

Agreement

Between

**Township of Teaneck
Bergen County, New Jersey**

and

**Local 108 Public Employees Division
RWDSU, UFCW**

Representing

Managerial and Supervisory Employees

January 1, 2010 - December 31, 2011

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PREAMBLE

This agreement made this _____ day of June , 2011 between the Township of Teaneck, Bergen County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as "TOWNSHIP", and Managerial and Supervisory Employees for the Township of Teaneck, affiliated with Local 108 Public Employees Division, RWDSU, UFCW, a representative of certain employees of the Township hereinafter referred to as "UNION".

ARTICLE I

RECOGNITION

- A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated September 2, 2008, the Township recognizes the Union as the exclusive collective negotiations agent for all supervisory employees of the Township of Teaneck, including tax assessor, construction official/zoning officer, assistant construction official, tax collector, assistant tax collector, health officer, assistant health officer, municipal court administrator, municipal engineer, superintendent of public works, assistant superintendent of public works, director of public works, assistant director public works, manager motors, assistant public works superintendent, purchasing agent, superintendent of recreation and assistant superintendent of recreation. Excluded from the Union are all managerial executives within the meaning of the Act, non-supervisory employees, professional employees, craft employees, confidential employees, deputy municipal manager, chief financial officer, assistant chief financial officer, municipal clerk, senior clerks, management information systems specialist and all other employees employed by the Township of Teaneck.

- B. Whenever the term "Employee or Employees" is used herein it shall be construed to mean employees covered by this Agreement.

ARTICLE IICOLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to wages and negotiable terms and conditions of employment or other articles within this agreement shall be conducted by the duly authorized negotiating agent of each of the parties involved.
- B. Collective negotiating meetings shall be held at time and places mutually convenient to both parties, at the request of the Township or the Union.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of four (4), not more than one (1) from each department, will be excused from their Township work assignment by the Township provided their absence will not interfere with the Township's operations. The Township Manager will make the determination of whether the absence of these employees is interfering with the Township's operations. Such employees would suffer no loss of regular straight time pay until a grand total of forty (40) hours duty time has been missed by the employees participating in such negotiating meetings inclusive of preparation in connection with such meetings. The Township Manager may, in his/her discretion, waive the time limitation.
- D. The duly authorized negotiating agent of either the Township or the Union is not required to be an employee of the Township.
- E. No Union member or officer or authorized representative shall conduct any Union business on Township time except as specified in this Agreement.
- F. The Union will notify the Township of its official employee representatives elected from the bargaining unit. Only those representatives elected, in order of rank may confer with the Township. The Township acknowledges the right of the Union to select a representative who is not an employee to participate in such conferences as may occur between the Township and the Authorized Representative on matters related to grievances, negotiations or other matters. However, the participation of such duly authorized negotiating agent or Authorized Representative shall not interfere with such conference, grievance, negotiation or other matters.
- G. The Township agrees that it will permit the Authorized Representative, or a pre-designated assistant, but not both, to take a reasonable amount of time from the job to confer with management on, or to investigate grievances and conduct

Union related business, without loss of pay, provided prior arrangements to be excused are made with the Township Manager.

- H. Effective with the signing of this Agreement, the president will be allowed time off with pay, to attend Union related seminars or conventions, not to exceed two (2) days per calendar year, with written notification to the Township Manager ten (10) days prior to such seminars or conventions.
- I. The Township agrees that it will permit the Union to use the Municipal Building Conference Room or a large room at the Richard Rodda Center Facility for Union related business meetings, provided the Union has received the prior written permission of the Township Manager or his/her designee to use the Municipal Building Conference Room or Rodda Center and provided the meetings are held after Township business hours.

ARTICLE III

MANAGEMENT RIGHTS

- A. Except as provided in this Agreement, the Union recognizes that the management and direction of the work force is vested exclusively in the Township including, but not limited to: the right to schedule work; to assign work and working hours to employees; to establish and change work schedules; to establish quality and production standards; to establish the most efficient utilization of employee services including the use of apprentices within their craft; to hire, transfer between assignments, layoff or relieve employees from duty because of lack of work; to select, install and use equipment; to eliminate or change equipment; and to create or eliminate any or all operations or job classifications. The Township shall have the right to make and enforce reasonable rules for the conduct of employees not inconsistent with the provisions of this Agreement.
- B. Except as provided in this Agreement, the Township shall have the sole right to direct and control its employees. The Township reserves the right, which right is hereby recognized by the Union, to determine the size and requirements of the work force, to schedule employees, hire, retain, promote, demote, transfer between assignments, layoff, or rehire according to the requirements of its business and according to skill and efficiency. The Township shall have the right to suspend or discharge regular full-time employees for cause subject to the grievance and arbitration provisions of this Agreement. Temporary and probationary employees can be terminated at the discretion of the Township without appeal by the Union.

