

A G R E E M E N T

Between:

TOWNSHIP OF SPARTA, Township of

and

PUBLIC WORKS - AFSCME - LOCAL #2294, AFL-CIO

JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

(Blue-collar Employees)

LIBRARY
Institute of Management and
Labor Relations

MAR 3 1982

RUTGERS UNIVERSITY

PREAMBLE

The Agreement dated *March 31, 1981* is entered into by and between the Township of Sparta, New Jersey referred to as the Employer and New Jersey Council 52 and its affiliated Local 2294, 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

In accordance with the certification of the New Jersey Public Employment Relations Commission dated the Township recognizes the Union as the exclusive collective bargaining agent for the employees in the classification of all Blue Collar employees of the Township of Sparta. Excluded: All supervisors as defined in the Act, police, professionals, managerial employees, office employees and CETA employees.

ARTICLE II

TERM

- A. This Agreement shall be effective from January 1, 1981 and shall remain in full force and effect until December 31, 1982.

- B. This contract and its provisions shall be extended to remain in full force and during any extended periods of negotiations that take place on a new Contract subsequent to this Contract's expiration date.
- C. By mutual Agreement, any provisions of this Contract may be reopened for purposes of negotiations.

ARTICLE III

MANAGEMENT RIGHTS

- 1. The Township, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested 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, and the following rights:
 - A. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees;
 - B. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
 - C. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the

furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement. and then only to the extent when such specific and expressed terms hereof are in conformance with the constitution and the laws of New Jersey and the United States.

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

ARTICLE IV

BILL OF RIGHTS

To insure that individual rights of employees are not violated, the following shall represent the Employees' Bill of Rights.

- An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Articles IV, V, and VI.
- No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.
- No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by all parties and each party receives a copy of the tape.

- An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITION

1. A grievance is any dispute between the parties arising out of or concerning the application and interpretation of this Agreement.
2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.
3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.
4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved may, upon notice, proceed to the next step.
5. Any of the time limits specified below may be extended by mutual agreement.

6. This grievance procedure shall in no way impair, diminish or preclude any rights to the parties as set forth in New Jersey Statutes, New Jersey Administrative Code, or any other law.
7. If, in the judgement of the Union, a grievance affects a group of employees, the Union may process and institute such a grievance procedure, provided it is initiated and signed by at least one employee.
8. Any Grievance Committee meetings with the Employer, shall be held during normal business hours, on the Employer's premises, and without loss of time.
9. The Grievance Committee members may have a reasonable amount of time to investigate and process grievances during working hours without loss of pay but not to exceed two (2) hours per five (5) working days.

Step 1. The Union Steward or other authorized representative with or without the employee, shall take up the grievance or dispute with the Department's Assistant Director. The Assistant Director shall then attempt to adjust the matter and shall give his answer to the Steward within one (1) working day.

Step 2. If the grievance has not been settled in Step 1, it shall be reduced to writing, presented and taken up by the Union Steward and/or other authorized representative along with the grievant, if he so desires, with the Supervisor or General Foreman within five (5) days of grievance occurrence. The Supervisor or General Foreman or his designee shall render an answer in writing, within five (5) work days after its presentation in Step 2.

Step 3. If the grievance is still unsettled, it shall, within three (3) work days from receipt of the answer in Step 2, be submitted to the Township Manager who shall schedule a meeting within seven (7) work days with the Union Grievance Committee and the grievant. The Township Manager or his designee shall forward his answer in writing to the Union President within five (5) work days.

Step 4. If the grievance is still unsettled, the Union may, within ten (10) days from the answer in Step 3, request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission or through the processes of the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The fees of the arbitrator shall be borne by the Employer and the Union equally.

ARTICLE VI

DISCHARGE AND DISCIPLINE

The Employer shall not discipline or discharge an employee without just cause. The Employer shall notify the Union immediately of any discharge or discipline of an employee.

Where such action involves loss of employee's wages, the Union and the Employer shall, at the request of the Union, meet within five (5) work days from such action to try to resolve the matter. If the matter remains unsettled, the Employer shall give written reasons to the Union and the individual for such

action and the grievance procedure may be invoked. Any grievance involving discharge or discipline may be initiated at the Fourth (4th) Step by the Union.

