THIS DOES NOT CIRCULATE

AGREEMENT

Between

THE TOWNSHIP OF MAPLEWOOD

And

MAPLEWOOD HOURLY WORKERS BENEVOLENT ASSOCIATION

Effective: January 1, 1978 through December 31, 1978

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THIS AGREEMENT, made this 20^{TH} day of November , 1978, by and between the Township of Maplewood, New Jersey (hereinafter referred to as the Township) and Maplewood Hourly Workers Benevolent Association (hereinafter referred to as the Association).

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Township; and

WHEREAS, the parties desire to embody the results of the collective negotiations in a written agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section A. The Township hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment with respect to all Bureau of Public Works Hourly Employees.

Excluded: White-collar employees, stenographic and clerical employees managerial, supervisory, confidential, craft, professional employees policemen and firemen within the meaning of the Act.

Section B.: This agreement shall be effective from January 1, 1978 up to and including December 31, 1978. Negotiations for a successor agreement shall commence and proceed pursuant to the rules and regulations of the Public Employment Relations Commission, but the terms and provisions of this agreement, shall continue in effect until such successor agreement is executed.

Section C. This agreement shall be applicable to all employees in the unit represented by the Association, as set forth herein.

ARTICLE II

MANAGEMENT RIGHTS

All rights of management are retained by the Township unless otherwise specifically restricted by this agreement and/or the provisions of the New Jersey Employer-Employee Relations Act or other laws, rules and regulations. These rights include but are not limited to the following:

- 1. Give directions to employees regarding their work;
- 2. Hire, promote, transfer and assign subject to seniority and ability to perform work as hereinafter set forth;
- 3. Discipline for good and just cause as hereinafter set forth.

ARTICLE III

GRIEVANCE PROCEDURE

Section A. A grievance shall be any complaint of an employee other than temporary or probationary employees or the Association with respect to wages, hours of work and other conditions of employment or with respect to the application of the terms and provisions of this agreement.

Section B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section C. Nothing herein contained shall be construed as limiting the right of any employee other than temporary or probationary employees having a grievance to discuss the matter informally with the Foreman or Supervisor of the Bureau of Public Works, and having the grievance adjusted without intervention of the Association provided an adjustment is not inconsistent with this Agreement. The Association will be given the opportunity to be present at such adjustments provided the grievant requests same.

Section D. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of or within fifteen (15) calendar days when the employee should have known of such occurrence, whichever is later. Failure to act within the said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

<u>Section E.</u> The following procedure is mutually agreed upon for the settlement of grievances:

Step One.

An employee with a grievance shall first discuss it with his Foreman, with the objective of resolving the matter informally.

Step Two.

In the event that the aggrieved person is not satisfied with the decision of the Foreman at Step One, or in the event that no decision has been rendered by the Foreman within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented in writing by the aggrieved person or the Association on his behalf to the Supervisor or his designated representative. The Supervisor or his designated representative shall render his decision in writing within seven (7) calendar days after the

presentation of the grievance to him.

Step Three.

In the event that the aggrieved person is not satisfied with the decision of the Supervisor or his designated representative at Step Two, or in the event that no decision has been rendered by his Supervisor or his designated representative within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the Association to the Director of Public Works. A decision shall be rendered in writing by the Director of Public Works within seven (7) calendar days after presentation.

Step Four.

In the event that the aggrieved person is not satisfied with the decision of the Director of Public Works or his designated representative at Step Three, or in the event that no decision has been rendered by the Director of Public Works or his designated representative within seven (7) calendar after presentation of the grievance to him, the matter may be presented by the Association in its discretion to the Mayor and Township Committee by notice to the Township Clerk or Business Administrator. If the grievance is presented to the Mayor and Township in writing at lease seven (7) calendar days prior to a regularly scheduled Township Committee meeting, it shall be taken up at that meeting. A decision shall be rendered in writing within fourteen (14) calendar days thereafter

Step Five.