ARTICLE IV

NO STRIKE/NO LOCK-OUT

- A. During the term of this Agreement and any written extension thereof no Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Township.
- B. During the term of this Agreement and any written extension thereof the Union, its Officers, agents, representatives, and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of the Township; or ratify, condone or lend support to any such conduct or action.
- C. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Township occur, the Union within twenty-four (24) hours of a request by the Township shall:
1. publicly disavow such action by the Employees;
 2. advise the Township in writing that such action by Employees has not been called or sanctioned by the Union;
 3. notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and
 4. post notices on the union bulletin boards advising that it disapproves of such action, and instruct such Employees to cease such action and return to work immediately.
- D. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment or any other appropriate, lesser form of discipline.

ARTICLE V

NON-DISCRIMINATION

The Township agrees that it will not discriminate against any employee on the basis of race, color, creed, national origin, age, gender, disability, sexual preference, marital status, union membership, union activity, political affiliation or any other criterion prohibited by law.

ARTICLE VI**DUES CHECK OFF**

- A. Upon receiving the voluntary authorization and assignment of an employee covered by this Agreement, the Township agrees to deduct from the pay periods of each month, uniform membership dues, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension of renewal thereof. The Township shall promptly remit monthly, all amounts so deducted to the Treasurer of the Union.
- B. Any changes in monthly dues will be certified in writing by the President of the Union or his/her designee.
- C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township through error or oversight, failed to make the deduction in any monthly period.
- D. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- E. The deduction shall commence for each employee who elects not to become a member of the Union, on the first of the month following thirty (30) days written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month of the following sixty days of employment.
- F. The fair share fee for service rendered by the Union, shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Union, less the cost of benefits financed through the dues available only to the members of the Union, but in no event shall the fee exceed eighty five (85%) percent of the regular membership dues, fees and assessments.
- G. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

- H. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. The appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

- I. The Union shall indemnify, defend and save the Township harmless against any 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 of the fair share assessment information as furnished by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.
- B. The procedure for settlement of "grievances" as defined in Section A above shall be as follows:
1. Step One

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, (1) an Assistant Department Head shall discuss it informally with the Department Head, but, in the event that the issue involves the Department Head, the grievance shall be filed directly with the Township Manager or his/her designee, or (2) a Department Head shall discuss it informally with the Township Manager. The Department Head or Township Manager or his/her designee, as the case may be, shall decide the grievance within ten (10) working days after the grievance is first presented to him/her.
 2. Step Two

If the Union or individual wishes to appeal the decision of the Department Head only, it shall be presented in writing to the Township Manager or his/her designee within five (5) working days. This presentation shall include copies of all previous correspondence relating to this matter in dispute. The Township Manager and or his/her designee shall give the Union and individual an opportunity to be heard and will give his/her decision in writing within ten (10) working days of receipt of the written "grievance" or complaint. If the Employee discussed the matter directly with the Township Manager, as outlined in Step One, an appeal only by the union would be taken directly to Step Three.
 3. Step Three - Arbitration
 - a. If no satisfactory resolution of the "grievance" is reached in Step One in the case of a discussion directly with the Township

Manager, or in Step Two, then within ten (10) working days of the "grievance," the Union only may initiate a filing before the Public Employment Relations Commission (PERC) for selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon all parties involved. The expense of such arbitration shall be borne equally by the parties involved.

- b. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Township Manager on the "grievance". Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision of PERC or the Civil Service Commission of the State of New Jersey may be submitted to arbitration.
- c. The Arbitrator shall have no authority to add to or subtract from, or in any way alter the provisions of this Agreement.
- d. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.
- e. The award of an arbitrator upon any grievance subject to arbitration, as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way, alter the provisions of this Agreement.
- f. Employees who file grievances or on whose behalf grievances are filed, will be permitted to attend grievance and arbitration proceedings without loss of pay. Employees called as witnesses during arbitration proceedings will be permitted to attend such proceedings without loss of pay. Each party to the proceeding shall bear the expense of preparing and presenting its own case. If either party requests the hearing be transcribed, such party shall bear the costs associated therewith.
- g. Grievance and arbitration meetings and hearings shall be held during normal working hours and at mutually acceptable times and places. Requests for employee representatives and witnesses shall be made to the Township Manager in writing by no later than three (3) days prior to the date of the meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties' witnesses and the needs of the Township.

