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Duplicate

A G R E E M E N T

between:

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

-and-

ASSOCIATION OF PUBLIC WORKERS, INC.

JANUARY 1, 1979 THROUGH DECEMBER 31, 1980

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PREAMBLE

THIS AGREEMENT, made this *8* day of *May* 1980, between the TOWNSHIP OF TEANECK, BERGEN COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township", and ASSOCIATION OF PUBLIC WORKERS, INC., a representative of certain employees of the Township, hereinafter referred to as "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township of Teaneck hereby recognizes ASSOCIATION OF PUBLIC WORKERS, INC., pursuant to Public Employment Relations Commission, Docket No. RO-80-91 for all blue collar employees employed in the Departments of Public Works and Maintenance of the Township of Teaneck, comprising the following job classifications:

Building Maintenance Worker
Building Service Worker
Compactor Truck Driver
Electrician
Electrician Helper
Equipment Operator
Equipment Operator, Sanitary Landfill
Equipment Operator, Sweeper
Garage Attendant
Gardener
Inventory Control Clerk
Laborer
Mechanic
Mechanic Helper
Senior Gardener
Senior Maintenance Repairer
Senior Maintenance Repairer (Carpenter)
Senior Maintenance Repairer (Plumber)
Senior Sewer Repairer
Tree Climber
Truck Driver

but excluding all other Township Employees, all professional, craft and clerical employees, police, managerial executive and supervisors within the meaning of the Act.

B. Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the list above.

ARTICLE II

COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Union.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of three (3) will be excused from their Township work assignments by the Township, provided their absence will not seriously interfere with the Township's operations. Such employees would suffer no loss of regular straight time pay up to a maximum of fifteen (15) hours total for each employee for time spent in such negotiating meetings inclusive of preparation and travel time in connection with such meetings.
- D. The duly authorized negotiating agent of either the Township or the Union is not required to be an employee of the Township.

ARTICLE III

MANAGEMENT RIGHTS

A. The Township of Teaneck 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, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees,
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees,
3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment 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 hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.S. 11,40 and 40A, or any other national, state, county or local laws or Ordinances.

ARTICLE IV

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing working conditions shall be announced in advance and discussed with the Union before they are fully implemented.

ARTICLE V

CONDUCTING UNION BUSINESS

A. No union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.

B. No Union meetings shall be held on Township time unless specifically authorized by the Township.

C. The Union will notify the Township in writing of the one (1) Chief Steward and two (2) Assistant Stewards selected from the bargaining unit. Each of the foregoing shall be from a different regular work base. Only the Chief Steward, or a predesignated Assistant Steward in his/her absence, may confer with management on grievances or other matters of mutual interest. The two (2) Assistant Stewards shall be restricted in their duties to relaying information regarding grievances to the Chief Steward. It is understood and agreed that the two (2) Assistant Stewards shall not act as the Chief Steward. The Township acknowledges the right of the Union to select a representative who is not an employee to participate in such conferences as may occur between the Township and the Chief Steward on matters relating to grievances.

D. The Township agrees that it will permit the authorized Chief Steward, or a pre-designated alternate, but not both, to take a reasonable amount of time from his/her job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with his/her supervisor.

E. The Chief Steward will be allowed time off without pay, not to exceed two (2) days per year, to attend any Union seminars or conventions, provided at least thirty (30) days prior thereto written notification that the Chief Steward intends to attend said seminar or conventions has been given to the Township Engineer.

F. A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

ARTICLE VI

NON-DISCRIMINATION

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

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce, or otherwise interfere with the employee.

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

A. 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, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Township. The Union agrees that such action will constitute a material breach of this Agreement.

B. 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 or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. 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 in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The Township agrees that it will not engage in the lock-out of any of its employees.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedure shall be used:

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not proceed beyond Step One herein.

B. The procedure for settlement of grievances shall be as follows:

1. STEP ONE

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved the employee shall discuss it informally with his/her immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him/her.

2. STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented to the Superintendent of Public Works, who shall discuss the matter orally with the grievant. The Superintendent shall render a decision within two (2) working days after the grievance was first presented to him/her.

