

AGREEMENT
Between
TOWNSHIP OF WEST MILFORD
And
THE DEPARTMENTS OF PUBLIC WORKS, PARKS, AND RECREATION
TEAMSTERS LOCAL UNION 560

January 1, 2010 - December 31, 2014

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PREAMBLE

THIS AGREEMENT made and entered into on this _____ day of _____ 2013, by and between the TOWNSHIP OF WEST MILFORD, in the County of Passaic, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and TEAMSTERS LOCAL UNION 560 (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition in order that more efficient and progressive public service may be rendered.

ARTICLE I **RECOGNITION**

- A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all "blue collar supervisors" holding the titles set forth in Schedule A.
- B. The title herein shall be defined to include the plural as well as the singular, and shall include males and females and are synonymous with the word employees.

ARTICLE II **MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any National, State, County or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township staff.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, or the Township.

C. Steps of the Grievance Procedure

1. 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 or extended by mutual consent. It is recognized that prior to initiating the formal grievance procedure, an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head.

Step One:

- (a) The Union, on behalf of an aggrieved employee, shall institute action under the provisions hereof within five (5) business days of the occurrence of the grievance. The Union shall, in writing and signed, file his/her grievance with his/her immediate supervisor.
- (b) The supervisor shall render a decision in writing within five (5) business days from the receipt of the grievance.

Step Two:

- (a) In the event the grievance has not been resolved at Step One, then within five (5) business days following the determination, the matter may be referred by the Union to the Department Head who shall review the matter and make a determination within ten (10) business days from the receipt of the grievance.

Step Three:

- (a) In the event the grievance has not been resolved at Step Two, the Union may refer the matter to the Mayor or designee within ten (10) business days who shall review the matter and make a determination within ten (10) business days from the receipt of the grievance.

Step Four:

- (a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.
- (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) business days after the final decision by the Mayor or designee. In the event the aggrieved elects to pursue State of New Jersey Department of Personnel

(formerly Civil Service) Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

- (c) The costs for the services of the arbitrator shall be borne equally between the Township and Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) business days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) business days after filing a grievance between the representatives of the Township and the Union in an earnest effort to adjust the differences between the parties.

In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four, above.

- E. No response to any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

ARTICLE IV **HOURS AND OVERTIME**

A. Work Schedules

1. The workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive.
2. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and needs for same with representatives of the Union.
3. Hours:
 - (a) Regular. The workday will consist of eight (8) hours, November 15 to April 15 from 7:00 AM to 3:30 PM with one half hour for lunch. Lunch hours shall be between 11:30 AM to 12:00 Noon. All employees shall receive two (2) rest periods - a fifteen (15) minute period in the morning between 9:00 a.m. and 9:30 a.m. and a fifteen (15) minute period in the afternoon between 1:30 p.m.

and 2:00 p.m. From April 15 to November 15 the workday will consist of eight (8) hours, from 7:00 AM to 2:30 PM with no lunch and no additional fifteen minute wash-up time.

(b) Emergencies

Employees in such numbers as the Township may require shall be required to respond in emergencies.

B. Overtime

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
 - (a) All work performed in excess of eight (8) hours in any one (1) day.
 - (b) All work performed in excess of forty (40) hours in any one week.
 - (c) All work performed on Saturday.
2. Double time the employee's regular hourly rate of pay for all work performed on Sunday.
3. Holidays – In the event an employee is required to work on any holiday listed in Article V, Section A, he shall be paid double (2) times his regular rate of pay for all hours worked on that day, in addition to the compensation provided for in Article V. This double time provision shall apply only for work performed on the actual holiday, and shall not apply for work performed on the previous or following day taken in lieu of the holiday.
4. Regularly scheduled overtime work and emergency call outs will be distributed as equally as possible among all supervisors within their departments. No employee shall be entitled to emergency call out within twenty-four (24) hours of sick period.
5. All employees are required to respond to an emergency call out within thirty (30) minutes of receiving a call, except in cases of unusual or severe conditions. Anyone who misses a call out shall submit to his supervisor a reason. Failure to respond to call outs consistently will be reviewed by the supervisor and subject to disciplinary action.