- C. Any employee covered by this Agreement shall have the right to process his/her own "grievance" or complaint through Step 1-2 in accordance with the provisions of this Article. However, only the Union shall have the right to pursue the matter to arbitration.
- D. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step of the Grievance Procedure, then it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the "grievance" or complaint at any step in the Grievance Procedure.

ARTICLE VIIIPERSONNEL FILES

- A. A separate official personnel file shall be established and maintained for each Employee covered in this Agreement. Personnel files are confidential records and shall be maintained in the office of the Township Manager or in a secure location as designated by the Township Manager. Personnel files that may be kept by Department Heads shall not be deemed to be part of the Employee's official personnel history file.
- B. Any Employee may, by appointment, review his personnel file but this appointment for review must be made through the Township Manager or his/her designee, and such review will be conducted in the presence of the Township Manager or his/her designee.
- C. Whenever a written complaint concerning an Employee or his/her actions is placed into the personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his file. Upon request, such written complaints may be removed from the personnel file after a two (2) year period in which no additional complaints of that nature have been filed.

ARTICLE IX

BULLETIN BOARDS

The Township shall supply plexi-glass enclosed, locked bulletin boards for the posting of notices and bulletins pertaining to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives, after obtaining the prior written approval of the Township Manager. No material shall be posted that is deemed by the Township, in its sole and absolute discretion, to be inflammatory, salacious or controversial. The Union shall retain possession of the key to such bulletin board, with the Township Manager provided a copy of the key.

ARTICLE X**HOURS OF WORK**

- A. The standard weekly work schedule for all full time employees that work at the Municipal Building shall consist of four (4) days of eight and three-quarter (8.75) hours each with a minimum of thirty-five (35) hours per week unless otherwise directed by the Township Manager.
- B. The normal work week for all full time employees that work at the Municipal Building, will be from Monday through Thursday. However, the Township may schedule other work weeks provided that a reasonable amount of notice is given to the employee or employees involved, and the proposal is discussed with the Union in advance.
- C. Employees covered by this Agreement who are working a four-day schedule are entitled to receive a half-hour (1/2) lunch break, and may be required to work through lunch break if directed by Township Manager.
- D. All full-time employees covered by this Agreement shall receive a 15 minute break in midmorning without loss of pay. An employee may take a 15 minute break in mid-afternoon subject to the prior approval of the Department Head or Township Manager, in the Department Head's or Township Manager's absolute discretion. Employees working a four-day schedule may choose to utilize their mid-afternoon fifteen (15) minute break period to extend lunch to forty-five (45) minutes, subject to the prior approval of the Department head or Township Manager, in the Department Head's or Township Manager's absolute discretion.
- E. The normal workweek for employees assigned to the Department of Public Works shall be Monday through Friday or five (5) consecutive days in a seven (7) day time period, with a minimum of forty (40) hours per week, with a half hour (1/2) hour lunch, unless otherwise required by the Township Manager. However, the Township may schedule other work weeks provided that a reasonable amount of notice is given to the employee or employees involved, and the proposal is discussed with the Union in advance.
- F. The normal workweek for employees assigned to the Department of Recreation shall be Monday through Friday or five (5) consecutive days in a seven (7) day time period, with a minimum of thirty-five (35) hours per week, with a one (1) hour lunch, unless otherwise required by the Township Manager. However, the Township may schedule other work weeks provided that a reasonable amount of notice is given to the employee or employees involved, and the proposal is discussed with the Union in advance.

ARTICLE XI

WAGES

- A. All employees shall receive the following annual salary increases and/or raises effective and retroactive to the date noted:
1. Schedule A represents current salary ranges as of January 1, 2009.
 2. Effective and retroactive to January 1, 2010, the salary schedule for all employees represented by the Union will be increased by 2.9% as shown on Schedule B.
 3. Effective and retroactive to January 1, 2011, the salary schedule for all employees represented by the Union will be increased by 2.0% as shown on Schedule C.

ARTICLE XIIHOLIDAYS

- A. The following days are designated as paid holidays, if approved by the Township Manager, for all full time employees represented by this Union:
1. New Years Day
 2. Martin Luther King's Birthday
 3. Lincoln's Birthday
 4. Washington's Birthday
 5. Good Friday
 6. Memorial Day
 7. Fourth of July
 8. Labor Day
 9. Columbus Day
 10. Veterans Day
 11. Thanksgiving Day
 12. Day after Thanksgiving Day
 13. Christmas Day
- B. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. Employees are required to work the last scheduled workday prior to the holiday and the first scheduled workday following the holiday in order to be paid for the holiday, unless the employee is on an approved leave on such days.
- D. For Employees operating on a four (4) day work schedule, if a holiday falls on a Friday, the employee will be provided with a floating holiday to be scheduled prior to the end of the calendar year, with the prior approval of the Township Manager.