A grievance may be settled at any stage of the disciplinary grievance procedure, providing the Union shall be notified and offered the opportunity to be present at all meetings, hearings, disciplinary proceedings or discussions which involve the employees covered by this Agreement. The employee and the Union shall be provided with a written copy of any such settlement within two (2) work days.

Grievance Committee shall mean: The Union President or his designee, the Steward and the Grievant.

ARTICLE VII

UNION SECURITY

1. Bulletin Boards

The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the Local A.F.S.C.M.E. number and/or Council 52 and/or A.F.S.C.M.E. International letterhead.

2. Access to Premises

The Employer agrees to permit representatives of the International Union and Union Council 52, subject to prior approval of the Township Manager or his designee, to enter the premises of the Employer for individual discussion of working conditions with employees, and to

explain Council sponsored insurance programs, provided such representatives do not interfere with the performance of duties assigned to the employees. The Chapter Chairman or Shop Steward shall be permitted to enter the Township Public Works yard to conduct Union business only upon notification of the Township Manager or his assigned designee.

3. Aid to Other Unions

The Employer agrees there will be no aid, promotion or financing of any labor group or organization.

4. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer premises and without loss of pay, appropriate Union Representatives, who are employees, shall be allowed to:

- post Union notices;
- distribute Union literature;
- solicit Union members during other employee's non-working time;
- transmit communications authorized by the Local Union or its officers to the Employer or his representative;
- consult with the Employer, his representative, Local Union Officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Such right shall not exceed two (2) hours a week and shall not be abused.

5. Contract Negotiations

The Employer will give time off with no loss of pay to the three (3) members of the Local Union Negotiating

Team to participate in contract negotiations.

6. Such meetings shall be conducted during regular business hours.

ARTICLE VIII

DUES DEDUCTION

1. The Township agrees to deduct the annual dues of the Union in twenty-six (26) equal deductions from all employees who execute a written authorization pursuant with N.J.S. 52:14-15, 9e, Head of State Government, Department of Officers. Such notice shall be given to the head of the Township's payroll department.
2. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit on a form provided by the Union attached as Exhibit A to the Agreement. The list shall include new hires along with their home addresses, dates of hire, classification, status and whether they are terminated or on leave of absence and the amount of dues deducted.
3. The total of such deductions together with the list shall be remitted to the designated Financial Officer of Council 52, A.F.S.C.M.E., AFL-CIO, 1 Foye Place, Jersey City, New Jersey, 07306, monthly, by the 15th of the month following such deduction.
4. Agency Shop
If during the term of this Agreement the Agency Shop shall become legally permissible in the State of New Jersey, the parties shall commence negotiations within thirty (30) days of the effective date of such legislation,

over whether an Agency Shop provision shall be incorporated in the Agreement.

ARTICLE IX

NONDISCRIMINATION CLAUSE

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
2. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be deemed to include male and female employees.
3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and further agrees 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.
4. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE X
PERSONNEL FILES

Evaluations

- a. Evaluations shall be made at least once six (6) months by the Employer for all employees.
- b. Each employee shall be notified of his performance and shall have the opportunity to review such evaluation with his or her supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the appropriate supervisor. Duplicate copies of evaluations by supervisors will be given to the respective employee.
- c. Upon request in writing, an employee shall have access to his own personnel file during working hours.
- d. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
- e. The Employees reserve the right to grieve any material in the file, either in total or in part.

ARTICLE XI

SENIORITY

1. Definition

- a. Unit-wide seniority is defined as the length of time an employee has been continuously employed in any capacity in the Township of Sparta as so calculated by the effective date on Civil Service Certification.

- b. Divisional Seniority shall be defined as the length of time an employee has worked continuously in a specific division within the Department.
- c. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job title within the Department.

2. Application

- a. Unit-wide Seniority shall apply towards provisional promotions, temporary job openings whether promotional or lateral, and for the consolidation or elimination of jobs, and length of vacations.
- b. Unit-wide Seniority shall apply in the scheduling of vacations as herein defined.
- c. Unit-wide Seniority shall apply in layoffs and recalls.

3. Seniority Lists

A copy of the Seniority List shall be furnished by the Employer to the Local Union once a year. The seniority list shall show the names, job titles, and date of hire of all employees in the bargaining unit and shall be posted by the Union on all Bulletin Boards.

4. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. However, in the case of an employee returning to work after a discharge for just cause, past seniority shall be restored upon mutual agreement by the Employer and the Union.

5. Posting

A. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes of reassignment or promotion and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall be posted upon their occurrence.

(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) Notice of all vacancies shall be posted on and all bulletin boards for a period of not less than ten (10) calendar days and shall state the job classifications, rates of pay, the nature of the job requirements and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on layoff, shall make a written request through the Township Manager for such positions.

B. Such jobs shall be filled in the following manner:

(1) Should such a promotion or vacancy be of a permanent nature then the Employer shall fill such positions from amongst the appropriate Civil Service Eligibility List. Candidates whose names appear on an established promotional

list shall be offered such positions until the entire list is exhausted before any other considerations are made.

- (2) When making the selection from among the three (3) highest scores on the list, the Employer will make the selection in accordance with Civil Service Regulations.
 - (3) Should the Employer, upon the exhaustion of the established list and the absence of any other Civil Service List, decide to fill the job by provisional appointment then such openings shall be posted in accordance with the procedure set forth in Article X, Section 5A.
- C.
- (1) Provisional promotion and/or vacancies shall be filled from among those employees who apply and meet the requirements of the job, except that if there is more than one (1) employee qualified to do the job, then such position shall be filled by the employee with the greatest seniority.
 - (2) Any employee selected in accordance with the above procedure shall undergo a trial period of no less than thirty (30) days but no more than ninety (90) days. If such employee does not meet the requirements or responsibilities of the position during the trial period, he shall be restored to his former position with no loss of seniority.

D. Temporary Job Openings

When a job opening occurs as a result of an employee being on vacation, illness or an authorized leave of absence then the Employer shall fill such opening by promoting, assigning, or reassigning the employee with the greatest seniority qualified to do the work. Such temporary promotion shall be considered as training assignments to enable the employee to qualify for future permanent promotions. Such job openings shall be posted in accordance with Article XI, Section 5A.

An employee assigned to a higher classification by the Assistant Director of Public Works shall be compensated for the performance of duties and responsibilities associated with the higher classification must be for a time period that is a direct result of a higher classification having been vacated by an employee due to illness, vacation, leave of absence with or without pay, jury duty, military leave, or funeral leave.

The employee assigned to a higher classification shall be compensated by having his existing base pay increased ten percent (10%) or to be paid at the minimum rate of pay for the higher classification, whichever is greater.

An employee who is assigned to a higher classification wherein the salary range for the position is equal shall not be entitled to a pay differential adjustment.

In no case will an employee be compensated for having been assigned to assist another employee working in a higher classification.

The Assistant Director of Public Works will reduce to writing the assignment of a higher classification to any Public Works employee and send a copy of such to the Township Manager, stipulating the dates and amount of days of such assignment. This will serve as authorization for payment of wages at the higher rate.

E. In-Title

Employees applying for a transfer or reassignment within title shall be selected on the basis of seniority. Such job openings, shall be posted in accordance with Article XI, Section 5A.

F. Positions so filled in accordance with Article XI, Section 5A, shall be posted by the Employer on all bulletin boards within two (2) work days of the selection, listing the names of the employees appointed or selected and shall remain posted for a period of at least ten (10) work days.

6. Layoffs

- A. In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to date such action is to be taken.
- B. When such action takes place, it shall be accomplished by laying off any temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

- C. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are given to the employees.
- D. Employees to be laid off will be given notice in accordance with the Civil Service Regulations.
- E. 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 when he bumps. All layoffs must conform to Civil Service review and regulations.

7. Recall

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 a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in any case less than two years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. A copy of such notice shall be sent to the Union.

ARTICLE XII

TRANSFERS

1. Employees shall not be involuntarily transferred to other divisions or areas without prior discussion with the Union.
2. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), or the installation of new equipment, machinery, or the curtailment or replacement of existing facilities, or the development of new facilities, shall be permitted to exercise, prior to the hiring of a new employee, their unit-wide seniority rights to transfer to any vacant jobs in the service of the Employer. An employee thus exercising his rights shall be given any reasonable training needed to perform the job. Where no employee with the requisite seniority desires to transfer, the Employer agrees to train any other employee desiring such transfer to fill the vacancy.