C. Call In Time

1. Any employee who is requested and who returns to work during periods other than his regular scheduled shift shall be paid time and one half for such work and

be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid three (3) hours at time and one-half in addition to his regular rate for his regular work shift (8-hour day).

2. Employees working through their supper or lunchtime shall be paid time and one-half their regular rate; or employees will receive one (1) hour for supper or lunch. All employees shall receive two (2) rest periods - a fifteen (15) minute period in the morning between 9:00 a.m. and 9:30 a.m. and a fifteen (15) minute period in the afternoon between 1:30 p.m. and 2:00 p.m. No more than fifteen (15) minutes shall be allowed for employee cleanup before lunch and before quitting time.
3. In the event an employee is recalled to emergency duty for a complete shift, he shall be allowed the usual one (1) hour paid meal period, providing, however, that if an employee is recalled to emergency duty between the hours of 5:00 a.m. and 7:00 a.m., he shall only be entitled to ½ hour paid meal period. No paid meal period shall be provided if the call out occurs after 7:00 a.m. and before the start of the normal day shift. Arrangements shall be made to provide the employee with food at his expense if eating facilities are not otherwise available.

D. Equipment

Foreman vehicles are to be stored at municipal facilities with other equipment nightly, except, however, in those emergency situations when the Township Administrator determines that the public safety is best served by allowing the foreman to take the vehicles overnight.

No vehicles or equipment other than pickup trucks driven by foreman are to be taken to any unauthorized location at anytime for any reason unless specifically authorized by the Township Engineer or his designee.

E. Alternate Work Schedules

Alternate work schedules include both the Flex Work Schedule and the Compressed Work Week Schedule.

1. The Township and the Union agree to the establishment of flexible scheduling of employee work hours. All employees covered by this agreement will have the ability

to select from the following flexible schedules. They will have the right to decline a proposed change to the regular workday schedule they currently work and will not be subject to any disciplinary action for declining such a proposed change. No employee will be penalized if they refuse to or cannot meet these alternate work schedules, nor will there be any notation placed in the employee's personnel file.

An employee's work hours may be changed either by the employee or the Township only after discussion and agreement between the employee and his/her department head. All requests at a minimum must include consideration of the duration of the agreement, holidays and department coverage. They must be in writing and signed by both the employee and the department head before submission to the Township Administrator for final approval. A copy of the approved work schedule will be provided to the employee, the department head and one copy will be placed in the employee's personnel file.

2. Flex Work Schedule

The Flex Work Schedule is defined as a schedule with a forty (40) hour workweek consisting of five consecutive days, Sunday to Saturday, and reporting at hours other than 7:00 a.m. to 3:30 p.m.

A Flex Work Schedule Day is defined as an eight (8) hour day (including one-half hour for lunch) within an eleven (11) hour time period between 6:00 a.m. and 5:00 p.m. A Flex Work Week Schedule will not require an employee to work more than eight (8) hours per day without overtime. Overtime in excess of eight (8) working hours per day, or hours worked on regularly scheduled day off, shall be paid at one and one-half times the employee's regular rate of pay in 15-minute increments, or compensatory time off at the rate of time and one-half, provided the overtime has been approved in writing by the Township Administrator prior to being worked. Hours worked on a holiday shall be paid at double time the employee's regular rate of pay.

3. Compressed Work Week Schedule

The Compressed Work Week Schedule is defined as a schedule with a forty (40) hour workweek consisting of fewer workdays per week, Sunday to Saturday, and reporting at hours other than 7:00 a.m. to 3:30 p.m.

A Compressed Work Week Schedule will not require an employee to work more than ten (10) consecutive hours in a day without overtime. Overtime in excess of ten (10) working hours per day, or regularly scheduled day off, shall be paid at one and one-half times the employee's regular rate of pay in 15-minute increments, or compensatory time off at a rate of time and one-half, provided the overtime has been approved in writing by the Township Administrator prior to being worked. Hours worked on a holiday shall be paid at double time the employee's regular rate of pay. All employees covered by this agreement, who are hired after January 1, 1997, will be required to work a schedule as determined by the Township Administrator.

E. Compensatory Time

No employee shall be allowed in excess of one hundred twenty (120) hours of compensatory time. Compensatory time must be used by April 15th of the next succeeding year in which the compensatory time is earned; Compensatory time not used shall be paid to the employee after April 15th of the next succeeding year in which the compensatory time was earned. Requests to use compensatory time must be made to the Department Head/Designee in writing at least forty-eight hours in advance.