ARTICLE XIII**VACATIONS**

- A. All Assistant Department Heads and other employees of this bargaining unit other than Department Heads shall be granted the following annual leave for vacation purposes on a calendar year basis with pay:

<u>Years of Service</u>	<u>Vacation Time</u>
To the end of the first calendar year	7 hours per full working month of service
1 to 5 years service	91 hours of vacation time
6 to 10 years service	105 hours of vacation time
11 to 15 years service	119 hours of vacation time
16 to 19 years service	133 hours of vacation time
20 to 21 years of service	147 hours of vacation time
22 years of service	154 hours of vacation time
23 years of service	161 hours of vacation time
24 years of service	168 hours of vacation time
25 years of service	175 hours of vacation time

- B. All Department Heads, included in this unit shall be granted the following annual leave for vacation purposes on a calendar year basis with pay:

<u>Years of Service</u>	<u>Vacation Time</u>
First year	7 hours per full working month of service
1 to 5 years service	105 hours of vacation time
6 to 10 years service	119 hours of vacation time
11 to 15 years of service	133 hours of vacation time
16 to 19 years service	147 hours of vacation time

20 years service	154 hours of vacation time
21 years of service	161 hours of vacation time
22 years of service	168 hours of vacation time
23 years of service	175 hours of vacation time
24 years of service	182 hours of vacation time
25 years of service	203 hours of vacation time

C. All Assistant Department heads of DPW shall be granted the following annual leave for vacation purposes on a calendar year basis with pay:

<u>Years of Service</u>	<u>Vacation Time</u>
To the end of the first calendar year	8 hours per full working month of service
1 to 5 years service	104 hours of vacation time
6 to 10 years service	120 hours of vacation time
11 to 15 years service	136 hours of vacation time
16 to 19 years service	152 hours of vacation time
20 to 21 years of service	168 hours of vacation time
22 years of service	176 hours of vacation time
23 years of service	184 hours of vacation time
24 years of service	192 hours of vacation time
25 years of service	200 hours of vacation time

D. All Department Heads of DPW shall be granted the following annual leave for vacation purposes on a calendar year basis with pay:

<u>Years of Service</u>	<u>Vacation Time</u>
To the end of the first calendar year	8 hours per full working month of service
1 to 5 years service	120 hours of vacation time

6 to 10 years service	136 hours of vacation time
11 to 15 years service	152 hours of vacation time
16 to 19 years service	168 hours of vacation time
20 years of service	176 hours of vacation time
21 years of service	184 hours of vacation time
22 years of service	192 hours of vacation time
23 years of service	200 hours of vacation time
24 years of service	208 hours of vacation time
25 years of service	232 hours of vacation time

- E. A new employee shall begin accruing vacation leave on the 1st day of the month following his/her starting date. Vacation leave may not be taken until the calendar year following the year in which it was earned.
- F. The Township Manager may grant a one-time allotment of up to ten days vacation, for Department Heads who are hired from outside the organization. These days will be available for use during the Department Head's first year of employment, or as determined by the Township Manager.
- G. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding calendar year only and shall be scheduled to avoid loss of leave in accordance with N.J.A.C. 4A:6-1.2(F).
- H. Vacation leave of Department Heads shall be requested in writing at least two (2) days in advance and must be approved by the Township Manager.
- I. Employees separated in good standing, who have credited vacation leave time, shall be paid accrued vacation leave time at the salary at the time of separation.
- J. Vacation time will be forfeited if at least seven (7) days notice of intention to terminate employment is not given, in writing to the appropriate Department Head, of the intention to terminate employment. All or part of this requirement may be waived at the Township Manager's discretion.
- K. Employees promoted into the Unit shall have their vacation time grandfathered and will not suffer a reduction in vacation time due to their promotion.