3. STEP THREE

If no agreement can be reached orally within two (2) working days of the initial discussion with the Superintendent of Public Works, it may be presented by the Union in writing within eight (8) working days to the Township Engineer. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion. The Township Engineer will give the Union the opportunity to be heard and will answer the grievance in writing within nine (9) working days of receipt of the written grievance.

4. Step Four

If the Union wishes to appeal the decision of the Township Engineer, it shall be presented in writing to the Township Manager, or his/her delegated representative, within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager or his/her authorized representative may give the Union the opportunity to be heard and will give a decision in writing within ten (10) working days of receipt of the written grievance.

5. Arbitration

(a) If no satisfactory resolution of the grievance is reached at Step Four, then within five (5) working days the grievance shall be referred to the State Board of Mediation for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) The arbitrator shall have no authority to add to or subtract from the Agreement.

(c) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Township Manager on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

C. Any employee covered by this Agreement shall have the right to process his/her own grievance.

D. 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 any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, 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. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE IX

WAGES

A. Effective January 1, 1979, the salary schedule for all full-time employees represented by the Union shall be as shown in Schedule One (1) attached hereto and made a part hereof and shall represent a six hundred (\$600.00) dollar increase.

B. Effective January 1, 1980, the salary schedule for all full-time employees represented by the Union shall be as shown in Schedule two (2) attached hereto and made a part hereof and shall represent a seven hundred fifty (\$750.00) dollar increase.

C. Nothing under this Agreement shall be construed to require the Township to pay an increment to any employee covered by this Agreement. The Township may withhold payment of an increment when in its sole discretion, the employment performance of the employee has not been satisfactory.

ARTICLE X

LONGEVITY

A. All full time employees shall receive in addition to the salaries as provided in the Salary Schedule a longevity payment in accordance with the following schedule:

<u>Completed years of Continuous Satisfactory Full-Time Employment</u>	<u>Amount</u>
5 through 10	\$ 250.00
11 through 15	500.00
16 through 20	750.00
21 through 25	1,000.00
More than 25	1,250.00

B. For the purpose of determining longevity an employee covered by this Agreement whose anniversary date of employment with the Township is on or before March 15th of a year shall be eligible for a longevity increment as of January 1st of that year. An employee covered by this Agreement whose anniversary date of employment is after March 15th of a year shall be eligible for a salary increment as of January 1st of the next year. It is understood and agreed that the term "anniversary date of employment" refers to the beginning date of the employee's present full time employment with the Township.

ARTICLE XI

HOURS OF WORK

A. The standard weekly work schedule shall consist of five (5) daily tours of eight (8) hours each and shall be arranged by the Township. Generally, the normal work week for most employees will be from Monday through Friday. However, the Township may schedule other work weeks, provided that a reasonable amount of notice is given to the employee or employees involved.

B. The normal daily hourly working schedule shall be from 7:00 a.m. to 4:00 p.m. and shall remain in effect unless abuses of the 7:00 a.m. starting time make it desirable for the Township to change to a later starting hour. In this event, the Township will negotiate on the proposed changes with the Union. If no agreement is reached on this matter within thirty (30) days, the Township may, at its discretion, put the new schedule into effect.

C. During certain periods of the year the Township may assign a limited number of qualified employees to a different starting and stopping schedule to provide required services to the Township.

D. The lunch period shall be one (1) hour, to be taken between eleven thirty a.m. and twelve thirty p.m. for those employees whose work day starts at seven o'clock a.m. and ends at four o'clock p.m. For all other employees the lunch period shall be one (1) hour and shall be taken after the first four (4) hours of work.

Employees required to demobilize and mobilize equipment shall be given no more than fifteen (15) minutes prior to and following the lunch period to accomplish this task. Any additional time needed shall be taken from the lunch period.

ARTICLE XII

OVERTIME

A. General

1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately manned by qualified employees working on an overtime basis.

2. The amount of overtime and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.

3. The opportunity to work overtime will be distributed as evenly as practicable among employees normally engaged in the work involved with reference to the seniority list. Wherever practicable and possible, employees will be given a reasonable amount of notice when they are required to work regular overtime. When an employee is scheduled to work overtime and is unable to do so it shall be considered as worked for the purpose of this subparagraph. A record of such overtime hours for each employee shall be posted on the Department bulletin board weekly.