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated for the following holidays:

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

B. In the event the holiday falls on a regularly scheduled workday the employee shall receive the day off with pay.

In the event the holiday falls on a Saturday or Sunday, the employee shall receive the previous Friday off if the holiday falls on Saturday and the succeeding Monday off if the holiday falls on Sunday.

C. All employees shall be eligible for holiday pay if the employee works his last scheduled workday prior to the holiday or if he is absent by prior consent of his superior.

- D. In the event a national holiday is declared by the President of the United States, the Township agreed to add this day to the approved list of authorized holidays, provided, however the day declared a holiday occurs between April 1 and November 30. Should the day declared as a holiday by the President occur between December 1 and March 31, employees shall be granted an additional personal day to be scheduled pursuant to Article VII.
- E. All employees shall be granted four (4) hours early quitting time on New Year's Eve and Christmas Eve days, unless New Year's Eve and Christmas Eve fall on a Saturday or Sunday.

ARTICLE VI
VACATIONS

A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of 10 (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After twenty (20) years of service, one (1) additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis. For all employees hired after the signing of this contract, vacation days will be capped at 20 days after 20 years of service. Those exempt from this are employees hired before the signing of this contract that are promoted to titles covered by this agreement.
2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

4. The following requirements shall be met when requesting vacation time:

For requests of vacation time of:

- Less than 1 day – requests shall be made at least 24 hours in advance
- 1 through 4 days off – requests shall be made at least 48 hours in advance
- 5 through 10 days off – requests shall be made at least 2 weeks in advance
- 11 or more days – requests shall be made at least 4 weeks in advance

All requests shall be made in writing to the Department Head or designee and will be answered within 24 hours.

B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum or money equal to the compensation figured on his salary rate at the time of the death.

ARTICLE VII

PERSONAL DAYS

Employees shall give 48 hours notice where practicable, which may be waived in the event of an emergency. Every employee shall be allowed six (6) non-cumulative personal leave days with pay, one of which may be Martin Luther King Day.

ARTICLE VIII

BEREAVEMENT LEAVE

Each employee shall be entitled to bereavement leave of three (3) working days (to include date of funeral) in the immediate family. In the event the burial takes place out of state and outside a radius of 200 miles from West Milford, up to two (2) additional working days travel time may be taken. This leave shall be with pay. Deaths in the immediate family covered by this section shall mean spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, parents-in-law, sister/brother-in-law, daughter/son-in-law, aunts and uncles.

ARTICLE IX

LEAVES OF ABSENCE

- A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to applicable state of New Jersey Department of Personnel (formerly Civil Service) Rules for the State of New Jersey, revised November 30, 1973.
- B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the them appropriate rate of pay, with no loss of seniority, or other employee rights. Privileges and benefits shall be restored only upon return to work.
- C. Every employee shall be entitled to full pay if called for jury duty provided he/she endorses to the Township any payment for jury service.
- D. In the event of election to Union office an employee shall be entitled to one (1) year's leave of absence without pay or benefits, which may be renewed for one (1) additional year.
- E. In the event an employee is required by the Township to attend any educational or training courses he shall receive his full pay during such courses.
- F. One (1) Union delegate shall be entitled to up to five (5) days leave with pay to attend either a State of National Union convention each year.

ARTICLE X
SICK LEAVE

- A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to NJAC 4:1-1.1 et seq. of the State of New Jersey Department of Personnel (formerly Civil Service) Rules for the State of New Jersey, revised November 30, 1973.
- B. Service Credit for Sick Leave
1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
 3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.
- C. Amount of Sick Leave
1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
 3. Sick leave accrued subsequent to January 1, 1983 shall first be deducted from an employee's sick leave bank prior to the use of any other accrued sick leave.
 4. Any full-time employee may trade 80 hours (10 accrued sick leave days) for 40 hours (5 vacation days) annually provided he/she has a minimum remaining balance of 420 hours (60 accrued sick leave days) in the calendar year in which the trade is made, subject to the recommendation of his/her department head and approval of the Township Administrator. Such acquired vacation days shall be approved in advance as prescribed in Article VI and may not be accumulated beyond the year acquired.
- D. Reimbursement

