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AGREEMENT BETWEEN

Washington Township
~~THE TOWNSHIP OF WASHINGTON~~

(Morris County)
AND

WASHINGTON TOWNSHIP ROAD DEPARTMENT ASSOCIATION

X January 1, 1985 to December 31, 1986

Morris and Hantman, Esqs.
Attorneys for Road Department
168 E. Main Street
Denville, New Jersey 07384
(201) 627-0892

By Allen Hantman, Esq.

This Agreement, entered into this *28th* day of February, 1985, by and between the Township of Washington, of the County of Morris and State of New Jersey, hereinafter called the "Township", and the Washington Township Road Department Association, hereinafter called the "Road Department," representing the complete and final understanding on all bargainable issues between the Township and the Road Department.

ARTICLE ONE (I.)

The term of this Agreement shall be for the period commencing January 1, 1985 and ending December 31, 1986.

ARTICLE TWO (II.)

RECOGNITION AND SCOPE

The Township hereby recognizes the Washington Township Road Department Association as the sole and exclusive negotiating unit for all members of the Washington Township Road Department, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights and working conditions of the Washington Township Road Department.

ARTICLE THREE (III.)

GRIEVANCE

The employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this Contract.

Any Public Employee taking a grievance under this contract shall, at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level.

Any representative chosen by the grievant from the ranks of the Washington Township Road Department shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the Public Employee and a superior from or concerning any matter which relates to or affects the Public Employee in his capacity as an employee shall be settled in the following manner:

1. The Public Employee having a grievance shall give notice of the grievance to the Road Department Supervisor within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Road Department Supervisor shall forward a copy of the grievance to the

Township Committeeman designated as Road Department Chairman and to the Township Administrator, together with the action taken by the Road Department Supervisor. It shall then be incumbent upon the said Committeeman to arrange a meeting at a reasonable time and place, at which time the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.

3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the American Arbitration Association.

a. The arbitrator's decision shall be set down in writing and shall set forth his finding of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

b. The cost for the services of the arbitrator, including per diem and expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.

c. All actions taken on grievances must be reduced to writing

and a copy supplied to the Public Employee.

d. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE FOUR (IV.)

SALARIES

Salaries of the Washington Township Road Department shall be as follows:

1985

Road General Foreman	\$ 25,248.14	
Senior Road Foreman	24,725.56	
Road foreman	24,354.56	
Senior Mechanic	23,751.42	
Senior Maintenance Co-Ordinator/ Senior Machine Operator II	11.02	per hour
Senior Maintenance Co-Ordinator/ Senior Machine Operator	10.81	
Maintenance Co-Ordinator/Machine Operator	10.60	
* Senior Truck Driver/Temporary Bldgs. & Grounds Employee	10.46	
DPW Mechanic	10.44	
Truck Driver	10.26	
Junior DPW Mechanic	8.70	
Laborer/Truck Driver	8.66	
Laborer	7.48	

1986

Road General Foreman	\$ 26,826.15
Senior Road Foreman	26,270.91
Road Foreman	25,876.72
Senior Mechanic	25,235.88

Senior Maintenance Co-Ordinator/ Senior Machine Operator II	11.71 per hr.
Senior Maintenance Co-Ordinator/ Senior Machine Operator	11.49
Maintenance Co-Ordinator/Machine Operator	11.26
* Senior Truck Driver/Temporary Bldgs. & Grounds Employee	11.11
DPW Mechanic	11.09
Truck Driver	10.90
Junior DPW Mechanic	9.24
Laborer/Truck Driver	9.20
Laborer	7.95

* Memo of agreement attached dated February 20, 1985 is hereby incorporated as part of this contract.

ARTICLE FIVE (V.)

OVERTIME AND SPECIAL DUTY

A. The work week and salary for the Washington Township Road Department shall be computed on a forty-hour week. Employees shall work eight (8) hours a day. The working hours shall be scheduled between 7:00 a.m. and 4:30 p.m. The Superintendent of Public Works may change the scheduled working hours once each quarter of the year, provided that a given schedule remains in effect for at least thirty (30) days.

B. The Township agrees to pay overtime at the rate of one and one-half times an employee's regular rate of pay for each hour in excess of forty (40) hours for any given work week or in excess of eight (8) hours in any working day.

C. The Township agrees to pay a minimum of two-hour unscheduled call out time when a Road Department employee is called out of his home for unscheduled duty.

D. In the event of an emergency which requires extended service of employees of the Washington Township Road Department, which service consists of twenty (20) hours of the twenty-four (24) hours prior to the commencement of the regular hours of work, said employee shall receive eight (8) hours recuperation time at the straight time hourly rate for his job title/classification.

ARTICLE SIX (VI.)

HOLIDAYS

Full time employees shall receive twelve (12) paid holidays per year. Said holidays shall be set forth in the Employees Benefit Ordinance and enacted by the Township Committee.

In the event the Township Committee increases the number of paid holidays for any other group of Township employees during the term of this Contract, the number of holidays for the Washington Township Road Department shall also be increased.

The Committee agrees, after enactment of the Ordinance, to post the list of holidays on the official bulletin board in the Road Department Garage.

Compensation for work performed on any of the paid holidays, except as set forth below, shall be paid at the rate equal to the holiday plus one and one-half (1-1/2) times the regular hourly rate of the employee, for all hours worked between 12:00 midnight and 11:59 p.m. on the date of the holiday.

