

12/13/2005

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF MAHWAH**  
**AND**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION, BLUE COLLAR UNION**

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JANUARY 1, 2005 THROUGH DECEMBER 31, 2007  
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**PREAMBLE**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 between the **TOWNSHIP OF MAHWAH**, in the County of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "**Township**") and **UNITED PUBLIC SERVICE EMPLOYEES UNION (BLUE COLLAR UNION)** (hereinafter referred to as the "**Union**").

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE I - RECOGNITION AND DEFINITIONS**

- A. The Township hereby recognizes the United Public Service Employees Union (Blue Collar Union) as the exclusive representative for the purpose of collective negotiations (the bargaining unit), on behalf of Employees of the bargaining union.
- B. The Township hereby agrees that they shall immediately advise the United Public Service Employees Union, Blue Collar Union of all new hires. Those employees who are hired to a title which is covered by the terms of this Agreement shall be informed by the Township of such. The Township shall also inform those new employees that upon the successful completion of their probationary period they will be subject to become full or fee-payor members of the United Public Service Employees Union, Blue Collar Union.

## **ARTICLE II - TERM**

This Agreement shall be in force from January 1, 2005 through December 31, 2007.

### **ARTICLE III - NO STRIKE OR LOCKOUT PLEDGE**

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Township.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In event of a strike, slowdown, walkout or job action, it is covenanted and agreed that a participation in any such activity by a Union member shall entitle the Township to take appropriate disciplinary action, including possible discharge, in

accordance with applicable law.

- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.
- F. There shall be no lockouts of the Employees by the Township.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Township government. Except as otherwise provided herein, the Township retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force; to introduce new or improved methods or facilities regardless of whether or not the same may cause a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Township by the terms of this Agreement shall be made the subject of a grievance.



## ARTICLE V - AGENCY SHOP

- A. Every full-time or permanent part-time Employee has the expressed option to join the Union. Any Employee who decides not to join the Union within thirty (30) days of his/her initial employment with the Township, and any permanent full-time or permanent part-time Employee previously employed within the unit who does not join the Union within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as is provided for under N.J.S.A. 34:13A-5.5.
- B. The representation fee shall be as set forth under N.J.S.A. 34:13A-5.5(b) which provides that the representation fee shall be equivalent to the regular membership dues, initiation fees, and assessments charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only members. In no event may the fee exceed 85% of the regular dues, fees and assessments. The Union shall provide the Township with notice and certification of the dues to be deducted from payroll.
- C. The Union may revise its certification at any time to reflect changes in regular Union membership dues, fees and assessments. These dues, fees and assessment shall take into account the Union's previous year expenditures. Employees who pay a representation fee in lieu of dues may obtain a review of the Union's expenditures and have the right to appeal said representation fee before a tri-partite Appeal Board established by the Public Employment relations

Commission pursuant to N.J.S.A. 34:13A-5.6.

- D. Any Township employee who has representation fees deducted from his/her pay shall have the right, as set forth under N.J.S.A. 34:13A-5.5(c), to demand and receive from the Union a return of any part of that fee paid which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward cost of any other benefits available only to members of the Union.
- E. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union shall remain the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Township.
- F. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

## **ARTICLE VI - DISCRIMINATION AND COERCION**

- A. The parties shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.
- B. There shall be no discrimination, interference or coercion by the Township or any of the Township's agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## ARTICLE VII - WORK SCHEDULE AND OVERTIME

- A. 1. The normal work week for all Department of Public Works Employees shall consist of a forty (40) hour week, eight (8) hours per day, Monday through Friday (2,080 hours per year). The workday shall be 7:00 A.M. to 3:30 P.M. with one-half hour for lunch.
2. All Employees of the Department of Public Works shall, as authorized by the Township, be entitled to overtime pay at the rate of one and one-half (1-1/2) times their straight time rate for all hours in excess of forty (40) hours and over eight (8) hours.
- (a) Effective January 1, 2005, when an employee is required to work overtime commencing three (3) hours before the start of the employee's normal workday, said employee shall be entitled to a meal allowance. The meal allowance shall not exceed ten dollars (\$10.00) and is payable upon presentation of a paid receipt submitted to the employer or designee.
- (b) When an employee is required to work overtime, said employee shall be entitled to a meal allowance if the employee works more than three (3) hours beyond the employee's normal workday. The meal allowance shall not exceed ten dollars (\$10.00) and is payable upon presentation of a paid receipt submitted to the employer or designee.

