

*Longm...*

A G R E E M E N T

BETWEEN

TOWNSHIP OF WEEHAWKEN, *Township of*

AND

AFSCME COUNCIL NO. 52

LOCAL 3166

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X JANUARY 1, 1984 through DECEMBER 31, 1986

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PREAMBLE

This Agreement entered into by the Township of Weehawken, New Jersey, Local 3166, Council 52, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as 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, hours 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 purpose 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.

The agreement specifically excludes the following titles:

- ✓ (1) Court Clerk - ~~OFFICER~~ *PAUL IDINO*
- ✓ (2) Welfare Director
- ✓ (3) Tax Assessor *STANLAN*
- ?? ✓ (4) Recreation Director
- ✓ (5) Confidential Aide to Manager *MJ.*
- Ⓞ (6) ~~Building Inspector~~ *C/O*
- ✓ (7) Township Clerk *VILKICH*
- ✓ (8) Secretary to Mayor *DONNA*
- ✓ (9) Library Director
- ✓ (10) Labor Foreman *DENNIS*
- ✓ (11) Township Administrator *JMO*  
*MANAGER*

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 the following 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 layoff 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 within 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 unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent 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 representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes 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 of 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 Ave., Jersey City, New Jersey 07304 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.

B. 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 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 and signed by the President of the Union, advising of such changed deduction.

C. 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 in 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.

Step Four: Arbitration

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

(b) In the event that the employee elects to pursue Civil Service Procedures, he may not chose to use arbitration.

(c) 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 (P.E.R.C.) the Union will send notice to the employer of its application for arbitration.

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

(e) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(f) The decision of the arbitrator shall be binding upon the employer and the Union employee.

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

(h) 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.

(i) The expenses of the Arbitrator's bill shall be shared equally by the parties.

E. Miscellaneous

(a) Grievance Committee members may investigate and process grievances during working hours.

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

(c) 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.

(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 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 be determined by Schedule A,B, C Salary Guides.

B. School Crossing Guards shall receive the following pay:

✓ 1984 - \$21.50 per day

✓ 1985 - \$23.00 per day

✓ 1986 - \$24.50 per day

C. Effective January 1, 1984 each employee in the Department of Public Works shall receive a (\$100 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.

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. Only the following individual shall receive an additional stipend: Ruth Forrest - \$500

It is agreed that any employee hired to replace the above named individual shall not receive any additional supplement.

ARTICLE VI

LONGEVITY

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

- 
1. Less than five (5) years of continuous service \$
  2. From five (5) years to less than eleven (11) years of continuous service \$200.00
  3. From eleven (11) years to less than sixteen (16) years of continuous service \$600.00
  4. From sixteen (16) years to less than twenty-one (21) years of continuous service \$800.00

B. All employees hired prior to January 1, 1979 shall have as their effective date of use for longevity purposes January 1, 1979. Effective January 1, 1986, this paragraph will be discontinued.

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 no 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. The following vacation is applicable to all employees in the Unit including crossing guards:

1. One (1) day per month from the date of hiring to the following January 1st.
2. Completion of one (1) year through the completion of four (4) years .....14 days
3. From five (5) years through the completion of nine (9) years.....17 days
4. From ten (10) years through the completion of fourteen (14) years.....20 days
5. From fifteen (15) years to end of nineteen (19) years.....23 days
6. From the completion of twenty (20) years.....25 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 DPW 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 of the Department Head. When permission is sought to use an individual day, the one (1) month notice required by the 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 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 occur.

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 for cause prior to taking his vacation, shall be compensated in cash for the unused vacation he has 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. 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. The work week shall consist of five (5) consecutive seven (7) hour workdays, Monday to Friday inclusive. The standard work week for employees shall be ~~thirty-five~~ (35) hours per week including lunch hour. The work week for Public Work Department employees shall be forty (40) hours per week. 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 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.

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 disease.