In the event that the grievance has not been satisfactorily resolved at Step Four, then arbitration may be brought only by the Association, through its designees within twenty (20) calendar

days from the day the Association receives the Step Four decision or within (20) calendar days from the date the decision should have been received by the Association if no such decision is received. Arbitration may be so brought by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Township. Arbitrators shall be selected under the selection procedures of the Public Employment Relations Commission. The arbitrators shall conduct a hearing and investigation to determine the facts, and shall render a decision in writing to the parties. The arbitration hearing shall be conducted in the manner and under the rules and regulations of the Public Employment Relations Commission regarding the conduct of hearings and subpoenas may be issued for the production of persons and documents, which subpoenas shall be honored by the Township and the Association. The arbitrators decision shall be final and binding upon all parties. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. other expenses incidental to and arising out of the arbitration shall be paid by the Association when they incur same. aggrieved employee and witnesses shall be granted time off with pay to attend any arbitration hearing.

Section F. A grievance affecting a group of employees may be submitted by the Association on behalf of said named group at Step Two of the grievance procedure.

ARTICLE IV

DISCIPLINE

Section A. Discipline of an employee shall be imposed only for just cause. The employee shall have the right, if requested

by him, to have a representative of the Association or an attorney present during any interrogation or hearing when disciplinary action is contemplated. The employee shall receive a copy of any written statement made by him to his superior regarding the complaint and shall, upon his request, be given a copy of any stenographic record or tape recording which may be made. Disciplinary action may be appealed through the grievance procedure commencing at Step Four.

Section B. No employee shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the employee.

Section C. No employee shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law as to motor vehicles or in the operation of Township owned equipment. Such test may be given if requested by the employee.

ARTICLE V

SALARIES

Effective January 1, 1978, the salaries of all employees covered by this agreement shall be increased by four (4%) percent of base pay as of January 1, 1978. Effective July 1, 1978, the salaries of all employees covered by this agreement shall be increased by an additional three (3%) percent of base pay as of July 1, 1978. Appropriate retroactive payments will be made to reflect the foregoing increases. Retroactive payments for overtime pay shall, as of January 1, 1978, be based upon the total salary increase payable as of July 1, 1978, so that overtime pay shall, as of January 1, 1978, be based upon a salary increase of seven (7%) of that date.

If an employer is absent on pay day and desires a co-worker to receive his pay check, the Township shall honor such request if written authorization is received from the absent employee designating the co-worker that is to receive the absent employee's pay check.

ARTICLE VI

RETENTION OF BENEFITS

Any and all existing employee benefits, such as coffee breaks and washup time presently enjoyed by employees at the effective date of this agreement or thereafter shall remain in effect at no less than the highest standards in effect at those times. The provisions of all municipal ordinances and resolutions pertaining to employees herein, except as specifically modified herein, shall remain in full force and effect during the term of this agreement.

ARTICLE VII

SALARY GRADES AND PERFORMANCE EVALUATION

Section A. The parties recognize the existence of three basic grades or steps for all employees in the unit, consisting of three different hourly rates. All employees shall be hired initially at the salary specified for Grade I, and shall be considered as probationary employees for three (3) months. If still employed at the end of three (3) months, they shall automatically move to and receive the salary for Grade II after completion of said three (3) months employment by the Township. Upon the completion of five (5) years employment by the Township, all employees shall automatically move to and receive the pay for Grade III, subject, however, to earlier promotion or movement to Grade III, as hereinafter set forth.

Section B. There shall be a performance evaluation system for employees covered by this contract, and the employees shall receive ratings semi-annually on December 1 and June 1. ratings shall be either satisfactory or unsatisfactory based on the Township rating. At the commencement of each rating period and periodically during the rating period, the employer shall hold a conference or conferences with the employees to discuss and determine a performance evaluation system, improvement goals and work standards. At the time when a rating is given, the employee shall be notified, in writing, of the rating and the basis for it, and shall be advised, in writing, of all required work standards and employee's performance in accordance therewith. If a rating is unsatisfactory, the employee shall be advised in writing of all unsatisfactory areas and of action recommended to receive a satisfactory rating. Any employee who recieves four consecutive satisfactory ratings shall automatically move to and receive the salary for Grade III.

ARTICLE VIII

DISCRIMINATION OR COERCION

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

ARTICLE IX

ASSOCIATION RIGHTS AND PRIVILEGES

Section A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay and shall receive time off with pay. An employee may have a representative of the Association or an attorney present during grievance proceedings and such representative shall be given reasonable time off with pay during working hours to discuss the grievance with the employee and the Township. The negotiating committee shall have not more than four (4) members, namely, one representative from each department selected by the Association.