ARTICLE XIII

HOURS OF WORK AND OVERTIME POLICY AGREEMENTS

1. Work Week
The regular work week shall consist of five (5) consecutive days. Monday through Friday.
2. Work Day
The work day shall consist of eight (8) work hours with one half ($\frac{1}{2}$) hour lunch.

3. Work Schedule

- A. Work schedules showing the employee's shift, work day, and hours shall be made available to the Union on request.
- B. Departmental work schedule changes shall only be made with prior discussion between the affected employee, the Union and the Employer, and shall be posted for one (1) week.
- C. An employee assigned to a position of higher pay shall be paid for all hours worked in the position of higher pay.

4. Rest Periods

- A. All employees shall be entitled to two (2) ten (10) minute rest periods for each full shift. An employee who works a half ($\frac{1}{2}$) shift shall be entitled to one (1) ten (10) minute rest period in each working day.
- B. Employees required to work beyond their regular quitting time shall receive an additional ten (10) minutes rest period for each half ($\frac{1}{2}$) shift.

5. Reporting Time

- A. Any employee who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. Under no circumstances shall an employee be sent home during his regularly scheduled shift for the purpose of recalling such employee to work another shift.
- B. If the employee works any part of five (5) hours and he is excused from duty, he shall be paid for the entire day.

6. Call Time

- A. An employee called for emergency duty in addition to or outside his regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one half ($1\frac{1}{2}$).
- B. When an employee is called for emergency duty, he shall be required to report for work within one (1) hour of the time of notification.
- C. On such days that any employee is called for emergency duty, and works four (4) or more continuous hours, he shall be granted a meal allowance of four dollars (\$4.00). The regularly scheduled lunch period will not be considered as an interruption of continuous hours worked.

7. Overtime

- A. Employees covered by this Agreement shall be paid at the rate of time and one half ($1\frac{1}{2}$) for all hours worked in excess of either their regularly scheduled work week, or their regularly scheduled work day, except as provided in B and C.
- B. An employee required to work on the seventh (7th) day of the employee's work week shall be paid double (2) time the employee's hourly rate of pay for all hours worked.
- C. An employee required to work on any legal holiday, for which he would ordinarily be off, shall be paid at the rate of two (2) times his hourly rate for

all hours worked in addition to his holiday pay.

D. Assignment of Overtime - The option to work overtime shall be given on a rotating basis in order of seniority amongst those employees able to perform the work. Overtime shall be voluntary. Should no employees volunteer, then the Employer shall assign overtime in inverse order of seniority to those employees able to perform the work within classification.

8. Standby Time

An employee who is required to be available for call and thereby placed on standby upon the Employer's request, shall receive two (2) hours at straight time rate and shall if called in, be paid time and one half (1½) for all hours worked, less the standby time of two (2) hours.

9. For the purpose of computing overtime, the following paid absences shall be considered as time worked:

Holidays	Personal Days
Bereavement Days	Vacation Days
Sick Days	Jury Duty

All overtime worked shall be paid for promptly, no later than in the next regular payroll check.

ARTICLE XIV

HOLIDAYS

1. The following days shall be recognized and observed as paid holidays:

New Year's Day

Election Day

Lincoln's Birthday

Labor Day

Washington's Birthday

Veterans Day

Memorial Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Fourth of July

Christmas Day

- A. If the paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.
- B. If an employee is regularly scheduled to work on any of the above holidays, he shall be entitled to double (2) time in addition to his regular holiday pay.
- C. In addition to the above holidays, employees will be granted three (3) personal leave days and a half ($\frac{1}{2}$) day leave for Christmas Eve and a half ($\frac{1}{2}$) day leave for New Year's Eve. Employees shall provide the Employer with twenty-four (24) hours notice prior to taking personal leave.

ARTICLE XV

VACATIONS

1. All employees in the bargaining unit shall be entitled to paid vacations in accordance with the following schedule:
- A. Up to one (1) year of service, 1 work day for each month or part thereof.

- B. One (1) through five (5) years of service, twelve (12) work days vacation during each year of service.
 - C. Six (6) through fifteen (15) year of service, fifteen (15) work days vacation during each year of service.
 - D. Fifteen (15) plus years of service, twenty (20) work days vacation during each year of service.
2. Earned vacation leave shall be taken annually, any time between January 1 and December 31 upon notification by an employee at least two (2) weeks prior to the start of said vacation.