1. An employee shall be reimbursed for accrued sick leave earned prior to January 1, 1983 at the time of termination of his employment in good standing at the rate of 10 dollars (\$10.00) for each unused sick leave day, and at the rate of twenty dollar (\$20.00) for each unused sick leave day earned on or after January 1, 1983. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.
2. Effective January 1, 1991 a full-time employee shall be reimbursed for accrued sick leave at the time of retirement, in the previously stated manner except that:
 - (a) When an employee does not use a sick leave day in any calendar year, the employee shall be reimbursed for those particular sick leave days at his/her current daily rate upon retirement.
 - (b) When an employee uses three (3) or less sick leave days in any calendar year, the employee shall be reimbursed at the rate of fifty (\$50.00) dollars for each unused sick leave day upon retirement.
 - (c) When an employee uses more than three (3) sick leave days in any calendar year, the employee shall be reimbursed at the rate of twenty (\$20.00) dollars for each unused sick leave day.
3. Any full-time employee at the time of retirement who has accumulated in excess of one hundred fifty (150) unused sick days shall receive a retirement bonus of \$500 in addition to any payment made pursuant to Section D.1 and D.2 of this Article.
4. In no case shall the total payment for unused sick leave time made pursuant to Sections D.1, D. 2 and D. 3 of this Article exceed \$15,000.

E. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.
 - (a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation.

F. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness should the Township deem it warranted.
 - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - (b) The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Union and a representative of the Township.
2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

G. Additional Sick Leave for Disability (Injury Leave)

Any employee who is injured and unable to work as the result of a reportable accident incurred while traveling directly to or from an emergency call-out or after working overtime shall be entitled to injury leave up to a maximum of one (1) calendar year from the date of the accident. The injury leave shall be granted only for injury or disability resulting from a reportable accident occurring within one (1) hour after employee notification of an emergency call-out or occurring within one (1) hour after a foreman's release for emergency call-out or overtime work. All unused sick time, vacation time or personal time must be utilized by the employee prior to receiving the additional sick leave. This provision shall be applicable only if such time or compensation is not provided by any other program or coverage. Disability shall be

determined by a physician specified by the Township.

ARTICLE XI
HEALTH BENEFITS

- A. Effective January 1, 2013, or as soon as practicable thereafter, the Township shall provide a fully paid hospitalization insurance program as set forth under the Aetna Preferred Plan or equivalent plan, to each qualifying employee and their dependents at the cost of the Township except as provided within the plan.

Union members may waive their right to health benefits, in which case the Township agrees to reimburse said employee 25% of the savings incurred by the Township with a maximum of \$4,000.00.

Union Members shall be provided the opportunity to enroll in other Health Benefit Plans offered through the North Jersey Municipal Employee Benefits Fund as set forth on the chart dated December 18, 2012, submitted as the Township's proposal of December 19, 2012, however each employee is obligated to pay the difference in the premium between the Aetna Preferred Plan and the plan chosen by said employee paying the established difference in premium subject to established classifications: Employee/single, Parent/child, Husband/wife, or Family. Said rates shall be posted in all places where notices to employees are posted and shall make immediate notification to the Union of any change in said rates. Payroll deductions for employees who are currently enrolled in the current UHC plans will not be altered during the months of January and February 2013, from those taken in 2012 in order to cover upgrade charges charged in 2012.

- B. Each qualified employee who retires shall be provided coverage under the same conditions as active employees, subject to the rules and regulations of the State of New Jersey.
- C. The employer reserves the right to substitute carriers whenever it determines that essentially similar benefits to the State Health Benefits Plan are provided, and such

benefits are equal to or better than those provided any other collective bargaining unit.

- D. The employees covered under this contract shall also be entitled to any dental benefit plan which provides benefits and coverages which are better than the plan set forth herein, whenever the Township provides such benefit plan to any other collective bargaining unit.
- E. The Township shall reimburse each full-time employee for up to \$250.00 per year for costs associated with eyeglasses and eye examination when the examination results in the need for new prescription glasses or contact lenses. This reimbursement can be used by either the employee, dependent or spouse. Any new eyeglass/contact prescription must be submitted with the request for reimbursement.