3. On Sundays and Holidays said Employees, as authorized by the Township, shall receive (2) times their straight time rate.
4. Effective on January 1, 1999 a voluntary flex-time work schedule shall be established subject to the approval by request to the Director of Public Works which shall not be unreasonably denied.
5. Seasonal employees shall be hired to work from May through December only in any calendar year. For holiday and weekend overtime, seasonal employees may only work overtime after all scheduled permanent employees are asked and refuse. Upon exhausting of permanent employees for overtime, seasonal employees shall be asked last.
6. Employees who may be without a commercial driver's license for health related reasons shall suffer no loss of income and be assigned to work in the newly created job title of "Maintenance Yard Work/Laborer/Custodian". Employees shall be required to provide the Township with medical verification of their health related problems. The Township shall review and confirm the employees health status every ninety (90) days. Employees under this subparagraph 6 shall continue to work the same hours and schedule.
7. Employees who may be without a commercial driver's license for non-

health related reasons shall be assigned to the newly created job title of "Maintenance Yard Work/Laborer/Custodian" with a Five thousand (\$5,000.00) dollar reduction in salary and be required to attend the Employee Assistance Program (E.A.P.). Notwithstanding subparagraph #6 above, "Non-health related reasons" shall include, but not be limited to: loss of license due to driving while intoxicated or impaired; violations or loss of license due to failing drug or alcohol testing. Employees who lose their C.D.L.

more than once may be subject to discipline up to and including termination. The Five Thousand (\$5,000.00) dollar reduction in salary shall be based annually and be adjusted pro-rata for the actual time the license is under suspension. For example, a license suspended for six (6) months would result in a fifty (50%) percent reduction in salary, resulting in a Two Thousand Five Hundred (\$2,500.00) dollar loss to the employee. The employee's wages shall be restored to the Wage level prior to suspension of C.D.L. upon recovery/return of his license.

8. A full time employee is defined as an employee who normally works forty (40) hours per week.
- B. Employees have the option of taking compensatory time in lieu of overtime, provided the Employee submits a request to his/her Department Head within five (5) days after said overtime period. The Business Administrator retains the right to reject such requests, however, they will not be unreasonably denied. The Business Administrator's decision shall be returned within ten (10) days after receipt of said request and if a decision is not forthcoming within this time frame, then the Employee shall be entitled to one-half ( $\frac{1}{2}$ ) the overtime as compensatory time. Compensatory time, when granted must be scheduled and used in the calendar year it is earned or within two (2) weeks, whichever is greater.

**C . Overtime Equalization**

- (1) In addition to the work day and work week which has been delineated herein, it is expected that each employee will be available for a reasonable amount of overtime. Overtime will be equalized to the degree possible, by a cumulative system per division within the Department of Public Works.
- (2) In order to establish notice, uniformity and a balanced rotation, the Township will establish and post on or about January 1st of each year a list of all employees per Department which ranks all employees by Department in order of descending seniority.
- (3) When opportunities for overtime work arise, the Township shall initially contact and offer overtime to the most senior employee first and thereafter, each employee in descending order of seniority until the Township has fulfilled its overtime requirement.
  - (a) Any employee who refuses or is not available to work overtime shall have his/her overtime record charged with the actual hours worked by the person taking the assignment and said employee shall be placed as such on the rotation.
- (4) When subsequent opportunities for overtime work arise, the Township shall contact and offer overtime to the most senior employee with least amount of charged overtime first and thereafter, each employee in descending order of



seniority with equal to or greater charged overtime until the Township has fulfilled its overtime requirement.

- (5) Should the Township exhaust the overtime list without fulfilling its staffing requirement then, the Township shall have the authority to demand that the least senior employee(s) with the least amount of charged overtime report to work.
- (6) An overtime schedule which shows the accumulative hours of charged overtime will be made available by Division within the Department of Public Works on no less than a monthly basis unless mutually agreed to otherwise in writing by the parties.

## ARTICLE VIII - SALARIES AND WAGES

### A.

1. Retroactive to January 1, 2005 and effective on January 1 of each successive year of the Agreement there shall be a general across the board base salary wage increase as follows:

2005	3.25%
2006	3.25%
2007	3.25%

2. Effective January 1, 2002, all employees regularly scheduled to work the afternoon/evening shift shall be paid a shift differential of one dollar (\$1.00) per hour.

### B. Salary Level Guide

1. Effective on January 1, 1999 the salary guide for employees shall be eight (8) steps to go from minimum to maximum salaries as set forth on the attached Schedule A. The annual across the board wage increase shall be effective on January 1<sup>st</sup> of each year. The employee's move from Level to Level will occur on his/her anniversary date.