Section B. The Association shall have the right to use a bulletin board at the garage to post Association materials.

ARTICLE X

SENIORITY

Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not accumulate such credit while he is on such leave.

Seniority shall be used for purposes of providing preferential treatment for the most senior employee in the selection of vacations in each department, permanent transfers, permanent reassignments, layoffs, and any other substantial employee advantages, provided, however, that employees, in the automotive and electrical department shall be laid off, if necessary, only in accordance with seniority in the department alone. Layoffs shall only be

made for purposes of economy. No employee shall be transferred or reassigned unless he is capable of performing the work in the place to which he is transferred and reassigned and undergoes a reasonable training period in such new work.

ARTICLE XI

LEAVES OF ABSENCE

Section A. Time off with pay shall be given from the day of death of a person in an employee's immediate family, until the day after the funeral, not to exceed three calendar days immediately following the relative's death. In a case involving unusual circumstances, the Director of Public Works may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren, mother-in-law and father-in-law.

Section B. 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.

Section C. Any employee with three or more years of service desiring leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Township in order for it to be effective, which leave shall not be unreasonably withheld. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township Committee.

An employee who fails to comply with this provision shall be subject

not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must has insufance make suitable arrangements for continuation of welfare and Pension payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a township designated physician before he is returned to the job. An employee shall not be allowed more than six (6) months leave without pay during the term of this agreement.

Absence on a working day caused by sickness or disability other than in the line of duty shall be paid for provided that the employee's Supervisor, Foreman or Public Works Clerk be advised where reasonably possible before 8:00 a.m. on the first day of sickness or disability and further that such sickness or disability in excess of three consecutive days is attested to by a certificate from a physician satisfactory to the Governing Body. Such sick leave shall be (15) fifteen working days per calendar year and as of January 1, 1978 unused sick leave shall accumulate and an employee shall be paid by the Township, based upon compensation at the date of retirement one half of the accumulated sick leave upon retirement under the Public Employees Retirement System but such payment shall not exceed \$12,000.00. Employee must notify the Township Treasurer before January 1st of the year of retirement and if employee fails to notify before January 1st, payment shall be made in the year following retirement.

ARTICLE XII

STAND-BY TIME

Employees shall not be required to "stand-by" after normal working hours for the purpose of being called back to work for emergencies or for other reasons.

ARTICLE XIII

HEALTH AND SAFETY

Section A. The Township shall furnish a place of employment which shall be reasonably safe and healthful for employees. The Township shall install, maintain and use such employee protective devices and safeguards, and the employees shall be responsible for the same, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required.

Section B. The Township shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder.

Section C. Employees shall not be required to work where conditions exist which violate the provisions of this paragraph or violate health or safety laws, rules or regulations. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the Township. Corrective action shall be taken at the earliest time possible.

Section D. There shall be fully equipped first aid kits in all vehicles of the Township used, by employees.

Section E. Except where an exceptional emergency exists, for the purpose of furthering the safety of the employee, at

least two men shall be assigned for the following purposes: at least two per vehicle for salting and plowing; when doing any while Danger Exists street work; other situations where two men have normally been used when called in for overtime work.

ARTICLE XIV

TREATMENT OF EMPLOYEES

Employees and the employer shall be courteous and employees shall not be subject to abusive language from the superiors. The foregoing shall also apply to employees.

ARTICLE XV

OVERTIME

Maintenance men shall be paid as follows:

(a) On the basis of a work week of forty hours from Monday to Friday, both inclusive, at the prevailing hourly rate of wages for the class of labor involved. Overtime shall be paid at the rate of time and one-half for work outside the regular hours of Monday through Friday 7:30 a.m. to 4:00 p.m. (30 minutes lunch time) or any other regular working hours designated by the Director of Public Works, provided the employee worked the day before and following the day in which the overtime occurred. Notwithstanding the foregoing overtime shall be as presently constituted provided, however, that the following shall be included in the forty hours calculated in the Monday to Friday work week for purposes of computing entitlement to overtime pay: all sick leave, (whether compensated for or not;) vacations; holidays; other excused leave. Uncompensated sick leave shall not be so included unless appropriate proof of sickness is provided by the employee if requested by the employer. All weekend and holiday work shall be compensated for at overtime rates in addition to compensation which would otherwise be received.

