

2011-2013

EMPLOYEE/MANAGEMENT AGREEMENT

for the

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

between the

INTERNATIONAL TEAMSTERS LOCAL 11

and

THE BOROUGH OF METUCHEN

MIDDLESEX COUNTY, NEW JERSEY

**BOROUGH OF METUCHEN
2011 -2013 PUBLIC WORKS AGREEMENT
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THIS AGREEMENT made and entered into as of the __th day of April, 2011, between the BOROUGH OF METUCHEN, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER" and Local #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization, with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey, 07508 hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of the Department of Public Works employees, excluding Supervisory, Office, Seasonal, Part-time and Clerical employees, and

WHEREAS, the Borough of Metuchen by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Department of Public Works employees, excluding Supervisory, Office, Seasonal, Part-time and Clerical employees of the Borough of Metuchen,

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1

RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Department of Public Works, excluding Supervisory, Office, Seasonal, Part-time and Clerical employees of the Borough of Metuchen in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

B. The bargaining unit shall consist of all Department of Public Works employees, excluding Supervisory, Office, Seasonal, Part-time and Clerical employees of the Borough of Metuchen.

C. Wherever used herein the term "employees" shall mean and be construed only as referring to a Department of Public Works employee covered by this Agreement.

ARTICLE 2

UNION SECURITY

SECTION 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.

ARTICLE 3

CHECK-OFF OF UNION FEES

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9E. The Employer, after written authorization from each individual employee, agrees to deduct from salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1 (b). In making deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee

- A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative

B. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for their membership year. The representation fee to be paid by non-members will be no more than 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at no more than 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C.1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Employer; or

(b) 31 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee terminates his or her employment with the Employer before the Union has received the full amount of the fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. On or about the last day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 31-day period. The list will include names, job titles and dates of employment for all such employees.

The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

8. The Union hereby agrees that it will indemnify and hold the Borough harmless from any claims, actions or proceedings brought by any employee in the bargaining unit which arises from deductions made by the Borough in accordance with this article. The Union further agrees that it will reimburse the Borough for any reasonable legal fees incurred as a result of this agency shop provision of the collective bargaining agreement.

GRIEVANCE PROCEDURE

A. A grievance shall be a claim by an employee that as to him, he has been harmed by the interpretation or application of this Agreement.

B. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for the grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

D. Procedure.

Step 1. The grievance when it first arises shall be submitted to the Superintendent. The Superintendent shall have five (5) working days to conduct a conference with the grievant and the Shop Steward. A written decision shall be given to the Union within five (5) working days thereafter.

Step 2. If no satisfactory settlement is reached with the Superintendent, the Union shall then forward the written grievance to the Director of Public Works within five (5) working days after the decision is rendered by the Superintendent. Within five (5) days after receipt of the written grievance, the Director shall conduct a conference with shop Steward, the Superintendent and the employee. Other attendees may be present upon mutual consent of the Employer and the Union. A written decision shall be given to the Union within five (5) working days thereafter.

Step 3. If no satisfactory settlement is reached with the Director of Public Works, the Union shall forward the grievance to the Borough Administrator within five (5) working days thereafter; the grievance shall be discussed between the Borough Administrator, the Shop Steward, and the Business Representative. A greater number of persons may be allowed to participate in the discussion upon mutual agreement of the Borough Administrator and the Business Representative. A written decision shall be given to the Union within ten (10) working days thereafter.

Step 4. Should the Union be dissatisfied with the Borough's decision, the union has ten (10) working days in which to request submission to arbitration. The Arbitrator shall be chosen from a list provided by the Public Employment Relations Commission (PERC). However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Borough.

E. The Arbitrator's decision shall be in writing and shall set forth the findings of fact, reasons and conclusions on the issues submitted. The Arbitrator shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

F. The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provisions of this agreement.

G. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the Arbitrator, shall be shared equally by the employer and the Union.

H. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

I. At each step of the grievance procedure a transmittal sheet will be signed and dated by both the Union and the Employer to indicate the date and time of receipt and response.