4. In the event the Township Manager or the Township Engineer declares an emergency it is understood that any qualified individual(s) may be assigned to work during the emergency.

B. Overtime Pay for Employees

1. Pay at time and one-half shall apply to authorized time worked in excess of forty (40) hours in the standard weekly work schedule.

2. Time within the employees standard weekly work schedule for which he receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay.

3. For overtime computation purposes only, any employee returning from an extended illness of more than thirty (30) days who has exhausted his sick leave is entitled to credit as time worked if the employee is sick within the first calendar month after his return to work .

C. Snow Emergency

1. All employees covered by this Agreement who are called in for initial snow plowing operations outside the regularly scheduled work day shall be compensated at the rate of ~~time-and-one-half~~ the regular straight time hourly pay rate until the commencement of the employees regular working hours which shall be paid for at straight time.

ARTICLE XIII

HOLIDAYS

A. The following days are designated as paid holidays by the Township:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Day

B. Each employee who shall remain with the Township for the entire calendar year shall be entitled to an additional one (1) paid personal holiday, in addition to the holidays listed in paragraph A above. It is understood and agreed, with respect to the unspecified holiday provided herein that the employee may request the day off at any time during the calendar year earned provided approval is received from the Township Engineer at least ten (10) days prior to taking of such holiday.

C. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

D. Employees are required to work the last day prior to the holiday and the first workday following the holiday in order to be paid for the holiday, unless the employee is on an approved leave on such days.

ARTICLE XIV

VACATIONS

A. All employees covered by this agreement shall earn annual leave for vacation purposes on a calendar year basis, with pay, in accordance with the following schedule:

To the end of the first calendar year	-	One (1) working day per full month of service
1 to 5 years service	-	14 working days
6 to 10 years service	-	17 working days
11 to 15 years service	-	19 working days
16 years of service and over	-	22 working days

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts full time employment with the Township August 1, 1976. At the end of 1976 he is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1977. On January 1, 1978, he/she would be credited with fourteen (14) working days vacation based on a full year of full time employment in 1977, which vacation can be taken in 1978.

2. Employees hired prior to January 1, 1965 may take their vacation in the year in which earned.

3. Earned vacation may accumulate for no more than two (2) years of credit.

C. Vacation leave shall not be taken in less than one (1) day periods unless permission is granted prior thereto by the Township Engineer or the Township Manager.

D. Employees separated in good standing and who have no more than two (2) years of accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave.

E. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the Township Engineer. All or part of this requirement may be waived by the Township upon approval of the Township Engineer and the Township Manager.

F. An employee who has returned from extended Military Leave or other extended leave of absence without pay or has been re-employed or re-instated shall be considered a new employee for the purpose of determining vacation eligibility.

ARTICLE XV

SICK LEAVE

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment, exposure to contagious disease, death in the immediate family or personal absence as hereinafter provided.

B. Employees on an annual salary shall be granted sick leave as hereinbefore defined, with pay to which eligible, as follows:

1. During the first calendar year of employment, one (1) working day for each full month of service.

2. Thereafter, one and one quarter (1¼) working days per month or a total of fifteen (15) days for each calendar year of service.

3. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed.

C. When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days in one calendar year because of sickness, he shall show proof of his inability to work by submitting to the Township Treasurer, upon request and no later than at the beginning of the second work day a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness.

D. A sick day shall be charged for an absence of more than four (4) hours or one-half ($\frac{1}{2}$) day for an absence of less than four (4) hours. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor or the Teaneck Police Department within one (1) hour before the time set to begin his/her daily schedule, except in case of emergency. An employee who is absent for five (5) consecutive days or more and does not notify the department head or some other responsible representative of the Township on any of the first five (5) days will be subject to dismissal in accordance with the Civil Service rules.

F. An employee may charge to his/her sick leave a maximum of three (3) days each year for the purpose of attending funerals or weddings, religious days, or other personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Township Engineer.

G. An employee may charge to his sick leave necessary absence as required due to death in the immediate family.

1. The immediate family shall be defined to include spouse, children, mother, father, brother, sister, mother-in-law, or father-in-law of the employee.