All overtime will be paid on payday for the pay period within which it is earned.

If an employee in an emergency is recalled to duty, the employee shall be compensated at the rate of time and onehalf for the time worked with a minimum of (4) four hours under the same conditions set forth in paragraph (a). as a continuation of a regular work day shall be compensated Whenever an employee is only for the time actually worked. called upon to work eight (8) hours overtime in addition to his regular daily employment within a 24 hour period, he shall be entitled to receive a four (4) hour rest period at regular pay and shall be entitled to receive his rest period at the commencement of his next regular daily shift unless emergency conditions require his presence on said shift in which event such scheduling of the rest period shall be staggered. On nonwork days, if an employee works sixteen (16) hours in a 24 hour period, he shall be entitled to receive a four (4) hour rest For example, if an employee works period at regular pay rates. sixteen (16) hours on a Saturday and his hourly rate is \$5.00 per hour, he shall receive time and a half pay for sixteen (16) hours (in addition to his regular weekly pay) and shall receive straight time pay for four (4) hours (in addition to his regu-If an employee is called in for work during lar weekly pay). overtime and the second "call in" is within four (4) hours of the end of the first "call in", then the employees will be paid for the intervening period at overtime rates. However,

the second "call in" need not be governed by seniority. Employees must be notified by noon Thursday, of any Saturday overtime work, and such work may only be cancelled by noon Friday by the employer for good cause. Work on Saturdays for leaf clearing or any other work shall be made available at overtime rates to employeds covered by this agreement before it is made available to others.

ARTICLE XVI

HOLIDAYS

Employees shall receive eleven (11) holidays as listed below:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

When circumstances require an employee to work on the above listed holidays, the employee shall be compensated at the rate of time and one-half for the time worked provided, however, that if an employee shall not have worked any regular work day preceding and subsequent to the holiday as a result of illness, he is not to be compensated at the rate of time and one-half unless a doctor's certificate attesting to said illness is presented by the employee to the employer if requested by the employer. If the holiday falls on Saturday, it shall be observed on Friday and if the holiday falls on Sun-

day, it shall be observed on Monday. If a holiday occurs during a leave for sickness, the employee shall receive credit for the holiday.

ARTICLE XV11

VACATIONS

All employees covered by this agreement shall be granted vacation as follows:

- a) Newly appointed employees shall receive one working days vacation for each month of continuous employment from the date of employment to the time of employee's vacation during the first calendar year of employment not to exceed ten (10) working days;
- b) Beginning with the second calendar year and through the fourth calendar year of continuous employment from the date of employment, employees shall receive eleven (11) working days vacation;
- c) Beginning with the fifth calendar year and through the tenth calendar year of continuous employment from texth date of employment, employees shall receive seventeen (17) working days vacation;
- d) Beginning with the eleventh calendar year and through the fourteenth calendar year of continuous employment from date of employment, employees shall receive eighteen (18) working days vacation;
- e) Beginning with the fifteenth calendar year and through the eighteenth calendar year of continuous employment from date of employment, employees shall receive nineteen (19) working days vacation; beginning with the nineteenth calendar year and thereafter 22 working days vacation.

- f) The term calendar year as used herein shall mean that, with the exception of newly appointed employees who shall receive vacation days as outlined in clause (a) above, each employee's vacation increment becomes effective on January 1 of the year in which his anniversary date falls;
- g) The scheduling of vacations is left to the discretion of the employer but shall not be unreasonably exercised and seniority shall be a governing factor for the initial two week period;
- h) With regard to any portion of vacation entitlement that exceeds two weeks, the Supervisor may exercise discretion as to whether such excess shall be given consecutively
 with the second week, but, in any event, shall act to give
 the excess portion of the employees period in full weeks, where
 possible.
- i) Vacation pay shall be made in advance of the vacation;
- only be actually taken by the employee in question subsequent to the anniversary date. An example of the meaning of the foregoing is as follows: If an employee commenced employment. on April 1, then beginning with his fifth calendar year of employment he shall be entitled to sixteen working days of vacation provided, however, that the foregoing sixteen working days must be taken subsequent to April 1.