New employees hired after January 1, 1999 shall be subject to a ten (10) step salary guide consistent with this paragraph, but have a lower minimum starting salary, as set forth in the attached Schedule B.

2. For employees who reach maximum salaries (last step) or are over the maximum

they shall receive the same increase as in the percentage across the board base salary wage increases.

3. Each year each employee who is on the Salary Guide will receive a written performance evaluation from his/her Supervisor(s).
4. Should the employee receive a satisfactory written performance evaluation or if no written review is provided by his/her Supervisor(s), the employee will advance one (1) level on the Guide and be entitled to and receive the full wage increment increase allotted that Level, unless a written extension is requested by the Township. All wage increases shall be retro-active to the employee's anniversary date.
5. Should the employee receive an unsatisfactory written performance evaluation by his/her Supervisor(s), the employee will advance one (1) level on the Guide however, the Supervisor(s) may recommend to the Township that the employee should be entitled to and receive one-half the salary increment of that level.
6. The Township has the right to impose this restriction on a non-cumulative basis, each year that the employee's Supervisor(s) recommend such based on an unsatisfactory performance evaluation, (i.e.) An employee is currently on Level C and had received an unsatisfactory evaluation from his/her Supervisor. The Township acted upon the Supervisor's recommendation and only authorized the employee to receive one-half ( $\frac{1}{2}$ ) of salary increment established for Level C. On that employee's next anniversary he again received an unsatisfactory review the Township authorizes him to receive only one-half ( $\frac{1}{2}$ ) of salary increment

established for Level D.

7. Every employee who is evaluated by his/her Supervisor and receives a written unsatisfactory evaluation which results in a reduction of their wage increase may appeal to a the Township's Business Administrator within ten (10) business days of such notice. The Business Administrator shall provide, in a timely manner, a forum whereby the appealing employee may present his/her formal objection. At the Business Administrator's sole discretion, the employee's Supervisor(s) may or may not be in attendance. The Business Administrator shall listen to the employee's objection(s) and make every good faith effort to ascertain the facts. The Business Administrator shall within fifteen (15) business days provide the employee with a written determination. The employee may appeal this determination through the grievance procedure set forth under Article XIX.
8. Should an employee's poor performance continue, the Township is required to provide continuous notice to that employee and that employee is subject to further disciplinary procedures.
9. The parties agree that the changes made in the salary min/max step system under this Agreement shall not have a negative impact on any employee resulting from the 1996-98 Agreement.
10. A. Each January 1<sup>st</sup>, employees in the title of "Mechanic" shall receive an annual tool reimbursement of Two hundred fifty (\$250.00) dollars
- B. Effective January 1, 2002, there shall be no separate compensation for

Class "A" C.D.L. licenses, Mechanic status and "Operator" status. Any employee receiving an allowance for such items shall have the annual allowance placed in the employee's base salary. The amount included in the base salaries shall be as follows:

2005	\$1,656.00
2006	\$1,710.00
2007	\$1,765.00

- C. Effective January 1, 2002, new hires shall receive no additional compensation for Class "A" C.D.L. licenses, Operator status or Mechanic status.
- D. Effective January 10, 2002, the Job Descriptions shall be revised to require Operator status or Mechanic status as a requirement of the position upon hiring or within six months of the date of hire. This requirement shall not affect those employees on the payroll prior to the effective date.

**ARTICLE IX - LONGEVITY**

A. Full-time Township Employees, other than members of the Police Department, shall be entitled to and receive longevity compensation upon start of his/her year of service, as per the following schedule:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
One to Four Years of Service	\$ 0	\$ 0	\$ 0
Five Years of Service	\$ 428	\$ 442	\$ 456
Six Years of Service	\$ 506	\$ 522	\$ 539
Seven Years of Service	\$ 583	\$ 602	\$ 622
Eight Years of Service	\$ 661	\$ 682	\$ 704
Nine Years of Service	\$ 738	\$ 762	\$ 787
Ten Years of Service	\$ 816	\$ 843	\$ 870
Eleven Years of Service	\$ 893	\$ 922	\$ 952
Twelve years of Service	\$ 971	\$1003	\$1036
Thirteen Years of Service	\$1048	\$1082	\$1117
Fourteen Years of Service	\$1125	\$1162	\$1200
Fifteen Years of Service	\$1203	\$1242	\$1282
Sixteen Years of Service	\$1280	\$1322	\$1365
Seventeen Years of Service	\$1358	\$1402	\$1448
Eighteen Years of Service	\$1435	\$1482	\$1530
Nineteen Years of Service	\$1513	\$1562	\$1613
Twenty Years of Service	\$1590	\$1642	\$1694
Twenty-One Years of Service	\$1667	\$1721	\$1777
Twenty-Two Years of Service	\$1745	\$1802	\$1861
Twenty-Three Years of Service	\$1822	\$1881	\$1942
Twenty-Four Years of Service	\$1900	\$1962	\$2026
Twenty-Five Years of Service	\$1977	\$2041	\$2107