ARTICLE 5

SENIORITY

A. The Employer shall establish and maintain a seniority list of employees' names and date of employment from the date of last hire, with the employee with the longest length of continuous and uninterrupted service in the Department of Public Works, to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

B. Other than seasonal and part time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the Seniority list. Such seniority list shall be kept up to date with additions and subtractions as required.

ARTICLE 6

PROBATIONARY PERIOD FOR NEWLY HIRED EMPLOYEES

A. All newly hired Laborers shall serve a probationary period of ninety (90) days with written evaluations at the end of sixty (60) days, with the evaluation being reviewed with the employee. A written evaluation at the 85th day of employment shall also be made. If the evaluation reflects a standard less than those expected of the probationary employee, the employee shall be so notified and terminated or returned to prior classification.

B. All newly hired employees above the Labor classification shall serve a 90 day probationary period with a written evaluation at 60 days of employment and at 85 days of employment. If the evaluation reflects a standard less than those expected of the probationary employee, the newly hired employee shall be so notified and terminated or returned to prior classification.

C. During the aforementioned probationary period, the Employer may discharge such newly hired employee for any reason whatsoever. A newly hired employee discharged during his probationary period shall not have recourse to the grievance procedure as set forth in the Agreement. The Employer shall have no responsibility for the re-employment of newly hired probationary employees if they are dismissed during the probationary period.

ARTICLE 7

JOB VACANCIES, NEW JOBS CREATED

A. If new jobs are created or if vacancies occur in a higher rated position, the Employer shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If any employee is dissatisfied with the determination of the Employer, he may institute a meeting with the Department Head for final determination within three (3) calendar days after the notification of the selection is made and such final determination shall not be subject to arbitration.

B. The Employer agrees to post a notice of such new job or vacancy on the bulletin board for the period of three (3) working days. Such notice shall contain a description of the job, the rate and when the job will be available. Employees interested, in order to be eligible, must sign the notice.

C. If a bidder is a successful applicant, he will be notified by a notice placed on the bulletin board within five (5) working days, after the expiration of the three (3) working days required in Paragraph B, this section.

D. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) calendar days. If it shall be determined by the Employer at any time after the first ten (10) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. The employee shall receive the rate for the job as of the day he begins his trial period. If removed from the position during or at the end of the trial period he shall receive the rate of the position to which he is assigned.

ARTICLE 8

FORCE REDUCTION

A. The Employer agrees that it will not engage any new employees unless all the regular full time employees are working the scheduled hours noted in this Agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer; however, no employee assigned to and performing the duties of a classification which is above that of Custodian shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely the last employee laid off shall be the first to be hired.

C. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification the displaced employee may bump into a classification first which carries the same rate of pay, secondly into a classification carrying a lesser rate of pay, and finally into a classification carrying a higher rate of pay, only if he is qualified to perform the duties and is of greater seniority, than the employee being bumped.

D. Notice of any impending lay-off shall be placed upon the bulletin board seventy-two (72) hours prior to the lay-off.

E. An employee's seniority shall cease under the following conditions:

a) Resignation or termination of employment for cause.

b) Failure to report for work following lay-off no later than the regular shift beginning on the first working day following the third calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in Employer's files.

c) Lay-off of more than twelve consecutive months.

ARTICLE 9

HOURS OF WORK AND OVERTIME

A. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each, except that the shift operations may be established for the pumping stations if the Employer considers it desirable. If such shift operation is established in the pumping station, the Employer agrees to negotiate with the Union concerning a shift differential. All other shifts shall normally begin at 7:00am and end at 3:30pm, or 6:00am and end at 2:30pm, as determined and established by the Director of Public Works with two (2) weeks notice to all affected employees.

B. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one half (1 1/2) times the regular rate of pay.

Any work performed on the 6th day of the employee's normal work week shall be compensated for at the rate of one and one half (1 1/2) times the regular hourly rate of pay and all work performed on the 7th day of the employee's normal work week shall be considered overtime and compensated for at two (2) times the regular rate of pay.

C. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

D. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

E. In the event an employee reports for his regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay. If an employee is scheduled for overtime and not told there is no work at least one half (1/2) hour prior to his starting time, employee will receive pay at the rate of two (2) hours overtime rate.