The ARTICLE XVIII

CLOTHING ALLOWANCE

The Township shall supply annually at the appropriate time or season, the following work clothes for all employees, which work clothes shall be of good quality for the purpose for which they are intended: three pairs of winter pants and two pairs of summer pants; five long sleeved shirts and five short sleeved shirts; up to five pairs of work gloves, at the discretion of the Foreman; five T-shirts; one pair of work boots of good quality, ankle length, unless the personal physician of the employee recommends low cut work boots, in which case one pair of low cut work boots shall be supplied; one summer coat replaced every second year.

A winter coat shall be replaced no less than every three years or earlier, if needed. Employees must wear clothing supplied by the Township and maintain same properly.

Employees shall have the option to wear short pants provided that the same does not interfere with their safety in the opinion of the Supervisor.

ARTICLE XIX

EQUIPMENT

Employees shall have adequate equipment to perform their duties. Safety glasses, including prescription glasses, shall be paid for and supplied by the Township and will be replaced when broken.

ARTICLE XX

TEMPORARY HELP

Any temporary help employees who are hired for the pur-

pose of meeting special work demands, such as leaf collection in autumn, shall consist of employees who are capable of performing the work in question and whose presence does not represent a danger or hindrance to the employees covered by this contract.

ARTICLE XXI

PAY DIFFERENTIAL

There shall be two (2) employees employed as regular tree climbers who shall receive tree climber's pay and perform the work of tree climbers. Tree climber's pay is \$.20 per hour extra regardless of the hours spent climbing trees and is payable on regular paydays. In the event of an emergency, if any additional personnel are called on to perform tree climbing, they shall receive the same \$.20 extra for the hours worked. (Present tree climbers shall not be changed, except at their request.)

ARTICLE XXII

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization from each employee, the Township shall deduct Association dues from salaries of employees and shall remit the monies collected to the Treasurer of the Association once each month. The Association agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments,

upon giving written notice to that effect. Such notice shall be given to the Association and the Township Treasurer and shall be subject to applicable New Jersey statutes. The Township Treasurer shall thereafter, subject to applicable New Jersey statutes regarding waiting periods, cease withholding any monies whatever under such checkoff authorization.

ARTICLE XXIII

RELIEF DURING HOT WEATHER

All the state of t

Except in emergencies, when the temperature humidity index is above , the employees shall return to the yard to perform any work required and in the shade.

ARTICLE XXIV

LUNCH ROOM AND SLEEPING ROOM

An adequate sleeping area and lunch room with sleeping and lunch facilities and related facilities shall be provided by the employer and adequately maintained for the employees in the unit in the new public works building presently under construction.

ARTICLE XXV

HOURS OF WORK

Hours of work shall be as presently constituted. The lunch period shall be from 12:00 p.m. to 12:30 p.m. and wash up time shall be from 11:45 a.m. to 12:00 p.m. Employees shall punch out for lunch no earlier than 11:50 a.m. and punch in after lunch commencing at 12:30 p.m. and not later than 12:35 p.m. Wash up time shall also be from 3:45 p.m. to 4:00

ARTICLE XXVI

PERSONAL DAY

Each employee shall receive one (1) personal day for each calendar year to be used by the employee in whole in the purpose of attending to any personal affairs of the employee.

ARTICLE XXVII

LEAD MAN PAY

man shall continue to perform these duties and shall, retroactive to January 1, 1978, receive \$.25 per hour. "Lead man" is recognized as a specific title for employees in the unit and a lead man, accordingly, receives the higher rate of pay for all hours regardless of whether specific duties of lead man are being performed. One employee who has currently been paid the higher rate of pay will continue to serve as lead man. Another employee who the Association claims has been serving as lead man since at least January 1, 1978, will receive the higher rate of pay if he has been performing the duties in question.

ARTICLE XXVIII

OPTIONAL PAYMENT FOR ADDITIONAL

PERSONAL DAY AND VACATION TIME IN 1978

This agreement provides for additional vacation time off and for an additional personal day for each employee in the unit.

Employees may elect to receive this additional time or to

received a cash payment for the additional time. This election shall be made by notification to the employer on or before December 1, 1978. The additional time may be used in 1978 or in 1979. A cash payment shall be based upon prevailing wage rates at the time the election is made.

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

ATTEST:

OMOTHIE

TOWNSHIP OF MAPLEWOOD

BY:_/

ATTEST:

MAPLEWOOD HOURLY WORKERS BENEVOLENT ASSOCIATION

BY:

Gary Lenci