ARTICLE XIV

SICK AND PERSONAL LEAVE

- A. Sick leave is defined to mean an absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. Immediate family shall be defined as spouse, children, mother, father, brother or sister of the employee, or of employee's spouse living as a permanent member of the employee's household.
- B. Each employee shall in addition to his or her annual vacation leave with pay, be granted sick leave as hereinbefore defined, with pay, of not more than one working day for every month of service during the remainder of the first calendar year of service following appointment. New employees shall receive one working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month and one-half (1/2) day if they begin on the 9th through the 23rd day of the month. In addition, thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with fifteen working days. Sick leave may be converted from days to an hours equivalent as necessary depending on operational needs.
- If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and such employee shall be entitled to such accumulated leave of absence with pay if and when needed.
- C. Assistant Department heads may charge to his/her personal leave a maximum of three (3) days each year for the purposes of attending funerals, weddings, religious days or other personal obligations not elsewhere provided for herein. Any additional days are to be charged against vacation time. Department heads may charge to his/her personal leave a maximum of four (4) days each year for the purposes of attending funerals, weddings, religious days or other personal obligations not elsewhere provided for herein. Any additional days are to be charged against vacation time.
- D. An employee who has used all accumulated vacation and sick leave and who requires additional sick leave because of injury or illness not arising or resulting from employment with the Township may apply to the Township Council for consideration of extension of sick leave subject to the following limitations:
1. Fifteen (15) additional days sick leave for employees who have completed at least one and no more than fifteen (15) years of service.

2. Forty-five (45) additional days sick leave for employees who have completed at least fifteen (15) years of service.
 3. Such extension may be granted for each major injury or illness but not more than three times in the employee's total service.
- E. When an employee does not report for duty for a period of greater than three (3) consecutive work days or totaling more than ten (10) work days in one calendar year because of sickness as defined above, the employee shall show proof of his/her inability to work by submitting to the Township Manager upon request, a certificate, signed by a physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his or her job.
- F. Employees may utilize sick leave in incremental units. A full day sick leave shall be charged for an absence from work for more than one-half of the employee's scheduled daily work hours.

ARTICLE XV

BEREAVEMENT LEAVE

- A. All employees covered in this Agreement shall receive up to three (3) consecutive working days for death in the immediate family to be taken in conjunction with the funeral. Immediate family shall be defined as spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, grandchildren, stepparents and stepchildren of the employee or of the employee's spouse.
- B. The parties agree that in order for the employees to be eligible for bereavement leave as a domestic partner, he/she shall comply with the applicable provisions of the New Jersey Domestic Partnership Act, N.J.S.A. 26:8A-1 et seq. Specifically, in order to form a domestic partnership under the Act, both persons must: (i) share a joint residence and be otherwise jointly responsible for each other's common welfare, as evidenced by joint financial arrangements or joint ownership of real or personal property; (ii) agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of 18, be of the same sex, and not have been a partner in a prior domestic partnership in the past 180 days; and (iii) jointly file an Affidavit of Domestic Partnership with the local registrar. The Township Manager reserves the right to request verification from an employee and domestic partner to determine whether they have met the requirements of this paragraph.

ARTICLE XVI

JURY LEAVE

- A. Employees covered under this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury duty.
- B. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury duty service less than the amount of per diem fee he/she receives as shown on the statement issued to the juror by the sheriff or other court officer making payment of juror fees and/or subpoena fees, if the Township so desires.
- C. Employees must notify the Township Manager and/or his/her designee within forty-eight (48) hours following receipt of the summons for jury duty.
- D. When jury service is completed prior to 12:00 noon, the employee is required to telephone his/her immediate supervisor and report to work if directed to do so.

ARTICLE XVII**MILITARY LEAVE**

- A. When an employee who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave will be with full pay except that a member of the New Jersey National Guard will receive full pay for the first ninety (90) days. (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary). The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time.
- B. Employees on military service will also continue to receive paid health insurance coverage during the period of military leave. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.
- C. This leave of absence without loss of pay shall not apply to weekend training except for any employees who regularly work weekend schedules.
- D. Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.
- E. The Township of Teaneck shall adhere to Federal and State guidelines for rules pertaining to military leave.

ARTICLE XIII

TERMINAL LEAVE

- A. Terminal leave will be based upon 50% of the accumulated sick leave time for employees who have completed twenty-five (25) years of service with the Township at the time of retirement.
- B. For employees who retire before completion of twenty-five (25) years of service or resign with at least fifteen (15) years of service, terminal leave will be based upon the ratio of their number of months of service to 300 months of service.
- C. In case an employee dies before retirement, the value of accrued sick leave will be paid to the employee's estate on the basis of the terminal leave formula as hereinbefore explained.
- D. This amount shall not exceed \$15,000 for all employees newly hired after September 1, 1989.

