrated on the following Monday. However, the Department of Public Works crew that works from Wednesday to Sunday shall celebrate the holidays that fall on Monday and Tuesday on Wednesday.

D. Crossing Guards will be paid for the following days starting Sept. 1, 2007

Thanksgiving Day and Christmas Day

On emergency bad weather days when schools are closed or close early, Crossing Guards will be paid for the full day.

ARTICLE XIV

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township his daily rate of pay provided that:

- 1. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.

2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time served on the duty.
4. Employee agrees to turn over the jury duty check to the Township Payroll

Department.

D. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE XV

UNPAID LEAVES

A. Unpaid Leave of Absence

A leave of absence without pay may be granted to employees who have been employed for a period of ninety (90) days. Said leave shall not be arbitrarily or unreasonably withheld. Such decision shall not be grievable.

B. Reasonable Purpose

Leaves of absence without pay and not to exceed six (6) months may be granted for any reasonable purpose and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case will be determined by the Employer.

C. Union Business

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may upon written request of the Union be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

2. Members of the Union selected by the Union to participate in any other

Union activity may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

D. Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System.

E. Military Leave

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

F. Maternity Leave

Maternity leaves, not to exceed one (1) year without pay, shall be granted at the request of the employee. No benefits conferred under this contract shall accumulate during the maternity leave. The employee retains the right to use all accumulated sick time and vacation time prior to taking an unpaid leave.

ARTICLE XVI

SENIORITY

A. Seniority is defined as an employee's total length of continuous service with the Township beginning with his last date of hire. Seniority as defined in this Agreement shall be utilized for the purpose of selection of vacations and shall be one of the criteria considered in making layoffs and recalls.

B. Each year the Employer shall give to the Union a seniority list showing the

continuous service of each employee. The Seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

C. Employees shall receive seniority credit for time served under the CETA Program in Weehawken.

D. Job vacancies and promotional openings will be filled by the employee applicant with the most seniority that has the qualifications to perform the job, and bases on job performance and employment history.

New Hires as July 1, 2008 will only be offered H.M.O. insurance coverage.

ARTICLE XVII

WORK FORCE CHANGES

A. Promotions and Filling Vacancies

1. The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

2. When a vacancy in the bargaining unit position is to be filled or a new position is created, the Employer shall post a notice of such vacancy or new position on the bulletin board for a period of such vacancy or new position on the bulletin board for a period of ten (10) working days. The posting shall contain the date the position is to be filled, title of the position, requirements, rate of pay and space for all interested employees to sign said posting.

3. During this period, employees who wish to apply for the open position may do so. The application shall be submitted, in writing, to the employee's immediate supervisor.

4. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all

bulletin boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

5. Any employee selected in accordance with the procedure set forth above shall undergo a trial period pursuant to the Department of Personnel.

B. Layoff

1. In the event the Employer plans to layoff employees for any reason, the Employer shall follow Department of Personnel Rules.

2. The Employer shall forward a list of those employees being laid off to the Local Union Secretary forty-five (45) days in advance.

3. Employees to be laid off will have at least forty-five (45) calendar days notice of layoff.

4. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps and is qualified to do the work.

C. Recall

1. When the work force is increased after a layoff, employees will be recalled according to seniority. Notice or employees will be recalled according to seniority. Notice or recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall he shall be considered to have quit. Recall rights shall last for one (1) year. Written notice of

expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

D. Consolidation or Elimination of Jobs

1. It is understood and agreed that the Employer will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

2. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job within that job title.

E. Transfers

1. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

2. Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

3. Employees requesting transfers because of the elimination of their jobs may be transferred to the same job or any job of an equal classification on the basis of seniority.

ARTICLE XVIII**UNION LEAVE**

Members of the Union who are elected or designated to attend the International Union Convention shall be permitted to attend such function and shall be granted the necessary time off without loss of either time or pay, provided that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled. Such leave cumulatively shall not exceed ten (10) days for the entire bargaining unit.

ARTICLE XIX**DISCIPLINE AND DISCHARGE**

- A. Disciplinary action or measures shall include only the following:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension (Notice to be given in writing)
 4. Discharge
- B. Disciplinary action may be imposed upon an employee only for just cause.
- C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. The Employer shall not discharge any employee without just cause. If discharge takes place, the Union and individual will be given written reason for discharge

ARTICLE XX**GENERAL PROVISIONS****A. Discrimination**

The Township and the Union recognize the Constitutional equality of each and every employee and agree that no employee shall be discriminated against in the course of his employment with this Township by reason of age, sex, color, creed, nationality and Union activity.

B. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference restraint, or coercion by the Employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

C. Union Activities on Employer's Time and Premises

1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, provided such business does not diminish the effectiveness of the Township, appropriate Union representatives who are employed shall be allowed to:

- a. Post Union notices.
- b. Distribute Union literature.
- c. Solicit Union membership during other employee's non-working time.
- d. Transmit communications authorized by the Local Union or its officers to the Employer or his representative.

- e. Consult with the Employer, his representative, Local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

D. Contract Negotiations

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

E. Work Rules

1. The Employer agrees that new work rules or changes in existing rules shall not become effective until the majority representative is notified of such change.

2. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

3. Temporary employees under the Department of Personnel shall receive the same rate of pay as probationary employees within the same classification.

F. Part-Time Employees

Part-time employees employed on a regular basis (more than twenty-one (21) ⁷⁰²⁵ hours per week) shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement on a prorated basis.

G. Bulletin Boards

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at each work installation. No material may be posted without receiving permission of the officially designated Union representative.

H. Access to Premises

The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not duly interfere with the performance of duties assigned to the employees.

I. Aid to Other Unions

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the employee or those designated as his representatives or subordinate staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

J. Notification of New Employees

The Employer agrees to submit to the Union each month a list of new employees hired, their job classification, home addresses and whether their employment is on a permanent, provisional, seasonal or temporary basis if known.

K. Defective Equipment

1. In the event that an employee has a good reason to believe that a piece of equipment is unsafe to operate, said employee shall immediately have the equipment inspected by the mechanic on duty.

2. If the mechanic on duty determines that the equipment is safe to operate and the employee is not satisfied with that determination, the employee may immediately appeal to the Department Head or his designee, who shall personally inspect the equipment.

3. The employee shall not be required to operate the equipment during the inspection and appeals.

L. Department of Public Works - Seasonal Employees

The Township may employ up to a maximum of four (4) seasonal employees from May 1 - October 31. The work week of such employees shall consist of any five (5) consecutive eight (8) hour work days, Sunday through Monday inclusive. The aforementioned employees will receive no fringe benefits.

M. School Crossing Guards

The only economic provisions of this Agreement which apply to School Crossing Guards are the following:

1. Pay - Article V, Section B.
2. Clothing/Clothing Maintenance Allowance - Article V, Section C.2.
3. Work Week - Article IX, Section B.3.
4. Sick Leave - Article X, Section N.
5. Funeral Leave - Article XI, Section F.

ARTICLE XXI

MAINTENANCE OF WORK OPERATIONS

1. The Union hereby 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 work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

2. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee of the Township.

ARTICLE XXII**WORK IN HIGHER CLASSIFICATIONS**

Whenever any employee is required to serve in a higher paying position, such employee shall receive the rate of pay of said position after having served in this capacity for thirty (30) days. If any employee works in a higher position for sixty (60) or more consecutive calendar days, he shall receive salary retroactive to the first day for higher position. Employees shall receive higher pay, but not additional benefits.

ARTICLE XXIII**RECALL**

A. Employees recalled to duty for any reason shall be paid during such time (in excess of regular tour of duty) a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) if the employee has already worked forty (40) hours or straight time if the employee has worked less than forty (40) hours.

B. Employees shall not be eligible for recall pay if such recall is contiguous on the front or back side of the employee's working tour.

C. The Township has the right to retain the employee for the full two (2) hour period.

ARTICLE XXIV**DISABILITY**

Once an employee has exhausted all accumulated sick time, and vacation time, he/she may apply to the Township for extended disability. The Township shall review each application on a case-by-case basis.

ARTICLE XXV**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVI**FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. 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 either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII**DURATION**

A. This Agreement shall be in full force and effect as of July 1, 2006 and shall remain in effect to and including June 30, 2009, without any reopening date. The economic changes in this Agreement will apply only to those employees on the active payroll of the Township on July 1, 2006 and thereafter and to those employees who retired under the applicable pension statute during the period of July 1, 2006 through June 30, 2009.

B. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals at
the Township of Weehawken, New Jersey, on this day of , 2008.

LOCAL NO. 3166, AFSCME

TOWNSHIP OF WEEHAWKEN

By: James Beem

By: James V. Marchetti Jr

AFSCME COUNCIL 52

By: Anthony Woodson
4/21/08