F. Overtime shall be distributed as equally as practical among employees in the necessary classification capable of performing the work available, except that a person shall not be removed from a job he/she has been performing on that day in order to provide such equitable distribution of overtime. Overtime at the end of the day shall be performed by the crew assigned to that task for the day. In the event an employee notifies the employer by 6:15am that he cannot work overtime on a given day, he will be exempt from any requirement for overtime subject to adequate staffing.

Non-job continuation overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. However, should all employees in the necessary classification capable of performing overtime on an overtime basis refuse the work available, the Company shall have the right to schedule such overtime amongst the employees in the necessary classification capable of performing the work on a basis of the reverse order of seniority. It is further agreed that Management will be responsible for maintaining the overtime hours.

Probationary employees, upon completion of probation, shall be placed at the top of the overtime list with equal hours to the highest paid person on the overtime list.

G. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to the following:

1. Three (3) hours minimum overtime pay at time-and-one-half, regardless of actual time worked, when an employee is called out to work overtime from 2:30pm to 11:00pm any day Monday through Friday.

2. Three (3) hours minimum overtime pay at time-and-one-half, regardless of the actual time worked, when called out between 11:00pm and 5:00am, Monday through Friday, and from 11:00pm Friday to 5:00am Monday.

3. If called out to work from 5:00am to 6:00am Monday through Friday, an employee will receive one and one -half (1 1/2) times pay for any time actually worked.

4. Holiday and Sundays will continue to be paid at two (2) times the regular rate as per this contract.

H. Except in the case of emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit, nor shall seasonal or part time employees be hired or retained if regular permanent employees are on temporary lay-off due to a reduction in force. No probationary employees or part-time employees will work until the regular employees are asked first.

I. Employees shall be granted not more than a fifteen (15) minute coffee break in the morning and not more than a fifteen (15) minute coffee break in the afternoon without the loss of pay.

J. When an employee is required to work in excess of ten (10) consecutive hours or more he shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above mentioned ten (10) consecutive hours.

K. In the event an employee is temporarily transferred to a higher classification and performs the duties of that classification for one full work week, as defined in paragraph A, this section, he shall receive the rate of pay for the higher classification for the period of time during which he is so transferred and so performs the duties of the higher rated classification.

L. In the event there is a need to fill a work assignment for route function jobs in either the driver or laborer classification the most junior man will be withdrawn from another classification to fill the assignment.

M. Work available at the beginning of any regular work shift within a job classification shall normally be assigned employees within that classification, unless there is a greater need for a temporary alternate assignment for which the employee is qualified and for which no less senior employee is qualified.

N. No work normally performed by members of the bargaining unit will be performed by the Director of Public Works or the Foreman except in an emergency or for the purpose of training. This does not preclude the foreman from performing work normally done by members of the bargaining unit, for short periods of time for the purposes of expediting or continuing the continuity of work flow or operations, e.g., when employees are called away for community service work (Volunteer Fireman, First Aid Squad, National Guard, etc.).

WAGES AND ECONOMIC BENEFITS

A. All employees in the bargaining unit are to be paid in accordance with the schedule identified as Appendix A and attached hereto.

B. If the Employer creates a new job classification, they agree to negotiate the wage rate for such new classification with the Union.

C. HOLIDAYS

1. The employer guarantees to all employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Election Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Columbus Day	Martin Luther King's Birthday

2. To be eligible for holiday pay, the employee must work the scheduled work day before and the scheduled work day after the holiday.

3. Employees who work on any of the listed holidays shall be paid for such work at three (3) times the employee's regular rate, which shall include the holiday pay.

4. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the work day preceding or the work day following such holiday at the discretion of the Employer.

5. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within his vacation period, he shall have the right, upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during his vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

6. If a paid holiday occurs on a Friday or Saturday, the Employer will not reschedule Friday garbage pick-up for Saturday.

ARTICLE 11

PERSONAL LEAVE DAYS

A. An employee shall be granted, subject to the approval of scheduling by the Director of Public Works, or his designee one (1) personal leave day per year with pay, for the transaction of personal business.

B. Personal leave days with pay shall not be granted the day before or the day following any paid holiday or vacation period.