ARTICLE XIXLEAVE OF ABSENCE

- A. Any employee covered by this Agreement may take a leave of absence without pay from his/her duties, if recommended and approved by the Township Manager. The leave of absence shall not exceed thirty (30) calendar days per request. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused time to his/her credit; nor shall any benefits accrue to the credit of the employee during the period of said leave. The employee shall sign an affidavit wherein he/she shall state that during the period of leave of absence the employee shall engage in no remunerative employment.
- B. Employees returning from authorized leave of absence without pay as set forth in this Agreement shall be restored to their original classification at the appropriate rate of pay, with no loss of seniority or other Employee rights, privileges, or benefits provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.
- C. Any full-time employee covered by this Agreement may request an extension of up to an additional thirty (30) calendar days of unpaid leave, to be approved at the discretion of the Township Manager.

ARTICLE XX**HEALTH INSURANCE**

- A. Employees and their eligible dependents shall receive paid hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey, or its equivalent at the Township's option.
- B. Employees and their eligible dependents shall receive a dental plan at Township's cost. The dental plan will include orthodontics and be an optimal or preferred plan.
- C. Employees and their eligible dependents shall receive a vision care plan at the Township's cost. The vision care plan shall be an optimal or preferred plan.
- D. Employee's shall contribute 1.5% of base salary, by direct deduction from paycheck, for medical benefits. Contributions shall be made on a pretax basis as provided by law.
- E. Medical Benefits on Retirement

Qualifying Department Heads, who do not receive any compensation/recognition for length of service to the Township of Teaneck, shall be eligible to receive paid medical benefits on retirement as follows:

- i. Retire with at least twenty-five (25) years of service to the Township of Teaneck; and
- ii. The retired employee and their eligible spouse shall be covered until he/she is eligible for Medicare or eligible to receive paid medical benefits from another source, whichever comes first. In no such case shall an employee's spouse be eligible for paid medical coverage once the employee is eligible for Medicare. Coverage at the expense of the Township shall cease upon the death of the eligible employee.
- iii. The effective date of this program is June 1, 2003, upon approval of the NJ State health Benefits Program.

ARTICLE XXI

LIFE INSURANCE

- A. A beneficiary designated by the employee shall receive \$10,000 upon the death of an active employee.
- B. The Township agrees to provide an additional \$5,000 death benefit for death in the line of duty to all employees covered under this Agreement at no cost to the employee, either through life insurance policy or self insurance program.
- C. Employees shall not be entitled to continue under the Township's life insurance upon retirement.

ARTICLE XXIITRAINING

- A. The Township may assume the tuition cost of training courses taken by employees of the Township or courses required for Township employees to retain his/her professional license and /or certification, provided the employee first obtains the prior written approval of the Township Manager and further provided the training course or license/certification course is of benefit to the employees and to the Township, in the sole and absolute discretion of the Township Manager.
- B. Participation in and successful completion of special training courses may be considered in making advancements and promotion. Evidence of such activity shall be filed by the employee with his/her Supervisor, to be forwarded to the Township Manager.
- C. An employee covered by this Agreement and assigned to the four day workweek who has been preapproved to attend a Seminar or Training class on a Friday, when the employee would otherwise not be scheduled to work due to the institution of the four-day workweek, will receive time off at a rate equal to the time spent at the Training, on a day when the employee is scheduled to work, subject to prior approval of the Township Manager.

ARTICLE XXIII

CAR ALLOWANCE

1. Employees set forth on the attached Schedule D will receive a car allowance as set forth on the attached schedule.
2. The Township Manager retains the discretion to discontinue car allowances, and will provide the Union with thirty (30) days prior written notice of the discontinuance of the car allowance. Employees who have their car allowances discontinued shall not be reimbursed for commutation to and from work. Employees who have their car allowances discontinued and who require a vehicle to perform their job will be provided a Township vehicle as approved by the Township Manager.