ARTICLE XII

SALARY GUIDE

- A. All employees covered by this Agreement shall be entitled to receive the following percentage increases in salary from 2010 through 2014:

2010 - 0.00%
2011 - 2.00%
2012 - 2.00%
2013 - 2.00%
2014 - 2.00%

- B. The act of implementing the above listed salary schedule does not include any promotional considerations.

ARTICLE XIII

LONGEVITY

A. Longevity payments based upon years of continuous uninterrupted service with the Township, shall be as follows:

After four (4) years of service	2% of base pay
After eight (8) years of service	4% of base pay
After twelve (12) years of service	6% of base pay
After sixteen (16) years of service	8% of base pay
After twenty (20) years of service	10% of base pay

B. Longevity payments will continue for existing employees only. All new employees hired after June 21, 1996, shall not be entitled to longevity payments.

C. Longevity shall not exceed \$10,000 per year.

ARTICLE XIV

FOLDING OF BENEFITS AND HOURLY RATES

A. Each employee covered by this Agreement shall have said individual's respective longevity folded in and made part of regular compensation, for the purposes of calculating pension and overtime.

B. The employee's regular hourly rate for all calculation purposes (including overtime rate) shall be determined by dividing the respective employee's annual base rate together with the employee's longevity by two thousand and eighty (2,080) hours.

ARTICLE XV

EDUCATIONAL BENEFITS (from WMMEG contract)

The Township of West Milford provides permanent full-time exempt employees with the opportunity to receive further training and education, which will improve both employee performance and the Township's government operations.

The Township of West Milford may bear one hundred percent (100%) of the cost of tuition, up to a maximum payment per year of three hundred dollars (\$300.00) per employee, if the following conditions are met:

1. The employee will assure the Township that he/she intends to remain in the employ of the Township of West Milford for at least three (3) years after the completion of the continued education program and shall agree in writing to reimburse the Township for any and all tuition costs expended in the event the employee leaves the employ of the Township within three (3) years for reasons other than lay-off or death.
2. He/she will submit a request to the department head for prior approval of the Township Administrator based on budget allocations, describing benefits to the jurisdiction. This request shall be submitted by the employee on or before November 1st prior to the preparation of the budget for the year in which such payment will be made.
3. Courses will be job-related and will be taken on employee's own time. If working toward a degree related to the employee's work, all courses required for the degree will be covered by this policy.
4. Reimbursement will be made at the completion of the course in which an employee has obtained a passing grade of "C" or better.
5. This does not relate to special courses, seminars, conferences or training sessions where the Township of West Milford may pay the full cost of registration or tuition expenses in accordance with approved budget allocations and prior approval of the Township Administrator.
6. The employee must request tuition assistance in writing providing an outline of the course of study. This request should be presented to the department head and be approved by the Township Administrator. Upon successfully completing the course, the employee must present a voucher and a copy of his/her final grade report to the Township for reimbursement.
7. Effective January 1, 1998, there shall be no set maximum payment for tuition. The other conditions of approval and procedure shall prevail.)
8. The Township shall reimburse an employee for any professional license or job certification required by the Township as part of the employee's work.

Reimbursement shall be made upon the presentation of a voucher, which is approved by the Township Administrator. This reimbursement does not include Personal Driver's License.

The Township of West Milford will bear the cost of tuition pursuant to the terms and conditions set forth below:

1. The Township will reimburse employees, earned with a "C" or better grade, per credit up to the per credit fee charged by the normal recognized field of study by the Rutgers State University for undergraduate studies.
2. The Township will provide reimbursement to an employee, provided the employee agrees and is expected to remain employed by the Township for three (3) years after the completion of attaining their degree.
3. The Township will not reimburse any employee for any credits not needed for an undergraduate degree or that are applied to a degree which is greater than a Bachelor of Science degree.
4. The Township will not reimburse the employee for any more than twelve (12) credits per year, or any credits which are, (1) not of significant benefit to the Township or (2) not related to the employee's current or prospective work with the Township unless justifiable in terms of a job-related undergraduate degree.
5. The parties agree that courses shall be taken on the employee's own time and no overtime shall result from non-mandatory education or training.
6. The employee shall notify the Township on or before November 1st of each year of their intent to enroll in courses during the following calendar year. The employee will be required to submit a request to his/her Department Head and the Township Administrator for their approval for their prior approval.