The Employer agrees to requests for vacation leave in single days (schedules permitting) upon 48 hours notice to the Township Manager versus the current ten (10) day notification process.

- A. In the event of conflict over a vacation period, the choice of vacation shall be granted on the basis of seniority, except in the event of failure of an employee to give prior notification.
- B. If a holiday occurs during the calendar week in which an employee is on vacation, his vacation shall be extended by one (1) day, or he shall be given an additional day's pay or another day off.
- C. An employee who is laid off, retired or separated or terminated by the Employer for any reason shall be paid for unused vacation accumulated at the time of separation.

- D. Employees shall be granted vacation in blocks not to exceed two (2) weeks. Employees desiring to take vacation leave in single day or days, schedules permitting, shall, upon request to the Township Manager at least forty-eight (48) hours in advance, be permitted to take said vacation day or days. Vacation in excess of two (2) consecutive weeks may be granted under special circumstances if approved by the Township Manager.
- E. Employees who because of the pressure of work or special circumstances are unable to use their accrued vacation, may carry said vacation into the following year.
- F. All vacation days are to be in accordance with Civil Service Rules and Regulations.
- G. Employees shall receive full vacation pay in pay preceding said vacation if employee has given four (4) weeks written notice prior to said vacation.
- H. Civil Service Rules and Regulations shall govern when employees are unable to use their full accrued vacation because of the Employer's inability or refusal to grant such vacation.

ARTICLE XVI

SICK LEAVE

- 1. Employees shall be eligible for paid sick leave after ninety (90) days service with the Employer, retroactive to their date of hire.

2. Sick leave shall be earned at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of service, not to exceed fifteen (15) working days per year.
3. Accumulation - Sick Leave shall be accumulated in accordance with Civil Service Rules and Regulations.
4. Employees shall be entitled to utilize accumulated sick leave:
 - Where the exposure to contagious diseases endangers the health of other employees.
 - Where a member of the immediate family is critically ill or disabled but not to exceed thirty (30) days.
 - For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
5. Sick leave with pay which is in excess of a sick leave accumulated or which is advanced to an employee prior to accrual, may be granted with the approval of the Township Manager. If an employee has been paid more sick leave than he has earned or accrued at the time of separation or discharge, those days over and above his proper accrual may be deducted from his final paycheck.
6. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
 - a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitutes cause for disciplinary action.

- b. Absence without notice for five (5) consecutive days shall constitute a resignation.
7. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- a. An employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
8. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
9. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of

performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XVII

PAID LEAVES OF ABSENCE

1. Funeral Leave

In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, the employee shall be entitled to five (5) calendar days of leave with pay from day of death. For out-of-state leave, two (2) extra days with pay shall be allowed with the approval of the Director, which shall be unreasonably withheld. In case of death in the immediate family, reasonable proof shall be required.

2. Jury Duty

When an employee is required to serve jury duty, they shall be paid their regular rate of pay upon presentation of proper evidence of jury service and shall not be required to turn in jury pay to the Township.

3. Union Leave

Members of the Union who are elected to attend any State and/or International Union Convention shall be permitted the necessary time off without loss of time or pay. Such paid time off shall be granted to one (1) elected member for each fifty (50) employees within the bargaining unit.

4. Civil Service Examinations

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

5. Workmen's Compensation

- A. The Employer shall provide Workmen's Compensation under the laws of the State of New Jersey for all employees covered by this Agreement.
- B. Employees who are unable to perform their duties because of injuries received in the service of the Employer and who receive Workmen's Compensation benefits, shall receive a sum from their Employer equal to the difference between their net wages and their compensation benefits for a period not to exceed one (1) year. Such sum shall not be deducted from sick leave credit or accrued vacation leave.
- C. Employees who become physically incapacitated to any degree due to a job-related injury shall be afforded every opportunity to be assigned work which they are able to perform.

6. Military Leave

An employee who is a member of the Reserve Force of the United States or of this State and who is ordered to attend a training program or is called to duty, shall be granted a leave of absence with no loss of time or pay, not to exceed thirty (30) days.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

1. Military Leave

Military leave to be granted as provided by federal law.