Compensation for work performed on Thanksgiving Day, Christmas and New Year's Day shall be paid at the rate equal to the holiday plus two (2) times the regular hourly rate of the employee.

ARTICLE SEVEN (VII.)

SICK LEAVE

Sick leave shall be computed on a calendar year basis from January 1 through December 31.

Each employee shall receive 2-1/2 days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten (10) days per year.

Sick leave shall be non-cumulative; however, each full time employee shall receive additional sick leave in the amount of seven (7) days for each year of service up to a maximum of twenty-eight (28) days under the following circumstances:

Hospitalization or major illness, recuperation which required the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.

In addition to the sick leave granted for any single major illness or hospitalization which extends more than thirty (30) days, paid sick leave will be granted from the 31st day to the 182nd day. Proof of the eligibility for extended benefits will be required in the form of a doctor's certificate.

ARTICLE EIGHT (VIII.)

VACATIONS

The vacation leave shall be computed on the calendar year basis from January 1 through December 31. Full time employees shall receive the following vacation time:

In the first calendar year of service, after completing two months of service, the employee shall be entitled to one vacation day for each full month worked up to a maximum of ten vacation days per year.

For the second year through the fifth year of service - ten paid vacation days per year.

Vacation days earned shall be taken during the vacation year following the year in which they are earned and shall not be cumulative.

Starting the sixth calendar year of employment, the employee becomes eligible for fifteen days of vacation. Example: Employee hired September 1979 becomes eligible for fifteen days paid vacation starting January 1, 1985.

Starting the eleventh calendar year of employment, the employee shall be eligible for twenty days of vacation.

ARTICLE NINE (IX.)

LONGEVITY

The following longevity percentages shall be applied to the base salary for Road Department employees paid annually under this Agreement:

	<u>1985</u>	<u>1986</u>
7 - 10 years	2.75%	3.00%
11 - 14 years	3.50%	3.75%
15 years and over	4.50%	4.50%

Longevity shall be computed from appointment date of full time employment.

ARTICLE TEN (X.)

JOB POSTINGS

The Township agrees to post job openings at the Public Works garage to permit eligible members of the Public Works Department to apply for an opening.

For the purpose of this article, a job opening is defined as being: (1) a new position covered under the Public Works contract; or (2) an opening which occurs due to a change in the existing staff covered under the Public Works contract.

Upon written application to the Superintendent of the Department of Public Works, stating the employee's interest in and qualifications for the job opening, qualified employees shall be interviewed for the job opening. If an employee so applies for a job opening and does not receive the position, the Superintendent of Public Works will give the employee, in writing, the reasons why he/she did not receive the position. Each employee shall have the right to grieve this procedure to the Township Committee level in accordance with the grievance procedure.

ARTICLE ELEVEN (XI.)

ADDITIONAL BENEFITS

A. The Township shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J coverage.

B. The Township shall continue to contribute to the Public Employees Retirement System in the amount equal to the employee's contribution.

C. For each year of the Contract, the Township will purchase three (3) summer and three (3) winter uniforms per man, except as set forth below, which uniform shall not be worn in whole or in part off the job. Each employee shall have the right to select one (1) set of summer-weight coveralls in lieu of one (1) set of uniforms.

The Mechanic and Maintenance Co-Ordinator shall receive each year four (4) sets of uniforms and three (3) coveralls as their uniform allowance with the same exchange option set forth above.

Each employee will receive one (1) winter jacket during the term of the Agreement to be issued in the Fall of 1985. Requests for issuance of the winter jacket shall be made to the Road Supervisor. Each employee shall have the right to select one (1) set of winter-weight coveralls in lieu of the winter jacket.

Each employee will receive five (5) tee shirts in addition to the uniforms specified above.

D. Effective January 1, 1985, the Township shall reimburse each employee for two (2) pairs of work and safety shoes for each year of the

Contract. Maximum reimbursement for 1985 shall be \$50.00 per pair.

Maximum reimbursement for 1986 shall be \$52.50 per pair.

E. Each full time employee of the Road Department shall receive two (2) personal leave days with pay for the term of the Contract, with prior approval of the Road Department Supervisor or Administrator. *PER YEAR (old) 2.5*

F. Each full time employee of the Road Department shall be granted leave with pay, not exceeding three (3) days, in the event of death in his immediate family. The term "immediate family" for the purposes of this Contract shall include:

- a) The employee's grandparents, spouse, child, parent, brother or sister
- b) The grandparent, child, parent, brother or sister of his spouse
- c) A relative living under the same roof.

G. Each full time employee of the Washington Township Road Department shall be eligible to receive a meal allowance under the following criteria:

1. If the employee is required to work four (4) hours before commencement of his regular shift, he shall receive a meal allowance of \$3.00. If the employee is required to work four (4) hours after the conclusion of his regular shift, he shall receive a meal allowance of \$4.50.

2. The meal receipts shall be listed individually containing the name of the restaurant and/or diner.

3. The meal receipts shall be in duplicate, one copy to be directed to the person designated by the Township.

4. The current practice of punching in and out for meals shall continue and shall include those meals for which reimbursement is to be made.

H. Upon agreement on a Contract, the Township shall reproduce copies of the Contract for each employee in the Road Department at its sole cost and expense and shall provide a copy of the Contract to each new employee upon hire.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

James S. Lavette

ATTEST:

Henry Abbott

TOWNSHIP OF WASHINGTON

By *[Signature]*

WASHINGTON TOWNSHIP ROAD
DEPARTMENT ASSOCIATION

By *William D. Harry*