ARTICLE XVI

UNIFORM AND EQUIPMENT PROVISION

- A. Uniforms shall be provided to all employees within the bargaining unit at Township expense. The Township reserves the right to designate the uniform supplier and the uniform supplied must be worn by the employees.
- B. The Township shall purchase five (5) uniform sets for all employees (excluding mechanics) which the employees shall own and maintain each. The Township shall

enter a contract for uniform rental and maintenance for the mechanics to include eight (8) sets.

Five (5) summer "T" shirts shall be provided to employees to be worn during the months of June, July and August and the employee shall be responsible for laundering of same.

Each employee shall have a choice of a single heavy jacket each two (2) years or a light jacket annually, said articles of clothing to be provided by the Township.

The paint crew members shall each be provided with one (1) set of coveralls in each of the contract years.

The Township shall provide one (1) rainsuit for each employee every two years; the employees are responsible for their safekeeping.

- C. The Township shall make every reasonable effort to provide uniforms as required on or before May 15 for summer gear and October 15 for winter gear. Rain suits are considered summer gear.
- D. Each mechanic covered under this contract with four (4) years of service with the Township will receive four hundred twenty five (\$425.00) dollars each year as a tool allowance. The tool allowance will be payable as of June 1, of each year.

ARTICLE XVII

SAFETY AND HEALTH

- A. The employer shall at all times maintain safe and healthful working conditions, and shall furnish safety equipment, with safety apparel wherever required, and tools. The employer agrees furnish each employee with safety shoes at the employer's expense at a cost not to exceed \$200.00 per person per year for each year of this contract. The union may at their option choose to have each employee purchase their own boots and be reimbursed by the township up to \$200.00 per year, regardless of the number of pairs purchased. Proof of purchase of the boots is required to receive the reimbursement. The employer agrees to furnish employees a safety helmet. The employer agrees to furnish employees, where required, safety glasses, but with uncorrected lenses. Cost of the safety shoes, helmets, safety shoes, or other safety proceedings. Each foreman shall be responsible for all men in his district or under his supervision to wear helmets and vests.

- B. The Steward shall be the Union safety committee member. Such safety committee member shall meet periodically with the Public Works Director.
- C. The Garage Foreman will mark or clearly designate such vehicles or equipment as unsafe and maintain a list of such equipment at all times and be responsible for such designation or lack of designation. No vehicle so designated will be assigned to an employee.

ARTICLE XVIII

SENIORITY

- A. Seniority is defined as an employee's total length of permanent service with the employer, beginning with his original date of permanent hire and including service under EEA Title II or VI, regular PSE, of the CETA Program and JTPA.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.
- C. If a question arises concerning two or more employees who were hired on the same date the following shall apply: if hired prior to the effective date of this agreement, seniority preferences among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order of the employee's last name.
- D. In all cases of demotions, layoff, recall, vacation schedules, where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, subject to the grievance procedure.
- E. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.
- F. The employer shall promptly advise the appropriate Union representative of any changes, which necessitates amendments to the seniority list.

- G. Nothing herein shall in any way affect the rules of the State of New Jersey Department of Personnel (formerly Civil Service) insofar as Seniority, and the rules of the State of New Jersey Department of Personnel (formerly Civil Service) shall govern.

ARTICLE XIX

NO-STRIKE PLEDGE

- A. During the term of this Agreement, the Union agrees on behalf of itself, insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the Township agrees that it will not cause any lockout.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his 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. The Union agrees that such action would constitute a material breach of this Agreement.
- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in such activity by any Union member shall entitle the Township to invoke any of the following alternatives:
1. Withdrawal of Union recognition;
 2. Withdrawal of dues deduction privileges (if previously granted);
 3. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the State of New Jersey Department of Personnel (formerly Civil Service) law.
- D. 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 of damages or both in the event of such breach by the Union or its members.

ARTICLE XX

POSITION CLASSIFICATION AND DESCRIPTION

The classification (and job descriptions) for employees covered by this Agreement are attached hereto as Schedule A and C. Any additions or modifications are made to them

by the State of New Jersey Department of Personnel (formerly Civil Service), and adopted by the Township, shall automatically become part of this Agreement.