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

1. 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 under the following condition:

1. When an employee does not report to the Township physician.

G. The recommendation of the Township medical physician as well as those 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 (1/2) 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

ARTICLE XI

FUNERAL LEAVE

A. In the event of death in the 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 said leave exceed three (3) working days.

B. The "immediate family" shall include only husband, wife, child, mother, father, grandparents, grandchildren, son, daughter, 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 granted by the Department Head or his designated representative shall be charged, at the option of the employee, as a vacation day.

F. Effective September 1, 1984, each school crossing guard shall be entitled to one (1) non-cumulative bereavement day for immediate family as defined in paragraph B.

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 ~~disciplinary action~~.

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. Effective January 1, 1986, employees shall be compensated in cash Thirty-five (\$35.00) dollars per day for each accumulated unused sick leave days up to a cap of \$3,500 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. Effective January 1, 1985, each crossing guard shall be entitled to one (1) non-cumulative sick day subject to paragraphs A-M.



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 one (\$1.00) dollar co-pay that is now in effect for all employees covered under this Agreement.

D. The Township has the right to change insurance carriers or institute self-insurance program so long as the same or substantially similar benefits are provided.

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ARTICLE XIII

HOLIDAY CALENDAR

A. The following shall be recognized as paid holidays:

- |                          |                                |
|--------------------------|--------------------------------|
| 1. New Year's Day        | 9. General Election (November) |
| 2. Lincoln's Birthday    | 10. Thanksgiving Day           |
| 3. Washington's Birthday | 11. Day after Thanksgiving Day |
| 4. Good Friday           | 12. Christmas Day              |
| 5. Memorial Day          | 13. Veteran's Day              |
| 6. Independence Day      |                                |
| 7. Labor Day             |                                |
| 8. Columbus Day          |                                |

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 1/2) 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.

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. The employee agrees to turn over the jury duty check to the Township.

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time service on the duty.

B. 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 an 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 as defined in this Agreement shall be used for purposes of providing preferential treatment for the most senior employee and the selection of vacations.

Seniority shall be one criteria considered in making layoffs and recalls. Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire.

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.

ARTICLE XVII

WORK FORCE CHANGES

A. Promotions and Filling of 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 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 in writing, and it shall be submitted 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 Civil Service.

B. Layoff

1. In the event the employer plans to layoff employees for any reason, the employer shall follow Civil Service 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 of 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

A. 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:

Oral Reprimand  
Written Reprimand  
Suspension (notice to be given ;in writing)  
Discharge

1. Disciplinary action may be imposed upon an employee only for just cause.

2. 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.

3. 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.

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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 of 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

1. 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 Civil Service shall receive the same rate of pay as probationary employees within the same classification.

F. Part-Time Employees

1. Part-time employees employed on a regular basis (more than twenty-one (21) 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

1. The employer agrees to provide a 3' x 4' 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

1. The employer agrees to permit representative 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 unduly interfere with the performance of duties assigned to the employees.

I. Aid to Other Unions

1. 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

1. 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 employe has a good reason to believe that a piece of equipment is unsafe to operate, said employe 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 employe is not satisfied with that determination, the employe may immediately appeal to the department head or his designee, who shall personally inspect the equipment.

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

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ARTICLE XXII  
WORK IN HIGHER CLASSIFICATION

Effective January 1, 1985, 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 an employee works in a higher position for sixty (60) days or more consecutive calendar days, he shall receive salary ~~retroactive to the~~ first day for higher position.



ARTICLE XXI

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 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.

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 of the Township.