ARTICLE XVI
INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his employment, he shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty-eight (48) hours of the injury or illness.
2. Submits upon request to examination by a physician appointed by the Township.

B. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

C. Disputes between the physician and the employee's personal physician may be subject to the grievance procedure.

D. Payments made as Worker's Compensation Insurance from any source to an employee while on injury leave shall be deducted from the amount to be paid the employee by the Township during each period he/she is carried on the Township payroll.

ARTICLE XVII

HOSPITALIZATION

A. Employees and their eligible dependents shall receive paid hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey, or its equivalent at Township option.

ARTICLE XVIII

JURY LEAVE

A. Every employee covered by this Agreement who is ordered to report for Jury Duty shall be granted a leave of absence from his regular duties during the actual period of such Jury Duty, and shall receive for such period of Jury Duty an amount equal to the difference in his regular pay and his Jury Duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on Jury Duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.

B. To receive the pay differential stated in Section A above, the employee is required to submit a statement issued to the juror by the sheriff or other court officer listing the amount of money paid to the juror as juror fees.

ARTICLE XIX

LIFE INSURANCE

- A. The Township agrees to furnish to all full time employees under age 65 covered under this Agreement at no cost to such employee a \$5,000. term life insurance policy.
- B. The Township agrees to furnish to all full time employees age 65 or over covered under this Agreement at no cost to such employees a \$2,500. term life insurance policy.
- C. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.

ARTICLE XX

MILITARY LEAVE

A. All employees covered by this Agreement shall receive Military Leave in accordance with applicable United States and New Jersey Statutes.

ARTICLE XXI

LEAVE OF ABSENCE

A. An employee covered by this Agreement may take a leave of absence without pay from Township duties, if recommendation therefor is given by the Township Engineer, and approval is granted by the Township Council. The leave of absence shall not exceed thirty (30) calendar days within one (1) calendar year, and during the period of said leave, the Township shall be under no obligation to pay for the benefits provided for in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to his credits; nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave. The employee shall sign an affidavit wherein he shall state that during the period of the leave of absence the employee shall engage in no remunerative employment.

ARTICLE XXII

POSTING

- A. The Township shall supply one (1) glass-enclosed, locked bulletin board for the exclusive use of the Union to be placed in a conspicuous location in the Township garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Township Department Head. The Union shall retain possession of the key to the bulletin board.
- B. All new and vacant positions shall be posted on the Township Bulletin Board for a period of one (1) week prior to the filling of such vacancies. Employees applying for such vacancies shall make a request in writing to the Township Engineer within one (1) week of the first date of such posting.
- C. The Township will maintain and post a seniority list by job classification and title. The seniority date shall be determined as required by Civil Service Rules and Regulations.

ARTICLE XXIII

TERMINAL LEAVE

- A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on 50% of his/her accumulated sick leave time.
- B. Any employee who retires on a monthly pension payment from the Public Employees Retirement System before completion of twenty five (25) years of service with the Township shall be eligible for a lump sum terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time.
- C. In case an employee dies before retirement, the value of his/her accrued sick leave will be paid to his/her estate on the basis of the formula in paragraph A or B.
- D. The maximum benefit to be paid under Section A,B or C of this article shall be limited to 50% of an employee's base salary at the time of retirement or death but in no case shall it exceed \$12,000.00.
- E. Payment under this article shall not be made until certification of eligibility for retirement has been received from the Public Employees Retirement System.
- F. This entire article shall not apply to anyone starting employment after the date of signing of this agreement.

ARTICLE XXIV

UNIFORM ALLOWANCE

- A. For the calendar year 1979 only, the Township agrees to continue to provide work clothes for all full-time employees in accordance with the 1977-1978 Collective Bargaining Agreement.

- B. Effective January 1, 1980, the Township agrees to pay all full-time employees covered under this Agreement an annual clothing allowance of one hundred seventy five (\$175.00) dollars per year payable in September of each year.

- C. Each employee must maintain the minimum allotment of the required uniform , as established by the Township.

- D. All employees must report for work properly attired in the required uniform as established by the Township.