B. Should an Employee be employed beyond twenty-five (25) years of service said Employee shall receive the same annual longevity increase of \$119.00 in 2005, \$123.00 in 2006 and \$127.00 in 2007 in addition to the previous year's longevity payment.

C. Longevity compensation shall be paid for continuous service. Any employee who reassigns or is terminated from service with cause, constitutes a break in

service. An Employee who is laid-off or on an excused leave of absence remains in continuous service for the purpose of this provision.

- D. Effective January 1, 1999 and every year thereafter all covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") as of January 1, 1997 shall be entitled to and receive two (2%) percent of the employee's base wage rate for that year upon the start of his/her year of service plus the difference, if any, between the employee's longevity amount had he/she continued to receive longevity payments and two (2%) percent of their base wage rate.
- E. Once all of the covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") as of January 1, 1999 have left the employ of the Township of Mahwah percentage longevity payments as set forth in Section D shall cease.
- F. Employees hired after execution of this Agreement will not receive longevity payments.

## **ARTICLE X - STANDBY RETAINER**

- A. Stand-by pay for Employees of the Department of Public Works, Division of Water and Sewer shall be based on the individual's hourly rate times twenty-eight (28) hours.
  - 1. Holiday pay for Employees of the Department of Public Works, Division of Water and Sewer shall be based on the individual's hourly rate times eight (8) hours.
- B. Stand-by pay for Employees of the Department of Public Works, Division of Roads shall be \$300.00 per stand-by period in 2005, \$325.00 per stand-by period in 2006, and \$350.00 per stand-by period in 2007.
  - 1. Effective on January 1, 2002 holiday pay for Employees of the Department of Public Works, Division of Roads shall be \$100.00 per day.
- C. Stand-by starts Friday at 3:30 P.M. to the following Friday at 3:30 P.M.



**ARTICLE XI - VACATION LEAVE**

A. Vacation leave is earned and calculated as of January 1st of any year for full-time employees.

B. Vacation benefits are as follows:

1. Newly hired Employees who have not completed one (1) full year of employment with the Township shall be granted, during that first year, one (1) day of vacation for each full month employed, but in no event shall such Employee be granted more than ten (10) working days of vacation for the first year. These accumulated vacation days shall be granted to all full-time Employees the following year, and so on until the termination of employment of the Employees. The following schedule sets forth vacation earned January 1st after each full year of service.

One to Four Years of Service	10
Five Years of Service	15
Six Years of Service	16
Seven Years of Service	17
Eight Years of Service	18
Nine Years of Service	19
Ten Years of Service	20
Eleven Years of Service	21
Twelve years of Service	22
Thirteen Years of Service	23
Fourteen Years of Service	24
Fifteen Years of Service	25

2. Vacations may be taken in individual days or in full weeks, subject to the approval of the Department Head or designee.

- C. Vacation time which is not taken within the calendar year in which it is earned must be taken prior to December 31 of the following year.
- D. Scheduling of all vacation time shall be subject to the approval of the Department Head or designee, and Employees with greater seniority within the Department will be given preference in the selection of vacation periods in cases of conflict.

## ARTICLE XII - HOLIDAY LEAVE

A. The Township agrees to furnish the following holidays with pay to all permanent full-time employees covered by this Agreement:

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

**Note:** \*Floater Holiday

1. Floating holidays are to be taken at the discretion of the employee except if, the chosen day interferes, in the Employer's sole discretion, with the Township's ability to effectively run the Township's operation. However, the Township must provide the employee sufficient discretionary time during the year to use this holiday time.
2. Should a covered employee, subject to "Stand-by" under Article X of this Agreement, be scheduled as part of his/her regular rotation to work on any of the designated "floater" holidays, then that employee shall be charged that day with a "floater" holiday provided said employee works that day. Any employee opting to work "stand-by" must also use or designate that day as their "floater" day. (i.e. an employee receives their "stand-by" schedule and is scheduled for February 12th (Lincoln's Birthday). The Township and employee shall recognize that day as a holiday for that employee and the employee will be charged a "floater" day, provided he/she works that day.)