VACATION

A. The Employer agrees to grant to all employees vacation in accordance with the following schedule:

a) Any new employee shall receive one-half (1/2) day per full month worked through the balance of calendar year in which he was hired.

b) One (1) to six (6) years of service - two (2) week paid vacation.

c) Seven (7) to eleven (11) years of service - three (3) weeks paid vacation

d) Twelve (12) to twenty (20) years of service - four weeks paid vacation.

e) Twenty-one (21) to 25 years of service - five weeks paid vacation.

f) Twenty-five (25) years of service or more, if completed prior to 12/31/90 - 5 weeks and 3 days paid vacation; if completed after 12/31/90 - 5 weeks and 2 days paid vacation

B. Years of service shall be considered the calendar year in which the employee completes one or more full years of services for a) through f) above.

C. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

D. The vacation schedule shall be drafted by the Employer on or before April 1st of each year and posted on the Bulletin Board. In preparing the vacation schedule, the Employer shall endeavor to assign vacations on the basis of seniority. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Employer with due regard to its efficient operation.

E. Vacations shall be taken during the regular vacation period between January 1st and December 31st inclusive.

LEAVES OF ABSENCE

A. Leave of Absence Without Pay

Upon making timely application, employees may request a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Leave of absence without pay may be granted by the Borough Administrator upon the recommendation of the Public Works Director for a period not exceeding ninety (90) days which may be renewed for a total not exceeding one year, to any regular permanent employee:

- 1. Who is temporarily or physically incapacitated to perform his duties.**
- 2. To attend an approved school or to engage in an approved course of study designed to increase his usefulness upon return to service provided such school or course receives prior approval of the Employer.**
- 3. In time of emergency or preparation for national defense whose special qualifications are required, in industry or other business devoted to the production of supplies for defense purposes but only when need for such services is certified by competent federal authority and approved by the Employer.**

LEAVE OF ABSENCE will not be granted to employees to enter non-military service, or as a matter of convenience or temporary advantage to such employee by reason of place or hours of work or increased compensation. Any employee requesting leave of absence without pay shall submit such request in writing to the Borough Administrator through the Public Works Director stating the reasons he desires such leave of absence, when he desires it to begin, and the probable date of return to duty. Leave of absence without pay shall become effective only after approval by the Borough Administrator. Any such employee leaving his post of duty before receiving written authorization of such leave by the Borough Administrator will be deemed to have abandoned his position and to have resigned from the employment of the Employer. The Borough Administrator reserves the right to grant leaves without pay for any other reason considered good and sufficient by the Borough Administrator and in keeping with the purpose of these regulations.

B. Family Leave Act

Employees covered by this agreement shall be entitled to unpaid leave pursuant to the provisions of the Borough of Metuchen Family and Medical Leave Policy. Requests for such leave must be made by the employees in writing to the Borough Administrator.

The employer may request acceptable certification from an appropriate licensed individual or agency which supports the employee's request.

The employee must first use any applicable earned sick leave, and may, thereafter, at the employee's election, use any other applicable earned paid time off, all of which time will be counted as Family and Medical Leave Act and New Jersey Family Leave Act leave. Once such applicable paid time off is exhausted, the remainder of the leave will be unpaid.

SICK LEAVE

A. All Public Works employees shall be entitled to the following paid sick days as sick leave:

A1. Employees hired prior to June 1, 1985 shall be entitled to eight (8) sick days per person per year and shall earn five (5) hospital days per year.

A2. Employees hired June 1, 1985 through December 31, 1987 shall be entitled to eight (8) sick days per person per year and shall earn three (3) hospital days per year.

A3. Employees hired on June 1, 1988 and thereafter, shall be entitled to sick days and shall earn hospital days according to the following schedule:

a. One (1) to ten (10) years of service:

Eight (8) sick days

One (1) hospital day

b. Eleven (11) or more years of service:

Eight (8) sick days

Two (2) hospital days

A4. A hospital day is like a paid sick day. However, an employee will only be eligible to use a hospital day if they have an injury or illness that has required at least one night's overnight stay in a hospital. Hospital days may be used for sick leave due to any time spent either in a hospital or recuperating from a hospital stay, even if that hospital stay included (or even is limited to) a Saturday, Sunday, or other non-scheduled work day.