2. Extended Sick Leave

Extended sick leave without pay may be granted to permanent employees for a period not to exceed one (1) year, such leave to be extended, upon request and with the approval of the Manager. That approval shall not be unreasonably withheld.

3. Other Leaves of Absence

Leaves of absence for a limited period not to exceed one (1) month may be granted to permanent employees for any reasonable purpose, and may be renewed or extended, by written request, up to twelve (12) months with the approval of the Manager.

ARTICLE XIX

HIRING

1. The Employer shall not utilize federal programs such as C.E.T.A. or E.E.A. to fill jobs or replace employees on the regular payroll, subject to Civil Service Laws and/or the Rules and Regulations of C.E.T.A. or E.E.A.

ARTICLE XX

GENERAL PROVISIONS

1. Protective Clothing, Safety Equipment and Tools

- A. The Employer shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his own tools.
- B. The Employer agrees to furnish the employees with uniforms, all weather coats, safety shoes, boots, gloves, hard hats, at the Employer's expense.

C. If any equipment, tools, etc., break during their normal use, the employee shall bear no responsibility for said breakage. If said breakage is due to gross negligence, it shall be handled through the grievance procedure.

2. Joint Safety Committee

The Employer and the Union agree to establish a Joint Safety Committee consisting of three (3) Employer and three (3) Union representatives. The Joint Safety Committee shall:

- A. Make immediate and detailed investigations of each accident.
- B. Develop data to indicate accident sources and injury rates.
- C. Make inspections to detect hazardous or unsafe work methods or conditions, and recommend changes or additions to protective equipment or devices for the elimination of such hazards.
- D. Promote safety for workers and participate in making the safety program known to all workers.
- E. Conduct meetings during working hours without loss of pay for this purpose.
- F. Where an adequate number of employees are not assigned to work crews, it shall be brought to the attention of the Joint Safety Committee, which may recommend corrective action.

G. No employee shall be required to perform work that endangers his or another employee's health or safety or work under conditions which are in violation of any Local, State or Federal Safety laws.

3. Insurance and Medical Program

A. The Employer shall continue to provide hospitalization, Medical and Major Medical Insurance

B. Dental Program - For employee and family.

The Township agrees to upgrading our existing Dental Plan from its current 50/50 usual, customary and reasonable fee concept to a higher level of coverage.

Our current coverage provides for the following:

Co-payment Basic Benefits: 50/50

Prosthodontic Benefits: 50/50

The maximum amount payable by N. J. Dental Society Plan for the above dental services provided an eligible patient in any calendar year is \$1,000.00.

Township Upgrading of the N. J. Dental Service Plan coverage as follows:

Co-payment Basic Benefits: 75/25

Prosthodontic Benefits: 50/50

Orthodontic Benefits: \$800.00 maximum per case which is separate from the \$1,000 maximum per eligible patient applicable to Basic and Prosthodontic Benefits.

- C. Drug Prescription Insurance Program - The Township agrees to upgrading the existing Prescription Plan provided through Beneficial Insurance with a \$2.00 deductible and no contraceptives to Connecticut General with a \$1.00 deductible and no contraceptives.
- D. Life Insurance Coverage.

ARTICLE XXI

LABOR-MANAGEMENT COMMITTEES

- 1. Labor-Management Committees
 - A. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangements.
 - B. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.
 - C. Approved time spent in such meetings shall neither be charged to leave credits nor considered as over-time worked. Management shall make every effort to schedule meetings during reasonable hours without

loss of pay.

- D. Labor-management committees shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as necessary. The Parties may issue joint meeting minutes and letters of understanding. Disagreements growing out of the implementation of memorandum or letters of understanding signed by the Manager may be subject to the grievance procedure.
- E. Staff representatives of Council 52 will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

2. Work Rules

- A. Proposed new rules or modifications of existing rules shall first be discussed with the Union representatives before they are established.
- B. Supervisors shall not work overtime where non-supervisory employees are available, except in the case of emergency, or the inability of the employee to work overtime or the Employer is unable to contact employees.
- C. An employee assigned to a higher classification by the Assistant Director of Public Works shall be

compensated for the performance of duties and responsibilities associated with the higher classification. The assignment of an employee to a higher classification must be for a time period that is a direct result of a higher classification having been vacated by an employee due to illness, vacations, leaves of absence with or without pay, jury duty, military leave, or funeral leave.