- B. Any holiday falling on a Saturday shall be celebrated on the immediately preceding Friday, and any holiday falling on a Sunday shall be celebrated on the immediately succeeding Monday.
- C. If an Employee works on a holiday, he shall receive overtime compensation therefore as stated in the Article entitled "Work Week and Overtime".

### **ARTICLE XIII - SICK LEAVE**

- A. Full-time Employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year, or one and one-fourth (1-1/4) days per month for each full month of employment. In the first year of employment, Employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per month for each full month of employment. An additional ninety (90) days of sick leave may be allotted over the course of an Employee's tenure for a major operation or illness, after the Employee has served thirty (30) consecutive months. The additional ninety (90) days, as heretofore mentioned, or any part thereof, must first be approved by the Township Council.
- B. The Department Head or designee may, in his/her discretion, require a doctor's note when the Employee is out for three (3) or more consecutive days.
- C. Sick leave can be accumulated without limit during each Employee's length of service.
- D. The Township shall keep a record of each employee's accumulated sick leave and shall make available to each employee his or her record for inspection.
- E. In the event that an employee voluntarily terminates employment by retirement (including service, accidental disability, ordinary disability, early and deferred retirement), resignation in good standing, death or is laid off prior to using all accrued sick leave, the Township shall pay one-half (1/2) of the employee's accrued sick time up to a maximum of \$10,000.00 to the employee, or upon the employee's death to the estate of the employee.
- F. Accumulated sick leave shall not be available to any employee who is separated

from service for cause.

#### **ARTICLE XIV - PAY DURING WORK-RELATED INJURY**

- A. Where a permanent full-time Employee covered under this Agreement suffers a work-related injury or disability, the Township shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid to the Township.
- B. The Employee may be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council may reasonably require the said Employee to present such certificates from time-to-time.
- C. For the purpose of this Article, injury or illness incurred while the Employee is attending a Township-sanctioned training program shall be considered in the line of duty.

## ARTICLE XV - HEALTH BENEFITS

- A. The Township shall continue to provide the same health and dental insurance benefits for all permanent full-time employees.

Contingent upon an acceptable panel of participating doctors and the family deductible being reduced from \$450.00 to \$350.00 the Union will accept the B.M.E.D. PPO Plan. Single coverage deductible shall remain at \$150.00.

Prior to implementation of the Plan, the Township shall provide new benefit books and orientation during work hours. The Township shall provide at their cost, inoculations to prevent lyme disease upon approval and release by the appropriate State Regulatory Agency.

- B. The Township will pay up to a maximum of Two Hundred Fifty (\$250.00) Dollars per Employee per calendar year for the cost of eyeglasses and/or eye examination and if not used, may be carried over to the next year. An employee may only carry over the immediate past year to the following year for a maximum of Five Hundred (\$500.00) Dollars over a two (2) year cumulative period.
- C. The Township agrees to adopt by Resolution and/or Ordinance, provisions as required by the State of New Jersey Legislature under N.J.S.A. 40A:10-23 which will provide pursuant to this Statute, that the Township will assume the entire cost of the above health insurance coverage on a family plan basis for any employee who retires from the Township of Mahwah after 25 years of service.
1. The Township shall provide health insurance coverage for the surviving



spouse of an employee who retires with coverage under Article XV. Likewise, if an active employee who is eligible to retire under this Paragraph C dies with a spouse and/or eligible dependents surviving, then the survivors shall receive continued coverage as if the employee had retired before death.

2. Any retirees (including prior retirees) who retire with benefits under Article XV shall not be required to make premium payment contributions.
3. In the event that the surviving spouse of a retiree with coverage remarries, then health insurance coverage shall terminate for the surviving spouse (not eligible dependents).

D. The Township will provide an annual physical to all Employees which includes the following:

1. Complete blood work
2. Complete physical examination
3. EKG
4. Urinalysis
5. Hearing and Eye examinations

At the Township's discretion, they may also provide a:

1. Chest X-ray
2. Stool Analysis
3. Mammogram
4. Prostate examination

All test results shall be kept confidential by the Township and will be forwarded to

the Employee's personal physician.

- E. The Employer may change insurance carriers at its option, with equal or better coverage and benefits provided.
- F. Any employee with an age of at least 65 years and with at least 23 years of service to the Township shall be eligible for retiree health insurance under Paragraph C above. The provisions of this Paragraph F shall expire at 11:59P.M. on December 31, 2007.