ARTICLE XXI
BULLETIN BOARD

A bulletin board shall be made available by the Township for the use of the Union at each principal work location for the purpose of posting Union announcements and other information of a non-controversial nature. The Township Administrator or his representative may have removed from the bulletin board any material that does not conform with the intent and provision of this Article.

ARTICLE XXII
UNION MEETINGS

Employees shall be entitled to hold a chapter membership meeting each calendar quarter (4 per year) on Township premises during the last hour of the normal day shift.

ARTICLE XXIII
DEDUCTIONS FROM SALARY

A. Union Dues

1. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA (RS) 52:14-15, 9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changes deduction.

3. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

B. Representation Fee

1. 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.
2. Any employee in the bargaining unit of the effective date of this Agreement who does not join within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of the initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessment. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

3. 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.
4. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township Administrator a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees the full amount of the representation fee and will transmit the amount so deducted to the Union. The Township assumes no liability for administrative oversight, errors or insufficient paycheck funds. The Union shall indemnify, defend and save harmless the township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Representation Fee.

ARTICLE XXIV

NON-DISCRIMINATION

- A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BAGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

PM

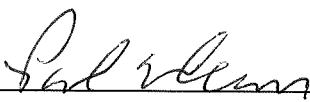
ARTICLE XXVII
TERM AND RENEWAL

This Agreement shall be full force and effect as of January 1, 2010 and shall be in effect to and including December 31, 2014. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days not later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in West Milford, New Jersey on this 6 day of MAY, 2013.


DEPARTMENTS OF PUBLIC WORKS,
PARKS AND RECREATION
TEAMSTERS LOCAL UNION 560

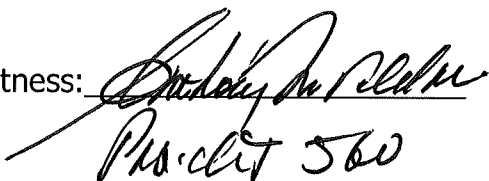
TOWNSHIP OF WEST MILFORD
PASSAIC COUNTY, NEW JERSEY

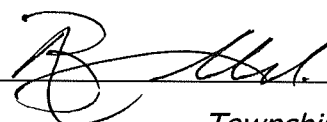
By: 
Steward

By: 
Mayor


Assistant Steward


Township Administrator

Witness: 
President 560

Witness: 
Township Clerk

SCHEDULE A

Pay Rate/Effective Dates

YEAR	1/1/10 (0% Increase)	1/1/11 (2% Increase)	1/1/12 (2% Increase)	1/1/13 (2% Increase)	1/1/14 (2% Increase)
Supervisor All Titles	\$33.16/hr.	\$33.82/hr.	\$34.50/hr.	\$35.19/hr.	\$35.89/hr.

Employees hired pursuant to public service employment programs shall be subject to the provisions for the federal funding of this program.

Summer seasonal employees are not within the scope of the bargaining unit.

Side Bar Agreement **SNOW REMOVAL REST PERIODS**

- A. On all call-ins before 2:00 a.m. following an eight (8) hour regular shift and crews work all night, excluding three (3) hour spot sanding call outs – plan takes effect.
- B. On call-ins after 2:00 a.m. crews will work until 3:30 p.m. (no early release).
- C. On all call-ins before 2:00 a.m. following an eight (8) hour regular shift and crews work all night, crews will be released at noon. If all sanding and plowing is complete or as soon as possible thereafter.
- D. It is understood, due to unexpected weather changes, we would be required to return to work, if road conditions warrant, after early release.
- E. It is also understood that two men would remain on duty until 3:30 p.m. on a rotating basis or anyone that did not report in for the callout would cover for any emergency regardless of location or geographical area. The two (2) men that remain until 3:30 p.m. for emergencies would not be required to return under the paragraph D provisions until 9:00 p.m. if needed.
- F. The employees who are released early shall not abuse the time of release for which they are being paid by the Township. For example, it shall be strictly prohibited that DPW personnel consume alcoholic beverages in a tavern or bar during this early release period of time.
- G. The Township Engineer or Director of Public Works may at his discretion initiate rest periods, early release for employees of the DPW where adverse health or driving safety is present or anticipated. This is not covered in the above paragraphs A, B, C, D, E, F.