

1982

A G R E E M E N T

Between

THE TOWNSHIP OF STAFFORD, *Twp. of*

AND

TEAMSTERS LOCAL #97 I.B.T.W.

Period: ~~X~~ January 1, 1982 to December 31, 1982

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AGREEMENT

This Agreement made this day of between the Township of Stafford of the State of New Jersey, a public employer with its main office at Town Hall, 775 E. Bay Avenue, Manahawkin, New Jersey, hereinafter referred to, as the Township and the Teamsters, Local 97, its New Jersey office at 853 Mt. Prospect Avenue, Newark, N.J. 07104, comprised of Stafford Township Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as a appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to, as the Union. Wherever the terms "Blue Collar" or "Blue Collar Employees" are used in the Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE I

PREAMBLE

This Agreement entered into by the employer and the Union has as its purpose the promotion of harmonious relations by the employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION CLAUSE

The Township recognizes the Teamsters, Local 97 as the exclusive representative of all Blue Collar Employees. Said Union is permitted to negotiate with the Township for the purposes provided for under Chapter 303, P.L., 1968, and Chapter 123, P.L., 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

The Township agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Township, during each calendar month, the amount of monthly Union dues. Dues shall be \$13.00 per month or such other amount as may be certified to the Township by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Secretary-Treasurer, Teamsters Industrial and Allied Workers Union, Local 97, 853 Mount Prospect Avenue, Newark, New Jersey 07104, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

ARTICLE IV

MAINTENANCE OF MEMBERSHIP

All employees covered by this agreement who have joined the Union as of the signing of this agreement or who shall join the Union during the life of this agreement shall remain members in good standing for the duration of this contract.

The Union shall notify the Township in writing of any member who fails or who refuses to abide by the provisions of the foregoing paragraph, and if such employee fails to comply with said provisions within ten (10) days from the time of such notification, he shall be subject to dismissal.

ARTICLE V

GRIEVANCE PROCEDURE

1. Definitions

A. Purpose : To provide

lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Township and the Union.

B. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or of policies, rules, and administrative decisions which govern the Township or disciplinary action.

C. A "grievant" is an employee who files a grievance.

D. "Representative" is a person or agent designated to represent either party in this procedure.

E. "Day" means a working day.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. Formal grievances and appeals shall be filed in writing.

D. Communications and decisions concerning form grievances shall be in writing.

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Township.

specified time limit shall render the grievance advanced to the next level.

III. Processing

A. Time limit - The number of days indicated at each level should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1

The grievant and his or her representative shall present a written statement of the alleged grievance to the Superintendent of Public Works. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance. The Superintendent of Public Works will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date on the grievance form.

C. Step 2

If the grievant is dissatisfied with the answer submitted by the Superintendent of Public Works the grievant and his or her representative may appeal the answer of the immediate supervisor within seven (7) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Township schedule a hearing before the Township Committee. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the immediate supervisor's decision at Step 1 of the process. The hearing granted by the Township will take place within fifteen (15) calendar days after the scheduled date is submitted to the grievant.

D. Step 3

If the grievant is still dissatisfied with the answer received from the Township Committee:

1. Within twenty (20) days of the decision of the Township Committee a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement.

2. Within ten (10) days of such notice of going to arbitration the parties shall meet to select an arbitrator. Every effort shall be made by both parties to select a local arbitrator mutually acceptable to both parties.

In the event that an agreement is not reached on the selection of a local arbitrator, the arbitrator shall be selected from a panel of one of the following three groups:

- Public Employees Relations Commission
- American Arbitrators Association
- Rutgers Labor and Management Institution

3. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing, and shall conduct such hearing.

4. The arbitrator's decision shall be binding on all parties to the grievance.

5. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

6. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement.

IV General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. The filing, pendency, or hearing of any grievance

shall not impede the normal management of the work force or operation of any of the Township's agencies.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Superintendent of Public Works will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

6. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Township's premises.

7. The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Township throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Superintendent of Public Works.

8. Saturdays, Sundays, and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.

9. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during

and of the preceding steps, such employees shall not lose pay for such time.

10. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

11. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

ARTICLE VI

SALARIES

Retroactive as of January 1, 1982, all employees covered by this Agreement shall have their base hourly rates increased by no less than seventy-three cents per hour to the rates stated below.

The salary rate schedule shall be as follows:

	1/1/81	Effective 1/1/82
Operator	7.50	8.23
Operator, L. Equipment	6.71	7.44
Drive	6.11	6.84
Mechanic	7.06	7.79
Assistant Mechanic	6.25	6.98
Laborer (Start)	4.62	5.35
Laborer (After 6 months)	5.18	5.91
Laborer (After 1 year)	5.73	6.46
Temp. Laborer	4.62	5.35
Landfill Checker	5.40	6.13
Bus Driver	5.45	6.46
Custodian	4.33	6.46

INSURANCE BENEFITS

A. BLUE CROSS, BLUE SHIELD and MAJOR MEDICAL - All employees covered by this contract shall be enrolled in the New Jersey Public & School Employees Health Benefits Act Plan of Blue Cross and Blue Shield Major Medical Series 750.