A hospital day, when approved by management, may be used for medically necessary outpatient services performed by a licensed physician when time off from work is necessary for the procedure and recovery. A doctor's certificate must be provided to the employer prior to the scheduled appointment in order for approval for use of a hospital day. All lab work x-rays and other tests and procedures that do not require hospital or medical center outpatient treatment or recuperation time are excluded from use as a hospital day. If a medical outpatient procedure requires extended time for recuperation, additional hospital days may be granted based upon need established by a doctor's certificate. Management shall have the sole right to determine whether a procedure qualifies for use as a hospital day.

A5. Hospital days are not eligible for the accumulated sick leave buy out provided under Article 14, Section B.

A6. Sick days are to be used for sick time leave purposes only, and are not to be used as additional vacation, personal or holiday leave.

B. Any unused days of paid sick leave shall be accumulated by the employees until they retire at which time they will be paid as follows:

1. Employees retiring January 1, 1982, and thereafter, shall be paid at their regular rate of pay for fifty percent (50%) of the unused sick leave they have accumulated up to a maximum of six thousand dollars (\$6,000.00). Effective 1/1/94

2. Payment for unused sick days shall be in addition to any other compensation due the employee at time of retirement.

C. Employees agree to provide Borough with a doctor's certificate for each instance of subsequent illness in the calendar year in the event more than eight (8) sick days are used in each calendar year; however, if the sick leave benefit is being abused, the employer shall have the right to require a doctor's certificate for each day of absence.

Employee agrees to provide a doctor's certificate for each instance involving an illness of three (3) or more days.

D. Whenever an employee is disabled to such extent as determined by the Borough Council from time to time, either through injury or illness not as a result of or arising out of his employment as attested by the certificate of the Borough or attending physician, he may be granted at the sole discretion of the Borough Council in addition to his sick leave, if such accumulated sick leave has been exhausted by lengthy illness, leave of absence with pay based on the following schedule:

MAXIMUM NUMBER OF WEEKS

<u>LENGTH OF SERVICE</u>	<u>FULL SALARY</u>	<u>HALF SALARY</u>
Less than two (2) years	One (1) week	Five (5) weeks
Two (2) but less than five (5) years	Three (3) weeks	Three (3) weeks
Five (5) but less than ten (10) years	Three (3) weeks	Six (6) weeks
Ten (10) but less than fifteen (15) years	Three (3) weeks	Nine (9) weeks

MAXIMUM NUMBER OF WEEKS

<u>LENGTH OF SERVICE</u>	<u>FULL SALARY</u>	<u>HALF SALARY</u>
Fifteen (15) but less than twenty (20) years	Six (6) weeks	Six (6) weeks
Twenty (20) but less than twenty-five (25) years	Nine (9) weeks	Three (3) weeks
Twenty-five (25) years or more	Twelve (12) weeks	-None -

At the end of each year, the Borough will supply each employee with a list of his or her unused sick leave.

E. The Borough will provide for a direct payroll deduction for voluntary employee paid disability insurance. Said deduction will only be provided for a waiting period of sixty days or greater.

ARTICLE 15

BEREAVEMENT LEAVE

Employees shall be granted up to four (4) days off, not to extend beyond the day of the funeral, with pay at the employee's straight time rate when death occurs in the employee's immediate family, defined as: father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, or other relative living under the same roof.

Death of a Near Relative

Employees shall be granted one (1) day off, the day of the funeral, without loss of pay, for the funeral of any other relative.

ARTICLE 16

JURY DUTY

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost, exclusive of any overtime. If the employee is excused from jury duty at or before 11:00 am, the employee must report to his work assignment.

ARTICLE 17

WELFARE AND PENSION BENEFITS

A. The employer agrees to provide employees and their dependents with health insurance coverage which provides a comparable overall level of benefits as those being provided at the time of the effective date of this contract.