- E. Management reserves the right, if an employee comes to work inappropriately attired, to issue one (1) written warning to the employee. After the first offense, management reserves the right to purchase, at the employee's expense, any part up to and including the entire clothing allotment for the employee.

- F. No more than one allowance or allotment, may be paid to any employee of the Township in any calendar year.

- G. Notwithstanding the above, the Township will continue to provide foul weather gear to each employee as necessary.

ARTICLE XXV

DUES CHECK-OFF

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law) the Township agrees to deduct from the pay periods of each month, uniform membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Union.
- B. Any changes in monthly dues will be certified in writing by the President of the Union, or his designee, and the amount shall be uniform for all members.
- C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.
- D. The Union agrees that it will indemnify and save harmless the Township of Teaneck against any and all accidents, claims, demands, losses, or expenses in any matter resulting from action taken by the Township of Teaneck at the request of the Union under this Article.

E. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary -Treasurer of the Union of all employees who are terminated from the Township's payroll.

F. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harrassment or pressure by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township finance officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A.52:14-15.9e, as amended.

ARTICLE XXIV
SAFETY COMMITTEE

A. The Township Engineer may, from time to time, call a meeting of the Safety Committee. The Committee shall consist of no more than four (4) employees, one each from the following areas:

Parks and Roads

Maintenance

Mechanical

The Committee shall make suggestions and recommendations relating to the safety and condition of the Department equipment, which suggestions and recommendations shall be considered as the Township thinks appropriate. At least three (3) days prior to a Safety Committee meeting, the Township Engineer shall distribute to the Chief Steward an agenda of those matters to be discussed at the Committee meeting. The agenda concerning safety only shall be strictly adhered to.

ARTICLE XXVII

MISCELLANEOUS

A. Stand-by-Time

1. Stand-by shall be defined as being available for any emergency which may arise over and beyond the employee's normal weekly working period from Monday 4:00 p.m. to the following Monday at 7:00 a.m.

2. Employees assigned to stand-by shall be given extra compensation in the amount of \$30.00 per week while on stand-by.

B. Minimum pay allowance

1. When an employee is required to report to duty outside of his standard daily work schedule and such recall requires him to make extra trips to and from home to his place of duty, he shall be given a minimum of four (4) hours work or pay in lieu of work at the applicable rate for each such occurrence.

C. Training Courses

1. The Township shall reimburse the employees represented by the Union for tuition cost of training courses taken by employees when such courses are authorized by the Township Manager in advance of enrollment and are determined by the Township Manager to be of benefit to the Township.

2. Such training courses shall be taken on the employees own time unless otherwise authorized by the Township Manager and reimbursement shall be made to employees after proof of successful completion of such approved courses.

D. In accordance with N.J.S.A. 19:34-42, the Union, and the Union Officers, hereby agree that none of them shall participate, either actively or passively, in the election campaign of the Township of Teaneck or the Board of Education of the Township of Teaneck.

E. All employees covered by this Agreement shall receive a fifteen (15) minute coffee break in mid-morning, without loss of pay. An employee may take a fifteen (15) minute coffee break in mid-afternoon, subject to the Foreman, in his/her absolute discretion, giving prior approval.

F. If for any reason a written disciplinary warning is issued to an employee covered by this Agreement, a copy shall be sent to the Union. It shall be presented to the employee who shall signify his receipt of it by signing his name thereon. Such signature by the employee shall only signify receipt by the employee of the written warning, and shall not signify acquiescence by the employee in the contents of the warning. Only upon signing will a copy of the written warning be sent to the Union. The Township reserves the right to give verbal warnings.

G. Any employee covered by this Agreement who, for more than ninety (90) consecutive days is authorized to work and does work out of job classification shall be paid for the time beyond the initial ninety (90) days the base compensation rate of the higher title.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. 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 of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.

ARTICLE XXX

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect through December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.
- B. Any grievance filed prior to the signing of this Agreement shall be processed in accordance with the terms of the prior Agreement.
- C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- D. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union of his/her designated representative.