ARTICLE XXIII

RECALL

A. Effective January 1, 1985, 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

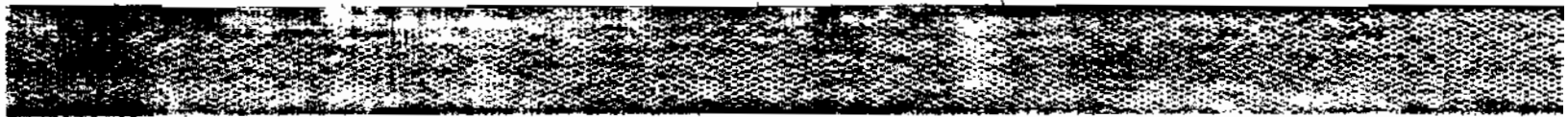
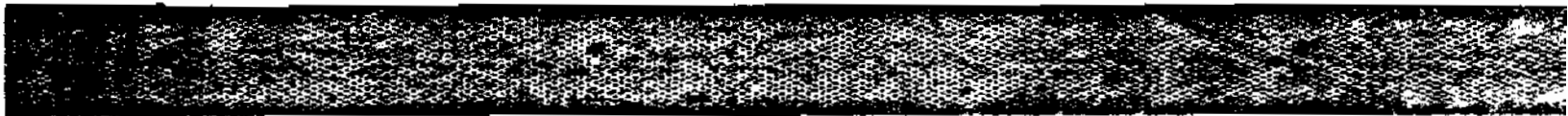
SEPARABILITY AND SAVINGS

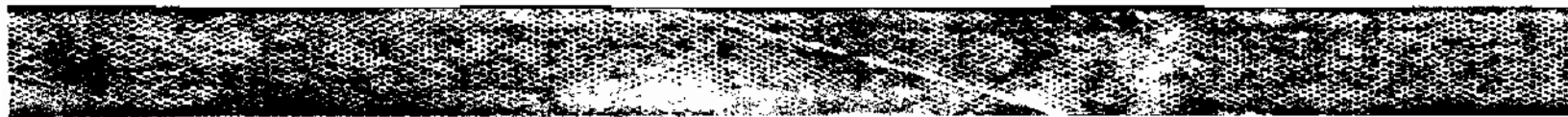
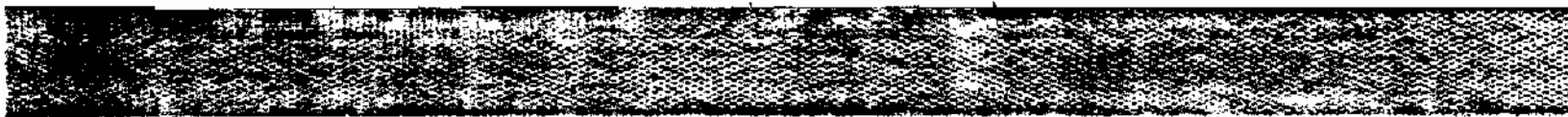
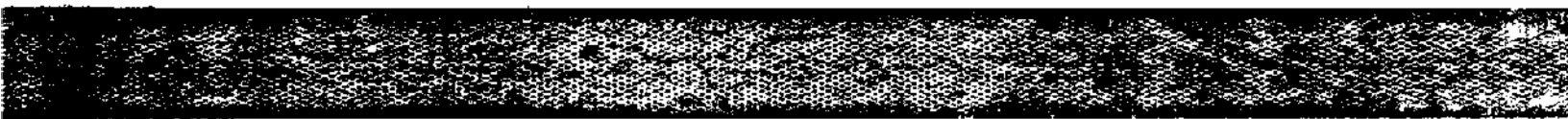
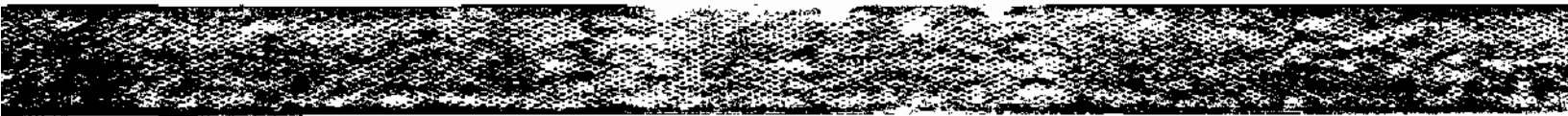
A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications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