ARTICLE XXIVMISCELLANEOUS

- A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.
- B. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.
- C. An Employee required or subpoenaed by the Township to appear as a witness in court for the Township during his/her working hours in a matter directly involving the Township will not be penalized by loss of benefits or pay for time spent in court. Such employee will not receive extra compensation, however, the Township will reimburse the employee for parking costs directly related such court attendance.
- D. The Township Manager may, in his/her discretion, award to Department Heads and Assistant Department Heads time off without loss of pay in recognition of the annual additional hours worked by said employees. If awarded, these days shall not accumulate from year to year and will be forfeited if not used, unless the Township Manager permits the employee to carry over the unused days into the next year only due to business necessity. If awarded and not used, and an employee separates from service, no payment shall be made for these days. Nothing herein shall require the Township Manager to award said days nor infer entitlement of said days to any eligible employee.
- E. Employees set forth on Schedule D shall be given extra compensation as set forth on Schedule D to compensate for cell phone use.
- F. The Director of Public Works, Public Works Superintendent, Manager of Motor Division and Assistant Public Works Superintendent shall be eligible to receive an annual clothing allowance equal to the amount received by their subordinate personnel.
- G. Specified active bargaining unit employees may receive car allowances, telephone allowances, tool allowances and other stipends as determined by the Township manager and as provided for in the annual budget. Employees who are on leave leading up to retirement, or on an extended leave without pay, shall not be eligible for vehicle, telephone, tool or other allowances.

ARTICLE XXV

SEPARABILITY AND SAVINGS

In any of the provisions of this Agreement or any application of this Agreement to an 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 hereby and shall continue in full force and effect.

ARTICLE XXVI**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. 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 of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXVII

TERMS AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect through December 31, 2011.
- B. 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 (120) days nor later than (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.
- C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- D. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union or his/her designated representative.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at Teaneck, New Jersey on the 18th day of June, 2011.

August

LOCAL 108 PUBLIC EMPLOYEES
DIVISION, RWDSU, UFCW

TOWNSHIP OF TBANECK
BERGEN COUNTY, NEW JERSEY

BY:


BY:

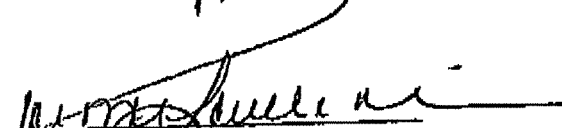

Jasper Patnell, Business Agent

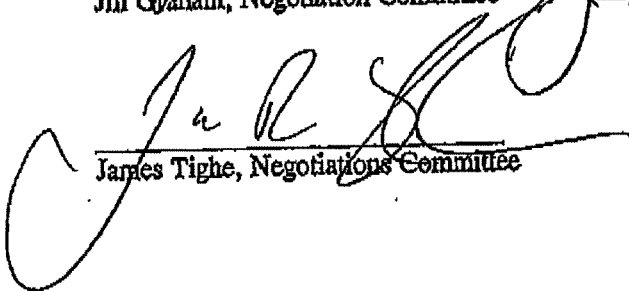

Mohammed Hameeduddin, Mayor


Ken Katter, Interim President


William Broughton, Township Manager


Jill Graham, Negotiation Committee


Jaime Evelina, Municipal Clerk


James Tighe, Negotiations Committee

SCHEDULE A

SALARY RANGE- JANUARY 1, 2009

Title	Minimum	Maximum
Assistant Construction Official	\$60,000	\$79,727
Assistant Director of Public Works	\$65,000	\$92,644
Assistant Health Officer	\$60,000	\$84,436
Assistant Public Works Superintendent	\$74,500	\$87,360
Assistant Superintendent of Recreation	\$60,000	\$82,056
Assistant Tax Collector	\$45,000	\$57,789
Construction Official/Zoning Officer	\$80,000	\$113,116
Director of Public Works/Municipal Engineer	\$85,000	\$126,279
Health Officer	\$80,000	\$113,116
Manager, Motors (w/longevity)	\$65,000	\$81,333
Manager, Motors (w/o longevity)	\$65,000	\$85,613
Municipal Court Administrator	\$60,000	\$75,982
Public Works Superintendent	\$76,000	\$98,241
Purchasing Agent	\$76,000	\$107,016
Superintendent of Recreation	\$80,000	\$115,792
Tax Assessor	\$80,000	\$113,116
Tax Collector	\$65,000	\$87,754

SCHEDULE B

SALARY RANGE EFFECTIVE JANUARY 1, 2010

Title	Minimum	Maximum
Assistant Construction Official	\$60,000	\$82,039
Assistant Director of Public Works	\$65,000	\$95,331
Assistant Health Officer	\$60,000	\$86,884
Assistant Public Works Superintendent	\$74,500	\$89,893
Assistant Superintendent of Recreation	\$60,000	\$84,436
Assistant Tax Collector	\$45,000	\$59,464
Construction Official/Zoning Officer	\$80,000	\$116,396
Director of Public Works	\$90,000	\$125,000
Municipal Engineer**	\$85,000	\$126,279
Health Officer	\$80,000	\$116,396
Manager, Motors (w/longevity)	\$65,000	\$83,691
Manager, Motors (w/o longevity)	\$65,000	\$88,095
Municipal Court Administrator	\$60,000	\$78,185
Public Works Superintendent	\$76,000	\$101,089
Purchasing Agent	\$76,000	\$110,119
Superintendent of Recreation	\$80,000	\$119,149
Tax Assessor	\$80,000	\$116,396
Tax Collector	\$65,000	\$90,298

- * The Municipal Engineer will not be entitled to a 2.9% increase due to the reassignment of duties related to the Director of Public Works position.