## **ARTICLE XVI - PERSONAL LEAVE**

- A. Each permanent full-time Employee shall be entitled to three (3) personal leave days with pay each year of this Agreement. Employees shall not have to advise their Department Head of the reason for such personal leave day.
- B. Employees must give their Department Heads or designee notice of their intention to take personal leave as soon as practicable and must receive approval from the Department Head or designee which shall not be unreasonably withheld.
- C. Personal leave days may not be accrued.

## ARTICLE XVII - PAY DURING ABSENCE

### A. Bereavement Leave

1. Permanent, full-time Employees shall be entitled to five (5) working days leave with pay to attend or make arrangements for the funeral of the Employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of the Employee or Employee's spouse, or persons living in the household of the Employee.
2. Permanent, full-time Employees shall be entitled to one (1) working day leave with pay to attend the funeral of the Employee's brother-in-law, sister-in-law, daughter-in-law, uncle, aunt, nephew, niece or cousin of the first degree.

### B. Leave of Absence

Request for personal or any type leave(s) of absence shall be made on a form prescribed by the Business Administrator. Such request, whenever possible, shall be made far enough in advance to permit approval and, at the same time, permit coverage for the particular employment so that municipal services shall not suffer. When an Employee is absent from work because of illness for more than three (3) consecutive days, the Department Head may require the Employee to submit a certificate from his physician relating to his/her illness. The Business Administrator or Department Head, at his/her discretion, may require the Employee to submit a physician's certificate for absences of more than three (3) days. In the case of a chronic or recurring illness causing an Employee periodic or repeated absence of one (1) day or less, the Business Administrator and

Department Head may require one (1) medical certificate for every six (6) month period.

C. Military Duty Leave

If the employee has full-time employee status, a leave of absence shall be provided in accordance with applicable law.

## **ARTICLE XVIII - PERSONNEL FILES**

The Business Administrator shall maintain adequate personnel records for each Employee of the Township. Such records should include dates of appointments and promotions, job titles, salaries, commendations, disciplinary actions, leave of any type taken and accumulated, merit ratings and the like, except for the Police Department. The burden of proof shall be on the Employee to prove date of employment. Records obtained by Employees from Social Security or Township minutes shall be deemed positive proof of starting date of employment.

Employees shall have the right to view their personnel files with an appointment.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

- A. Definition: The term, "grievance", as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual Employee, group of Employees, or the Union.

Employees involved in grievances and/or discipline at Levels Three, Four and Five shall be entitled to request in their defense such witnesses as he/she may wish to have present and to cross examine all witnesses and to have made available to him/her such records, files and documents as he/she may consider necessary. Employees and witnesses from within the Bargaining Unit shall suffer no loss of pay for attending such hearings and arbitrations initiated by the Township, Union, or Representatives of the employee's choosing.

B. **Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

**STEP ONE:**

The moving party shall present the grievance in writing signed by the aggrieved to the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved resolve the matter. The immediate supervisor shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his/her decision.

**STEP TWO:**

If a grievance is not resolved at STEP ONE, the moving party may, within five (5) working days of receipt of the answer in STEP ONE, submit the written grievance to the Department Head, who shall give his/her answer within five (5) working days of the presentation of the grievance in STEP TWO.

STEP THREE:

If a grievance is not resolved at STEP TWO, the moving party may, within five (5) working days of receipt of the answer in STEP TWO, submit the written grievance to the Business Administrator, who shall give his/her answer within five (5) working days of the presentation of the grievance in STEP THREE.

STEP FOUR:

If a grievance is not resolved at STEP THREE, the moving party may, within five (5) working days of receipt of the answer in STEP THREE, submit the written grievance to the Township Council, who shall give their answer within ten (10) working days of the presentation of the grievance in STEP FOUR.

STEP FIVE:

If a grievance is not resolved at Step Four (4), the moving party may, within five (5) working days of receipt of the answer in Step 4, submit the written grievance to the Arbitration process through the Public Employment Relations Commission (P.E.R.C.). The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) submitted. In the event of the submission of any matter for arbitration as herein provided, the Arbitrator shall have no right or power to alter or modify the terms of this Agreement. The cost of the Arbitrator shall be equally divided between the parties. Only the Union has the sole right to appeal a grievance or discipline to arbitration.



## **ARTICLE XX - SAFETY COMMITTEE**

The Union may appoint a committee not to exceed three (3) persons, to meet with the Township's representatives as needs arise to discuss and make recommendations relating to the safety of the Employees and the public.