B. The Employer agrees to provide life insurance, and accidental death and dismemberment insurance for employees; and major medical benefits for employees and dependents in accordance with the following schedule of benefits, which shall be in effect for all Borough employees:

SCHEDULE OF BENEFITS

The amount of insurance for an insured employee shall be in accordance with the following schedule of benefits:

<u>Classification</u>	<u>Life Insurance</u>	<u>Accidental Death and Dismemberment Insurance Full Amount</u>
All employees	An amount equal to the employee's annual earnings, exclusive of bonus or overtime, adjusted to the next lowest multiple of \$500.00; if not a multiple of \$500.00, subject to a maximum of \$20,000.	An amount equal to the life insurance in force on the employee's life.

During each policy year, the beginning of which an employee is age 66 or over at nearest birthday, his amount of insurance shall be equal to the following percent of the above amount:

<u>Age Nearest Birthday</u>	<u>Percent</u>
66	90
67	80
68	70
69	60
70	50

Major Medical Benefits for Employees and Dependents

1. Base coverage under the health insurance plan shall include:

- a) **\$1,000,000.00 Lifetime**
- b) **80/20% co-insurance of first \$2,000.00 and 100% coverage thereafter.**
- c) **Average semi-private room and board allowance towards private.**
- d) **Deductibles:**
 - 1. **Single: \$100.00 deductible**
 - 2. **Family: \$200.00 deductible**
- e) **Hospital pre-admission certification and continuing stay review.**
- f) **Second surgical opinion required.**

In addition thereto, the Borough will provide the following Dental Program for all employees, based upon Usual, Customary and Reasonable Fee concept:

Co-payment: Basic	50/50
Prosthodontics	50/50
Accident	50/50

\$1,000.00 maximum per patient per calendar year.

\$25.00 deductible per patient per calendar year.

- g) **The parties will include a parity provision which will provide for optical and prescription plans in the event any other group, excluding the Police, receives such plan.**
- h) **All insurance coverage shall be subject to normal waiting periods not to exceed ninety (90) days.**

2 – Effective January 1, 2005, prescription drug coverage shall be offered as follows:

- A. Over the counter: Generic five (\$5.00) dollar co-pay each thirty (30) day prescription filled, all others fifteen (\$15.00) dollar co-pay each thirty (30) day prescription filled. Prescription card must be used for insurance coverage under prescription plan.**

- B. Mail order: Generic five (\$5.00) dollar co-pay each ninety (90) day prescription filled, all others fifteen (\$15.00) dollar co-pay each ninety (90) day prescription filled. Prescription card must be used for insurance coverage under prescription plan.**

SEPARATION AND SEVERANCE PAY

A. Separation from the service of the Borough may result from voluntary resignation of the employee, or by the termination of his services after review and approval by the Borough Administrator.

B. Employees who resign will tender their resignation in writing, if possible, at least two weeks prior to the effective date of resignation, in order to provide sufficient time for appointing and breaking in the successor.

C. Termination of a full time employee's service can only be accomplished after such recommendation in writing has been referred to, reviewed, and approved by the Borough Administrator.

D. All employees will, when leaving the service of the Borough, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's personal History File, as evidence of the satisfaction of all claims against the Borough.

E. Severance Pay. In the event of separation from employment through termination of service, except for cause, the following terms governing severance pay shall apply when related to length of service:

- a) One year to five years service - one day's pay for each year's service**
- b) Five years to ten years service - two day's pay for each year's service or portion thereof**
- c) Over ten years - twenty working days**

The terms of this section shall not apply to part-time or temporary employees.

The present policy and rate concerning severance pay shall continue with the express understanding that under no circumstances shall severance pay be granted to employees who are discharged for just cause.

LONGEVITY PAYMENTS

Each mid-December longevity payments shall be made in lump sum payments based upon the basic wage rate earnings for the year, less extended sick leave, leave of absence and overtime payments based upon the following formula:

<u>Years of Service</u>	<u>Percent for Employees Hired After June 1, 1985</u>	<u>Percent for Employees Hired Before June 1, 1985</u>
Four (4) years	0	3 1/2%
Six (6) years	0	4 %
Eight (8) years	4 1/2 %	4 1/2%
Ten (10) years	5 %	5 %
Twelve (12) years	5 1/2 %	5 1/2%
Fourteen (14) years	6 %	6 %
Sixteen (16) years	6 1/2 %	6 1/2%
Eighteen (18) years	7 %	7 %
Twenty (20) years	7 1/2 %	7 1/2%

VETERANS RIGHTS AND BENEFITS

A. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each service employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans shall be upon application theretofore made within ninety (90) days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act as amended.