There shall be no change in the group Hospitalization Medical Plan, or any type of Medical plan paid by the employer on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

B. DENTAL - The employer agrees to pay the full insurance premium of dental insurance for the employees and his family. The terms and conditions of this Dental Insurance are those as set forth in the policy of International Health Care Services, Lincoln National Life Insurance Company or equivalent.

C. VISION - The employer agrees to pay the full insurance premium for a vision plan dealing with eye care and eye glasses known as Vision Service Plan of New Jersey.

D. PRESCRIPTION PLAN - Employer agrees to pay the full insurance premium of a certain prescription plan known as "Paid Prescriptions" which insurance plan will entitle employees to reimbursement for certain prescriptions.

E. LIFE INSURANCE - Employer agrees to pay 50% of the cost of providing employees with an insurance policy under the Public Employees Retirement System entitling employee to a death benefit of three times (3x) his salary.

The employee's fifty (50%) per cent contribution is at his option after one year of employment with the Township.

The benefits under the Vision and Prescription Plans set forth in C and D above shall not be retroactive to January 1, 1982 but shall begin as of the time they are obtained by the Township which shall obtain same as soon as reasonably possible.

ARTICLE VII-A

PROBATIONARY STATUS

All new employees shall be considered as probationary for a period of one year and may be discharged prior to the expiration of said one year period by the Township without cause. Said one year probationary period may be extended by mutual consent of the parties hereto and the Union agrees not to unreasonably withhold its consent to reasonable extensions of said probationary period. This probationary period does not effect temporary, seasonal or part-time employees. Those employees fitting this category will continue on an as-needed basis.

ARTICLE VIII

SICK LEAVE

All employees shall be entitled to fifteen (15) sick days per year. Sick leave will accumulate and an employee will be paid for, up to a maximum of fifty-five (55) days, upon retirement.

All employees shall be eligible for paid disability absence of up to thirteen (13) weeks after one year of service and up to twenty-six (26) weeks after ten (10) years of service.

Disability status (inability to work) must be certified at the Township Committee's request by the Township Physician as a result of consultation with the employees personal physician. A disability absence is a period of continuous absence in excess of one week.

ARTICLE IX

VACATION

A. The Township vacation plan shall be as set forth below:

After one (1) year employment.....	Ten (10) Working Days
Two (2) years employment.....	Eleven (11) Working Days
Three (3) years employment.....	Twelve (12) Working Days
Four (4) years employment.....	Thirteen (13) Working Days
Five (5) years employment.....	Fourteen (14) Working Days
Six (6) years employment.....	Fifteen (15) Working Days
Seven (7) years employment.....	Sixteen (16) Working Days

B. Earned vacations may be accumulated up to a total of forty-eight (48) days.

C. Peak time scheduling - It is recognized that the summer months of employment are the peak work time of the Township. The peak time period shall be from, Memorial Day to Labor Day. During this period of time, one employee shall be allowed to schedule one week of his vacation. The employee with the most seniority who desires to schedule during this period, shall have first preference. The Superintendent - Public - Works, at his discretion may allow more than one employee at a time to schedule his vacation during the peak period if, in his judgment, he deems that such absence would not impede the efficiency of the work.

D. Whenever more than one (1) employee within a job classification requests vacation at a job location, at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first.

Employees continuously laid-off for a period of two (2) years or more shall not be entitled to recall.

ARTICLE X

PERSONAL LEAVE

Each employee shall be eligible for three (3) days personal leave which may be used for personal business. Personal leave time shall not be accumulated. Except in emergency situations, employee shall submit his request to his supervisor forty-eight (48) hours in advance of his intent to take his personal leave.

ARTICLE XI

LEAVE OF ABSENCE

Leaves of Absence for reasonable purposes may be granted for, up to one year at the discretion of the employer.

ARTICLE XII

BEREAVEMENT PROVISION

All employees shall receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister, sister-in-law, grandparent, and any other member of the immediate household. Such leave being separate and distinct from any other leave time. All such leaves will not be taken until the immediate supervisor is notified of the instance of bereavement.

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ARTICLE XIII

HOLIDAYS

The present holiday schedule in effect and set forth below will be continued:

- | | | |
|-----------------------|----------------------|--------------------|
| New Years Day | Labor Day | Christmas Day |
| Lincoln's Birthday | Columbus Day | MUNICIPAL ELECTION |
| Washington's Birthday | Veteran's Day | |
| Good Friday | Primary Election Day | |
| Memorial Day | General Election Day | |
| Independence Day | Thanksgiving Day | |

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BAC
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48

ARTICLE XIV

OVERTIME

A. The regular work week will be from Monday to Friday, eight (8) hours per day, forty (40) hours per week.

B. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half in pay after eight (8) hours per day or forty (40) hours per week of work have been completed.