The employee assigned to a higher classification shall be compensated by having his existing base pay increased ten percent (10%) or to be paid at the minimum rate of pay for the higher classification, whichever is greater.

An employee who is assigned to a higher classification wherein the salary range for the position is equal shall not be entitled to a pay differential adjustment.

In no case will an employee be compensated for having been assigned to assist another employee working in a higher classification.

The Assistant Director of Public Works will reduce to writing the assignment of a higher classification to any Public Works employee and send a copy of such to the Township Manager, stipulating the dates and amount of days of such assignment. This will serve as authorization for payment of wages at the higher rate.

ARTICLE XXII

WAGES AND SALARIES

- A. All employees covered by this Agreement shall receive for 1981 and 1982 the pay scale as defined in Appendix A of this Contract.
- B. Heavy Maintenance Welding: An employee qualified to do heavy welding maintenance will be paid a ten percent (10%) differential in hourly rate of pay provided that the welding assignment exceeds four (4) hours duration within the regular eight (8) hour day. In the event the heavy welding assignment takes less than four (4) hours to complete, no hourly rate of pay differential will be paid.

Heavy Welding Maintenance assignments will be scheduled by the Assistant Director of Public Works. Only qualified employees will be assigned on a rotating schedule. A separate log book shall be maintained to record all such hours of work.

Any falsification of such records shall be cause for immediate termination.

ARTICLE XXIII

FULL WORK CREWS

Part-time employees employed on a regular basis, twenty (20) hours or more each week, but less than forty (40) hours each week, shall be entitled to receive all benefits provided to all full time employees covered by this Agreement, but on a prorated basis, with the exception of hospitalization, medical

and dental benefits and life insurance, which shall be fully paid.

A. Temporary Employees

Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment.

B. Any temporary 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.

C. Temporary employees who are employed for a period of ninety (90) calendar days, whether such service is broken or continuous, shall be considered as permanent employees.

D. Temporary employees shall receive the same rate of pay as probationary employees within the same classification.

E. Disabled Employees

The Employer shall make every effort to place employees who, through physical-sensitivity or otherwise, have become partially disabled on their present jobs, on work which they are able to perform.

F. Supervisory Employees

The Assistant Director and other supervisory employees shall not engage in work belonging or assigned to other employees on the bargaining unit, except in cases where an emergency exists and no qualified person is available.

G. Personal Damages

The Employer shall replace or reimburse employees, for any damages incurred to his personal property such as clothing and eye glasses, which was brought about as a result of an accident while he was carrying out the duties of his job.

ARTICLE XXIV

STRIKES AND LOCKOUTS

1. Lockouts

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

2. Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XXV

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court or competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; upon the issuance of such

decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVI

MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit has been abridged by this Agreement, where it has been otherwise mutually agreed between the Union and the Employer, and/or negotiated in future agreements between the Union and Employer.

ARTICLE XXVII

TERMINATION

This Agreement shall be effective as of January 1, 1981, through December 31, 1982 and shall be automatically renewed from year to year thereafter, unless either party should notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 31st day of March, 1981.

TOWNSHIP OF SPARTA

By: _____

Attest:

Stanley Hamey

COUNCIL 52, LOCAL 2294,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

BY: Lillian J. Jones
Lillian J. Jones

William R. Saunders
Manager

SPARTA TOWNSHIP
MAY 13 1981
CLERK

Attest:

Barbara B. Lisco

<u>LABORER</u> <u>Salary Range - \$ 8,897 to \$13,351</u>							
<u>Name</u>	<u>1980</u>	<u>Increase</u>	<u>Adjust.</u>	<u>1981</u>	<u>Increase</u>	<u>Adjust.</u>	<u>1982</u>
Crawn	13,351	875	-	14,226	1,078	-	15,304
Reiser	11,084	875	-	11,959	1,078	-	13,037
Imbimbo	10,479	875	-	11,354	1,078	-	12,432
Mills	9,360	875	-	10,235	1,078	-	11,313
<u>TRUCK DRIVER</u> <u>Salary Range - \$10,022 to \$14,456</u>							
Hamm	11,217	875	-	12,092	1,078	-	13,170
Haney	11,726	875	-	12,601	1,078	-	13,679
States	11,217	875	-	12,092	1,078	-	13,170
<u>EQUIPMENT OPERATORS</u> <u>Salary Range - \$11,522 to \$16,558</u>							
Crane	16,587	875	-	17,462	1,078	-	18,540
Kithcart	13,097	875	500	14,472	1,078	500	16,050
Syfor	13,733	875	-	14,608	1,078	364	16,050
Southard	13,097	875	500	14,472	1,078	500	16,050
Straway	12,434	875	500	13,809	1,078	500	15,387
<u>MECHANICS</u> <u>Salary Range - \$11,552 to \$16,558</u>							
Scott	14,360	875	-	15,235	1,078	137	16,450
Williams	14,497	875	-	15,372	1,078	-	16,450
<u>HEAVY EQUIPMENT OPERATOR (LANDFILL)</u> <u>Salary Range - \$13,803 to \$18,127</u>							
Straway, Sr.	18,127	875	-	19,002	1,078	-	20,080
<u>DRAINAGE FOREMAN</u> <u>Salary Range - \$14,200 to \$17,362</u>							
Marion	13,395	875	625	14,895	1,078	700	16,673
<u>MECHANIC FOREMAN</u> <u>Salary Range - \$14,200 to \$17,362</u>							
Norman	15,311	875	-	16,186	1,078	-	17,264
<u>ROAD SUPERVISOR</u> <u>Salary Range - \$15,450 to \$19,652</u>							
Goble	17,699	875	-	18,574	1,078	-	19,652

SENIORITY LIST

Date of Hire

Name

Title

01/01/47

05/01/50

06/27/60

12/01/61

07/07/69

08/11/69

06/08/70

10/25/70

06/21/71

12/07/72

01/20/72

10/29/73

04/21/73

04/16/73

08/20/73

05/15/75

01/18/79

10/01/79 (Twp)

(04/27/77-9/28/79 - CETA)

Virgil Goble

Joseph Crane

Ray Straway

Herbert Crown

Frank Syfor

Bill Norman

Keith Kithcart

Dan Marion

George Straway

Ken Southard

Stan Haney

Matt Reiser

Joe Scott

Harold Hamm

Paul States

Frank Williams

Calvin Mills

Tony Imbimbo

Road Supervisor
Equipment Operator
Heavy Equip. Operator
Laborer

Equip. Operator

Mechanic Foreman

Equip. Operator

Storm Drain Foreman

Equip. Operator

Equip. Operator

Truck Driver

Laborer

Mechanic

Truck Driver

Truck Driver

Mechanic

Laborer

Laborer

Equipment Operators

SENIORITY LIST

<u>Date of Hire</u>	<u>Name</u>	<u>Title</u>
01/01/47	Virgil Goble	Road Supervisor
05/01/50	Joseph Crane	Equipment Operator
06/27/60	Ray Straway	Heavy Equip. Operator
12/01/61	Herbert Crawn	Laborer
07/07/69	Frank Syfor	Equip. Operator
08/11/69	Bill Norman	Mechanic Foreman
06/08/70	Keith Kithcart	Equip. Operator
10/25/70	Dan Marion	Storm Drain Foreman
06/21/71	George Straway	Equip. Operator
12/07/72	Ken Southard	Equip. Operator
01/20/72	Stan Haney	Truck Driver
10/29/73	Matt Reiser	Laborer
04/21/73	Joe Scott	Mechanic
04/16/73	Harold Hamm	Truck Driver
08/20/73	Paul States	Truck Driver
05/15/75	Frank Williams	Mechanic
01/18/79	Calvin Mills	Laborer
10/01/79 (Twp)	Tony Imbimbo	Laborer
(04/27/77-9/28/79 - CETA)		

Laborers

H. Crawn
M. Reiser
C. Mills
T. Imbimbo

Equipment Operators

J. Crane
F. Syfor
K. Kithcart
G. Straway
K. Southard

Truck Drivers

S. Haney
H. Hamm
P. States

Mechanics

B. Norman - Foreman
J. Scott
F. Williams

Road Supervisor - V. Gobl
Storm Drain Foreman - D
Heavy Equip. Operator

ALL INFORMATION
HEREIN IS UNCLASSIFIED
DATE 11-11-80 BY SP-10/STW