SCHEDULE 1 - 1979 SALARIES

<u>Title</u>	<u>Minimum</u>	<u>Increment</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Maximum</u>
Building Maintenance Worker	9,818.	331	10,149.	10,480.	10,811.	11,143.
Building Service Worker	8,786.	272	9,058.	9,330.	9,602.	9,876.
Compactor Truck Driver	10,902.	392.	11,294.	11,686.	12,078.	12,472.
Electrician	11,793.	442.	12,235.	12,677.	13,119.	13,563.
Electrician Helper	10,733.	382.	11,115.	11,497.	11,879.	12,263.
Equipment Operator	11,070.	402.	11,472.	11,874.	12,276.	12,680.
Equip.Operator Sanitary Land Fill	11,170.	402.	11,572.	11,974.	12,376.	12,780.
Equipment Operator, Sweeper	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Garage Attendant	10,109.	349.	10,458.	10,807.	11,156.	11,504.
Gardener	11,070.	402.	11,472.	11,874.	12,276.	12,680.
Inventory Control Clerk	10,733.	382.	11,115.	11,497.	11,879.	12,263.
Laborer	10,109.	349.	10,458.	10,807.	11,156.	11,504.
Mechanic	11,793.	442.	12,235.	12,677.	13,119.	13,563.
Mechanic Helper	10,733.	382.	11,115.	11,497.	11,879.	12,263.
Senior Gardener	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Senior Maintenance Repairer	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Sr.Maintenance Repairer (Carpenter)	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Sr.Maintenance Repairer (Plumber)	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Senior Sewer Repairer	10,733.	382.	11,115.	11,497.	11,879.	12,263.
Tree Climber	11,421.	421.	11,842.	12,263.	12,684.	13,106.
Truck Driver	10,733.	382.	11,115.	11,497.	11,879.	12,263.

SCHEDULE 2 - 1980 SALARIES

<u>Title</u>	<u>Minimum</u>	<u>Increment</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Maximum</u>
Building Maintenance Worker	10,568.	331.	10,899.	11,230.	11,561.	11,893.
Building Service Worker	9,536.	272.	9,808.	10,080.	10,352.	10,626.
Compactor Truck Driver	11,652.	392.	12,044.	12,436.	12,828.	13,222.
Electrician	12,543.	442.	12,985.	13,427.	13,869.	14,313.
Electrician Helper	11,483.	382.	11,865.	12,247.	12,629.	13,013.
Equipment Operator	11,820.	402.	12,222.	12,624.	13,026.	13,430.
Equip.Operator Sanitary Land Fill	11,920.	402.	12,322.	12,724.	13,126.	13,530.
Equipment Operator Sweeper	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Garage Attendant	10,859.	349.	11,208.	11,557.	11,906.	12,254.
Gardener	11,820.	402.	12,222.	12,624.	13,026.	13,430.
Inventory Control Clerk	11,483.	382.	11,865.	12,247.	12,629.	13,013.
Laborer	10,859.	349.	11,208.	11,557.	11,906.	12,254.
Mechanic	12,543.	442.	12,985.	13,427.	13,869.	14,313.
Mechanic Helper	11,483.	382.	11,865.	12,247.	12,629.	13,013.
Senior Gardener	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Sr.Maintenance Repairer	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Sr.Maintenance Repairer (Carpenter)	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Sr.Maintenance Repairer (Plumber)	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Senior Sewer Repairer	11,483.	382.	11,865.	12,247.	12,629.	13,013.
Tree Climber	12,171.	421.	12,592.	13,013.	13,434.	13,856.
Truck Driver	11,483.	382.	11,865.	12,247.	12,629.	13,013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey, on this 8 day of May 1980.

ASSOCIATION OF
PUBLIC WORKERS INC.

BY: Sybil Gray
President

ATTEST:

Alfred Carlo
negotiating committee

Thomas Taylor
negotiating committee

Samuel Cook
negotiating committee

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY: Thomas Schmid
Township Manager
R140-80

ATTEST:

Roslyn Erndt
Township Clerk

ATTEST

Margaret A. Halbrook
Attorney at law in the state of New Jersey

5/7/80

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey, on this 8th day of *May* 1980.

ASSOCIATION OF
PUBLIC WORKERS INC.

BY: _____
President

ATTEST:

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY: _____
Township Manager

ATTEST:

Township Clerk