1984 SALARY GUIDE  
SCHEDULE A

STEP	CLERK/	MECH.	SENIOR	VIOLATIONS	CLERK/	BOOK-	PURCHASING	HEAVY	LIGHT	CUSTODIAN	COORD-	LABORER	HEALTH	JUV.
CLERK	TYPIST		CLERK/	CLERK	STENO/	KEEPER	AGENT	LABOR	LABOR		BUS		BLDG.	OFF.
		hour	TYPIST		PAYROLL			DRIVER	& SWEEP				INSP.	
9,630	9,950	9.65/	10,485	10,270	10,915	13,270	14,550	11,340	9,630	9,095	11,770	10,165	11,130	13,800
9,950	10,270	10.15/	10,805	10,595	11,235	13,270	14,550	11,665	9,950	9,415	12,090	10,485	11,450	14,125
10,270	10,595	10.70/	11,130	10,915	11,555	13,590	14,875	11,985	10,270	9,735	12,410	10,805	11,770	14,445
10,595	10,915	11.25/	11,450	11,235	11,875	13,910	15,195	12,305	10,595	10,060	12,735	11,130	12,090	14,765
10,915	11,235	11.75/	11,770	11,555	12,200	14,230	15,515	12,625	10,915	10,380	13,055	11,450	12,410	15,085
11,235	11,555	12.30/	12,090	11,875	12,520	14,550	15,835	12,945	11,235	10,700	13,375	11,770	12,735	15,410
11,555	11,875	12.85/	12,410	12,200	12,840	14,875	16,155	13,270	11,555	11,020	13,695	12,090	13,055	15,730
11,875	12,700	13.40/	12,735	12,520	13,160	15,195	16,480	13,590	11,875	11,340	14,015	12,410	13,375	16,050

1985 SALARY GUIDE  
SCHEDULE B

STEP	CLERK/	MECH.	SENIOR	VIOLATIONS	CLERK/	BOOK-	PURCHASING	HEAVY	LIGHT	CUSTODIAN	COORD-	LABORER	HEALTH	JUV.
CLERK	TYPIST		CLERK/	CLERK	STENO/	KEEPER	AGENT	LABOR	LABOR		BUS		BLDG.	OFF.
			TYPIST		PAYROLL			DRIVER	& SWEEP				INSP.	
10,305	10,650	10.30/ hour	11,220	10,990	11,680	13,855	15,225	12,135	10,305	9,730	12,595	10,875	11,905	14,770
10,650	10,990	10.90/ hour	11,565	11,335	12,020	14,195	15,570	12,480	10,650	10,075	12,940	11,220	12,250	15,115
10,990	11,235	11.45/ hour	11,905	11,680	12,365	14,540	15,915	12,825	10,990	10,470	13,280	11,565	12,595	15,455
11,335	11,680	12.00/ hour	12,250	12,020	12,710	14,885	16,260	13,165	11,335	10,760	13,625	11,905	12,940	15,800
11,680	12,020	12.60/ hour	12,595	12,365	13,050	15,225	16,600	13,510	11,680	11,105	13,970	12,250	13,280	16,145
12,020	12,365	13.15/ hour	12,940	12,710	13,395	15,570	16,945	13,855	12,020	11,450	14,310	12,595	13,625	16,485
12,365	12,710	13.75/ hour	13,280	13,050	13,740	15,915	17,290	14,195	12,365	11,790	14,655	12,940	13,970	16,830
12,710	13,050	14.30/ hour	13,625	13,395	14,080	16,260	17,630	14,540	12,710	12,135	15,000	13,280	14,310	17,175