## **ARTICLE XXI - DATA FOR FUTURE BARGAINING**

- A. The Township agrees to make available to the Union, all relevant data the Union may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to, such items as salaries, benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Township shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

## **ARTICLE XXII - BULLETIN BOARDS**

The Township will provide a bulletin board in a non-public area of the Township Hall, Public Works Building and the Police Station, respectively, for the sole use of the Union. These bulletin boards shall be used only for notices pertaining to Union business. It shall be the responsibility of the Union representatives to supervise the posting of notices which shall not include any political endorsements or political material.

## ARTICLE XXIII - JOB POSTING

- A. The Township shall post in all places as designated under ARTICLE XII, notices of all job vacancies, openings and promotional opportunities, which shall include the title, department and salary, for a period of ten (10) working days prior to the Township advertising the said position to the general public. The expiration of this ten (10) day period does not, in any manner or way, forfeit an employee's right to submit an application for the posted vacancy(s), positions(s) or promotional opportunity(s) after this period has passed.
- B. Job postings shall be posted within all departments and shall be awarded to the senior qualified employee.
- C. The Township shall submit to the Union a copy of the expired job posting with the successful bidder's name.
- D. The Township shall not be required to award a non covered job to a union member.

## **ARTICLE XXIV - JOB DESCRIPTIONS**

The Township shall provide the Union with job descriptions for each position/title held by an Employee/member. These job descriptions will accurately reflect the duties and responsibilities of the position/title held by the Employee and shall be updated from time to time as is deemed necessary by the Township. The Union may request the Business Administrator to review the job description of a current position/title to determine if the existing job description is accurate. The Township shall have the discretion as to whether to comply with this request, however, no reasonable requests shall be denied. Any modification or revision in an Employee's job description which would substantially alter the duties and responsibilities of that position/title must be negotiated with the Union.

The parties shall create, establish and mutually agree to the new job description/title of "Maintenance Yard Work/Laborer/Custodian" for the sole purpose of placement of employees without a commercial (CDL) driver's licence for health and non-health related reasons.

## **ARTICLE XXV - DUES CHECK OFF**

- A. The Township agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the Employer's Treasurer, who shall remit same to the Union at regular intervals.
- B. Notwithstanding anything to the contrary in this Article, the Township shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union Authorization Form.
- C. The Township shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Township written notices authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals. The Union shall provide the Township with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold the Township harmless from any claim or action commenced by an employee against the Township which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Township.

**ARTICLE XXVI - MEETING ROOM**

The Township shall provide a meeting room once a month for use by the Union.

## **ARTICLE XXVII - PROBATIONARY PERIOD**

- A. All Employees shall serve a probationary period of one year. At the expiration of the probationary period, the Mayor in consultation with the Business Administrator and/or Department Head may discontinue the service of any such Employee, if in their opinion, the Employee is unwilling or unable to perform the duties of his/her position in a satisfactory manner or if the Employee is of such reputation and habits as not to merit continuance in the service of the Township. In every case, the Business Administrator shall notify the Employee in writing of said discontinuance and of the reason.
- B. A one hundred eighty (180) day probationary period shall also pertain to any Employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.



## **ARTICLE XXVIII - JUST CAUSE**

The Employer may discipline any employee for just cause for a violation of the Rules and regulations of the Municipality. An employee may grieve any disciplinary action in accordance with the provisions of Article XIX.

## **ARTICLE XXIX - UNIFORMS AND EQUIPMENT**

The Township will continue to provide uniforms and equipment to all Employees of the Department of Public Works, Water Department and Sewer Department in accordance with past practice. All employees shall be provided with three (3) tee shirts annually.

## **ARTICLE XXX - TUITION REIMBURSEMENT**

1. The Township will provide a Tuition Refund Program to employees who have successfully completed one (1) full year of employment and who are on active payroll from the time of pre-approval of the requested courses through the payroll period in which payment is made.
2. Courses eligible for approval are those taken at a licensed and accredited post-high school institution. Course must be directly related to the employee's present position or a current position in the Township to which the employee could reasonably aspire through promotion. Only courses through the Baccalaureate level or designed for development or enhancement of a vocational skill will be covered. Post graduate courses are not covered.

Course required for completion of an Associates or Bachelors degree which are not directly related to the employee's current or future promotional position in the Township will be covered only if the employee is a matriculated student and the said courses are required by the educational institution as part of their core curriculum.