OVERTIME -CONT'D

C. If an employee is required to work on Sunday or a Holiday, he shall receive double time for all hours worked.

D. The next time a vacancy occurs in the position of Landfill Checker the regular work week will be changed to forty (40) hours.

ARTICLE XVJOB CLASSIFICATIONS

A. If in the event an employee is assigned to perform work in a job classification higher than his title for more than five (5) working days, he shall be paid at a rate of pay at the higher wage scale at the corresponding step at which he is employed.

B. An employee assigned to fill a higher level position which is considered permanent shall not be reduced to the lower level position after ninety (90) days except for cause. This does not apply to seasonal employment or the filling of vacancies caused by leave of absence.

C. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

ARTICLE XVIEMERGENCY CALL-IN-PAY

Any employee who leaves his work station and is called to return to work from his or her home shall be compensated with a guarantee of four (4) hours work upon the employee's return to his or her work location for the call-in-work assignment. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate of the time of call-in.

EMERGENCY WORK

Whenever employees are required to work in an emergency situation there shall be at least two (2) employees working at all times. Emergency situations shall constitute all snow removal work and any other job situations designated as emergency by the Superintendent - Public Works.

ARTICLE XVIII

SENIORITY

A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

B. Seniority is defined as continuous unbroken service with the employer except where bridging of service is mutually agreeable to both parties.

C. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles. In all instances employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job. The employer will provide reasonable training before eliminating any employee otherwise entitled to promotion.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible.

SENIORITY-CONT'D

E. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such a period of time the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Township Committee shall have the right, at their discretion, to fill any temporary job opening by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Township Committee at their discretion, may fill such permanent job opening or vacancy.

F. No employee shall be given a permanent transfer without reason or cause and shall be granted a ten (10) day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his immediate supervisor or the Township Committee. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Township Committee decides not to transfer the employee, then the vacancy shall be filled through the provisions established through the job posting procedure as agreed to in this contract.

G. When the Township Committee decides to reduce the number of employees in any particular job title, the employee or employees with the least seniority shall be laid off first. In all instances, employees must possess the skill, ability and knowledge to perform the duties of the job:

H. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available.

ARTICLE XIXOVERTIME ROTATION

Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

ARTICLE XXNON-DISCRIMINATION

No employee will be discriminated against because of race, creed, color, religion, sex, age, or marital status.

ARTICLE XXIBULLETIN BOARDS

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Committee in charge of Road Department.

ARTICLE XXIIFOUL WEATHER GEAR

The Township will provide each employee with foul weather gear, including galoshes and rain proof gloves. The Township shall make replacement of foul weather gear after a period in which such gear wears out under normal wear and tear. The employees will be responsible for keeping gear in a usable condition subject to normal wear and tear.

ARTICLE XXIIIPROTECTIVE CLOTHING

Effective January 1, 1981 the Township will pay each employee in the bargaining unit the sum of One-Hundred and Seventy-Five Dollars (\$175.00) per year for the purchase and maintenance of protective clothing.

ARTICLE XXIVLONGEVITY INCREMENT

Each employee shall receive an increment based on the number of years of service continuously with the Township as follows:

- A. 1.5% of base salary on the 10th anniversary of continuous employment with Township.
- B. Additional 1.1% of base salary on the 15th anniversary of continuous employment with Township.
- C. Additional 1.1% of base salary on 20th anniversary of continuous employment with Township.

ARTICLE XXVFULLY BARGAINED CLAUSE

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part, until the expiration of said Agreement.

ARTICLE XXVISEVERABILITY CLAUSE

If any part, clause, portion of Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion of Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXVIIPAST PRACTICE CLAUSE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 1982 and shall remain in full force and effect until December 31, 1982 and is the full and complete agreement between the parties.

This Agreement shall continue from year to year unless either party requests in writing one-hundred-twenty (120) days prior to its termination a modification or revision of the terms and conditions as set forth.

Witness thereof the parties have hereunto set their hands and seals in Stafford Township in Manahawken, New Jersey on this 18th Nov day of 1982.

ATTEST: TEAMSTERS, LOCAL 97 OF N.J.

ATTEST: STAFFORD TOWNSHIP
COMMITTEE

Arnold Rose
PRESIDENT

Wesley B. B...
MAYOR

Thomas A. Donohue
SECRETARY-TREASURER

Andrew S. ...
REPRESENTATIVE

ATTEST:
Clara H. Waver
TOWNSHIP CLERK