1986 SALARY GUIDE  
SCHEDULE C

STEP	CLERK/	MECH.	SENIOR	VIOLATIONS	CLERK/	BOOK-	PURCHASING	HEAVY	LIGHT	CUSTODIAN	GR.	TR.	HEALTH	JUV.
CLERK	TYPIST	hour	CLERK/	CLERK	STENO/	KEEPER	AGENT	LABOR	LABOR		EXP.	CLASS.	BDG.	OFF.
			TYPIST		CLERK			DRIVER	& SWEEP				INSP.	
11,025	13,390	11.05/ hour	12,005	11,760	12,495	14,825	16,295	12,985	11,025	10,410	13,475	12,645	12,740	15,800
11,390	11,760	11.65/ hour	12,375	12,130	12,865	15,190	16,660	13,350	11,390	10,780	13,845	12,915	13,110	16,170
11,760	12,130	12.25/ hour	12,740	12,495	13,250	15,560	17,030	13,720	11,760	11,150	14,210	13,285	13,725	16,540
12,130	12,495	12.85/ hour	13,110	12,865	13,600	15,925	17,395	14,090	12,130	11,515	14,585	13,660	13,845	16,905
12,495	12,865	13.50/ hour	13,475	13,250	13,965	16,295	17,765	14,455	12,495	11,885	14,960	14,035	14,210	17,275
12,865	13,230	14.10/ hour	13,845	13,600	14,335	<del>16,600</del> 16,660	18,130	14,825	12,865	12,250	15,335	14,410	14,580	17,640
13,230	13,600	14.70/ hour	14,210	13,965	14,700	17,030	18,500	15,190	13,230	12,620	15,710	14,785	14,945	18,010
13,600	13,965	15.30/ hour	14,580	14,335	15,070	17,395	18,865	15,560	13,600	12,985	16,090	15,165	15,315	18,375

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EMPLOYERS NOT ON GUIDE  
SCHEDULE D

NAME	1984	1985	1986
Vangelakos	12,85	13,75	14,70
R. Forrest	12,865	13,765	14,730
J. Been	13,825	14,795	15,830
P. McLaughlin	13,825	14,795	15,830
D. DeCesare	13,825	14,795	15,800
J. Taigle	14,250	15,250	16,320

1985 SALARY GUIDE  
SCHEDULE B

STEP CLERK	CLERK/ TYPIST	MECH.	SENIOR CLERK/ TYPIST	VIOLATIONS CLERK	CLERK/ STENO/ PAYROLL CLERK	BOOK- KEEPER	PURCHASING AGENT	HEAVY LABOR DRIVER	LIGHT LABOR & SWEEP	CUSTODIAN	COORD- BUS	LABORER	HEALTH BIDS. INSP.	JUV. OFF.
10,305	10,650	10.30/ hour	11,220	10,990	11,680	13,855	15,225	12,135	10,305	9,730	12,595	10,875	11,905	14,770
10,650	10,990	10.90/ hour	11,565	11,335	12,020	14,195	15,570	12,480	10,650	10,075	12,940	11,220	12,250	15,115
10,990	11,235	11.45/ hour	11,905	11,680	12,365	14,540	15,915	12,825	10,990	10,470	13,280	11,565	12,595	15,455
11,335	11,680	12.00/ hour	12,250	12,020	12,710	14,885	16,260	13,165	11,335	10,760	13,625	11,905	12,940	15,800
11,680	12,020	12.60/ hour	12,595	12,365	13,050	15,225	16,600	13,510	11,680	11,105	13,970	12,250	13,280	16,145
12,020	12,365	13.15/ hour	12,940	12,710	13,395	15,570	16,945	13,855	12,020	11,450	14,310	12,595	13,625	16,485
12,365	12,710	13.75/ hour	13,280	13,050	13,740	15,915	17,290	14,195	12,365	11,790	14,655	12,940	13,970	16,830
12,710	13,050	14.30/ hour	13,625	13,395	14,080	16,260	17,630	14,540	12,710	12,135	15,000	13,280	14,310	17,175