3. Cost of tuition, registration and laboratory fees are reimbursable. Books, travel, and non-essential fees, such as student activity fees, are not covered.
4. Reimbursement rates are limited to the current year per undergraduate credit hour at Rutgers State University, with a limit of six (6) credit hours per semester and fifteen (15) credit hours per year.
5. Reimbursement is contingent upon successful completion of the course as

evidenced by a certificate or grade report. This shall be defined as a final grade of "C" (2.0) or better, or a "pass" in a pass-fail program. Official grade reports and copies of paid receipts must be submitted along with a copy of the Township's pre-approval form before reimbursement can be made.

6. Employees who receive reimbursement will be required to sign an agreement which sets forth that they will not leave the employ of the Township for a period of time equal to the number of full years that the employee participated in the tuition reimbursement program. Should the employee leave prior to fulfilling this time requirement, the employee will be required to reimburse the Township in accordance with the below schedule:

Within the first year of completion of the course curriculum	-	100%
Within two years of completion of the course curriculum	-	75%
Within three years of completion of the course curriculum	-	50%
Within four years of completion of the course curriculum	-	25%

## **ARTICLE XXXI - TERMINAL BENEFITS**

All salary, compensation and benefits earned and accrued by a permanent, full-time Employee shall be paid to his/her estate upon such Employee's demise.

## **ARTICLE XXXII - RELEASE TIME**

In order to provide for the handling of grievances and related matters, the Business Agent or his/her designee shall be released from his/her job duties with no loss of pay for reasonable periods of time. The Township shall permit the shop steward of the Union or any one Union member designated by the shop steward, leave with pay not to exceed six (6) calendar days in one (1) calendar year for the purpose of attending to Union business, which may include seminars, conferences, conventions and internal Union business.

### **ARTICLE XXXIII - SAVINGS CLAUSE**

- A. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be held to be invalid the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

## **ARTICLE XXXIV - RETENTION OF BENEFITS**

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to Mahwah Municipal Employees which are not specifically set forth in this Agreement shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations of employment applicable to any Employee pursuant to any rules, regulations, instructions, directive, memorandum statute or otherwise shall not be limited, restricted impaired, removed or abolished.



## **ARTICLE XXXV - CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

## **ARTICLE XXXVI - PROMOTIONS AND TRANSFERS**

Pursuant to Article XXIII (23), employees who are awarded a permanent job opening to a higher rated job/wage shall receive a lateral salary adjustment to the nearest step of new job range with no decrease in money.

When an employee who is off guide is promoted to a higher class position and would be off guide in the new class, then the employee shall receive a five percent (5%) increase in base salary.

### Temporary Job Openings:

Temporary job openings are defined as a job which is vacated due to vacation, illness, accident, authorized leave of absence or other similar reasons. Temporary job openings will be filled at the discretion of the Township by seniority with people from within the Bargaining Unit. Employees working within a temporary job opening shall receive a five (5%) percent wage increase for all time worked over thirty (30) days and must receive the prior approval of the Township Administrator.

## **ARTICLE XXXVII - SENIORITY DATE**

- A. Each employee shall have a single active seniority date. Seniority shall prevail on a Township-wide basis as to this unit only unless indicated otherwise (i.e. Department Seniority per Article VII (7) Overtime Equalization and shall be based on continuous service with the Township. Employees shall be entitled to rights for seniority with respect to job assignments and changes in job assignment, hours or working conditions.
- B. Continuous service shall be calculated from the date of first (1<sup>st</sup>) employment or re-employment following a break in continuous service in accordance with Paragraph C below.
- C. Continuous service shall be broken by:
  - 1. Resignation
  - 2. Discharge upon exhausting the Grievance/Arbitration procedure if applicable.

## **ARTICLE XXXVIII - LAY OFF, BUMPING AND RECALL**

- A. In the event of a reduction in the workforce the last employee hired shall be the first employee laid off. Seniority shall be the governing factor. An employee who is to be laid off shall be given two (2) weeks notice by the Township.
- B. All employees laid off due to lack of work shall in the case of recall be recalled in the reverse order of their layoff, i.e., the last employee laid off shall be the first recalled. Seniority shall be the governing factor.
- C. Employees affected by a layoff shall be allowed to exercise bumping privileges on all jobs held by employees of lesser seniority provided they have the qualifications to perform the job.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

\_\_\_\_\_  
Kathrine G. Coletta, Township Clerk

By: \_\_\_\_\_  
Richard J. Martel, Mayor

\_\_\_\_\_  
Brian Campion, Business Administrator

ATTEST:

UNITED PUBLIC SERVICE  
EMPLOYEES UNION, BLUE  
COLLAR UNION

By: \_\_\_\_\_

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Chief Shop Steward

\_\_\_\_\_  
Negotiating Committee