C. The employer agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

D. The Employer agrees to permit an employee to report for a physical examination for military service and to suffer no loss in pay for any reasonable time involved.

ARTICLE 21

DISCHARGE

An employee shall not be discharged except for just and sufficient cause except that newly engaged employees on probation status, seasonal employees and part-time employees shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee at the time of such discharge which notification shall set forth the reason for the discharge.

ARTICLE 22

CLOTHING ALLOWANCE

A. The Employer shall provide each employee with the following at no cost to the employee:

1. The Borough shall provide one hundred fifty dollars (\$150.00) per year to each employee in the Bargaining Unit for the purchase of shoes with a salvage clause.

2. After six (6) pairs of gloves are issued; gloves shall be replaced on an as-needed basis. The Borough will be required to provide such gloves immediately upon receipt of old gloves.

3. Any other protective clothing or equipment which in the opinion of the Employer is necessary to perform the job.

B. The Employer shall provide for uniforms for each employee through a uniform allowance under the following schedule:

2008 - \$400.00

2009 - \$450.00

2010 - \$500.00

A list of items and prices shall be provided annually for individual selection by each employee.

1. Purchases exceeding the allowance shall be the responsibility of the employee.

2. All shirts and jackets shall have the following markings:

Above one pocket - Boro of Metuchen

Above other pocket - Employee's name

3. Two pair of coveralls shall be provided by the Employer for each pump operator and mechanic. Replacements shall be provided on an "as needed basis".

4. Any rain gear purchased must be solid in color, yellow or orange, with no writing or letters on it. Rain gear is not required to be purchased by the employee.

5. The uniform allowance shall be limited to the purchase of clothing to be used in the performance of work for the Borough of Metuchen.

6. Each employee shall wear the established uniform including safety shoes or be subject to disciplinary action.

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7. Employees leaving the employ of the Employer with less than two years of service shall return uniforms equal to those received at the time of employment.

C. The employer shall provide for a uniform maintenance under the following schedule:

1st year - \$175.00
2nd year - \$200.00
3rd year - \$200.00

Such allowance shall be paid thirty (30) days following the adoption of the municipal budget or no later than July 31st.

It is further agreed that each employee shall maintain his or her uniforms in a neat and clean condition for the start of each work day.

ARTICLE 23

MANAGEMENT RIGHTS

Section 1. Management shall have the right to determine all matters concerning the management and administration of various divisions of Department of Public Works of the Borough of Metuchen to include, but not be limited to, the right to direct the working force, to hire and discharge for cause, inefficiency, incompetence, and other good and sufficient reason; and to determine the number of employees needed for a specific job assignment, except as expressly limited by the specific provisions of this Agreement.

Section 2. No lock-out of employees shall be instituted by the municipal employer during the terms of this agreement. The Union agrees that during the terms of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of, or interference with normal work of the municipality. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members engaged to cease and desist from such activities and shall instruct the members, to return to their normal duties. Any employees participating in these prohibitive activities may be disciplined by the municipal employer.

ARTICLE 24

EDUCATIONAL PROGRAM

The Employer agrees to contribute one cent (\$.01) per hour to the Teamster Local 11 Educational Program for all hours an employee receives straight time pay. Such fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 25

EMPLOYEE/MANAGEMENT COMMITTEE

- 1. A committee consisting of public works employees and representatives from management shall be formed to discuss matters of mutual interest. This committee shall meet bi-monthly on a day to be determined by mutual consent. The committee shall meet from 2:00 p.m. to 3:00 p.m. with any employee participating receiving their regular pay from 2:00 p.m. to 2:30 p.m. After 2:30 p.m. any employee participating shall do so on their own time and shall receive no pay for this time. The committee may meet more frequently than bi-monthly or less frequently than bi-monthly upon mutual consent of both parties.**

- 2. The Shop Steward plus up to three additional employees shall participate in the meetings. Of the three employees, one employee shall be a laborer, one a driver, and any other classification when ever practical in order to provide an opportunity for as many employees to participate as possible. The intent of this section is to provide sufficient access to the committee by a cross section of participants by job classification. Modification of the above may be made by mutual consent.**

- 3. The Director of Public Works and the Superintendent of Public Works shall participate in the meetings with the option of including the Borough Administrator.**

- 4. A list of topics to be discussed at each meeting shall be presented by either group of participants at least three days prior to any meeting.**

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ARTICLE 26

FRACTURING OF TIME OFF

All vacation days may only be "fractured" per 1/2 day. In other words, employees will no longer be allowed to take one or two or three hours of personal or vacation time, but will be charged days off according to the following schedule:

A. Any time off under one-half (1/2) hour in length will not be charged against their accumulated time if requested on a rare occasion and specific approval is received in advance from the Director or his designee. If approved, no time off will be charged. However, one-half (1/2) hour will be deducted from that week's pay.

B. Any time off of one (1) hour or more but less than five (5) hours will be charged at a rate of one-half (1/2) day.

C. Any time off of five (5) hours or more through and including eight (8) hours will be charged at the rate of one (1) full day.

D. At the Director's or his designee's unilateral discretion, any time requested under one-half (1/2) hour will be granted without being charged against personal, sick or vacation leave. However, any such time under one-half (1/2) hour will be deducted from the employee's pay that week.

E. As of April 1, 1991 all existing accumulated time off of vacation and/or personal leave will be rounded to the next higher one-half day.

Sick leave will continue to be earned "per day", but will be recorded and charged per hour.

Personal days, for emergencies only, may be taken in 2 hour increments. Proof which is acceptable to management must be provided if the emergency in order to take advantage of this provision.

MISCELLANEOUS

A. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

B. No employees shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the term of this agreement.

C. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

D. The parties agree that warning letters against employees' shall remain in employees' files for one (1) year from date of issue.

E. All benefits shall begin on the 91st day of employment with the exception of mandatory benefits established by law. All benefits shall accrue from the date of hire.

F. Any employee who believes he or she is being or has been discriminated against may either file a grievance in accordance with Article 4, entitled "Grievance Procedure", or file a grievance directly to the Borough Administrator which shall be handled in a confidential manner.

ARTICLE 28

WAGES

Effective January 1, 2011, salaries shall be increased zero percent (0.0%).

Effective January 1, 2012, salaries shall be increased two percent (2.0%).

Effective January 1, 2013, salaries shall be increased two percent (2.0%).

The starting rate for all new employees shall be 90% of the current compensation rate for each classification. After three months the employee will receive 95% of said rate, and at six months 100% of the current rate.

The Borough Administrator may hire a prospective employee who possesses qualifications that are greater than the minimum qualifications for the position above the minimum rate, but not at a rate that is higher than that of any current employee in the same range.

DURATION

This Agreement shall become effective on January 1, 2011, and shall continue in full force and effect until December 31, 2013. It shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change, modify or terminate this agreement. In such case, the parties shall endeavor to negotiate a new agreement within sixty (60) days prior to the expiration of this Agreement.

BOROUGH OF METUCHEN

TEAMSTERS LOCAL #11 IBT

By: _____

By: _____

Title _____

Title _____

By: _____

By: _____

Title _____

Title _____

Attest By: _____

By: _____

Title: _____

Title: _____

APPENDIX A

Hourly rate of compensation for full time employees:

	<u>2011</u>	<u>2009</u>	<u>2010</u>
Pump Operator	25.76	26.28	26.81
Maintenance Repairman	25.59	26.10	26.62
Master Mechanic	25.37	25.88	26.40
Heavy Equipment Operator	25.37	25.88	26.40
Assistant Equipment Operator	24.50	24.99	25.49
Forestry	24.50	24.99	25.49
Assistant Mechanic	24.50	24.99	25.49
Assistant Pumper	24.01	24.49	24.98
Parks Worker	24.01	24.49	24.98
Drivers	23.72	24.19	24.67
Custodian	23.37	23.84	24.32
Laborer	23.01	23.47	23.94