SCHEDULE C

SALARY RANGE EFFECTIVE JANUARY 1, 2011

Title	Minimum	Maximum
Assistant Construction Official	\$60,000	\$86,141
Assistant Director of Public Works	\$65,000	\$98,096
Assistant Health Officer	\$60,000	\$89,404
Assistant Public Works Superintendent*	\$74,500	\$92,501
Assistant Superintendent of Recreation	\$60,000	\$86,885
Assistant Tax Collector	\$45,000	\$61,666
Construction Official/Zoning Officer	\$80,000	\$119,771
Director of Public Works	\$90,000	\$128,625
Municipal Engineer	\$85,000	\$133,540
Health Officer	\$80,000	\$119,773
Manager, Motors (w/longevity)	\$65,000	\$85,364
Manager, Motors (w/o longevity)	\$65,000	\$92,500
Municipal Court Administrator	\$60,000	\$82,094
Public Works Superintendent	\$76,000	\$104,022
Purchasing Agent	\$76,000	\$113,312
Superintendent of Recreation	\$80,000	\$122,605
Tax Assessor	\$80,000	\$119,771
Tax Collector	\$65,000	\$92,917

SCHEDULE D

CAR ALLOWANCE

<u>Employee</u>	<u>Monthly Allowance</u>
Superintendent of Recreation	\$175.00
Asslstant Superintendent of Recreation	\$175.00
Health Officer	\$250.00
Township Engineer	\$250.00
Tax Assessor	\$250.00
Purchasing Agent	\$75.00
Construction Official	\$250.00

SCHEDULE E

Cell Phone

<u>Employee</u>	<u>Monthly Cell Phone Pay</u>
Assistant Public Works Superintendent	\$20.00
Manager, Motors	\$20.00
Superintendent, Public Works	\$20.00

TOWNSHIP OF TEANECK

-and-

LOCAL 108, PEDGS, RWDSU, UFCWMEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 3 day of March 2009, between the Township of Teaneck, County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and Local 108 PEDGS, RWDSU, UFCW, hereinafter called "Local 108".

The Township and Local 108 hereby tentatively agree to the following provisions in partial settlement of their initial contract, subject to ratification of same by vote of the membership of Local 108 in accordance with applicable procedures:

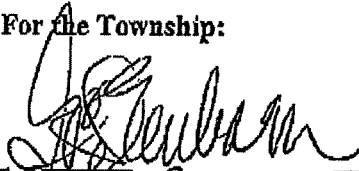
1. Term of Agreement: January 1, 2008 through December 31, 2008
2. Wages:
 - a. 4% across the board increase
 - b. Wage increase retroactive to January 1, 2008
3. Health Insurance
 - a. Effective December 1, 2008, the following employee contributions shall be made, by direct deduction from the employee's paycheck for medical benefits, on a monthly basis by all employees covered by this Agreement:

1. Single Coverage:	\$20.00 per month
2. Husband/wife or parent/child coverage:	\$30.00 per month
3. Family coverage:	\$40.00 per month
 - b. Employees may opt to have the deduction made in two (2) equal payments over the month, i.e. if the contribution is \$40.00 per month, \$20.00 per paycheck, or in one (1) full amount per month.
 - c. Contributions shall be made on a pretax basis as provided by law.
4. Remaining Terms of the Contract – All other terms of the parties' initial agreement will continue to be negotiated.

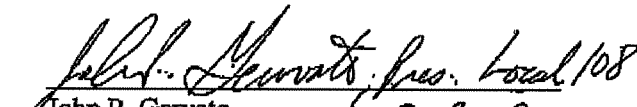
The parties have set their hands and seals this 18th day of March 2009.

For the Township:


For Local 108:




 Gregory C. Fehrenbach
 Interim Municipal Manager
 Township of Teaneck



 John P. Gervato
 President, Local 108
 3-3-09

 3/24/09

 Stanley Turitz, Esq.
 Ferrara, Turitz, Harraka & Goldberg
 Attorneys for the Township of Teaneck



 Brian W. Kronick, Esq.
 Genova, Burns & Vernioia
 Attorneys for the Township of Teaneck

GENOVA, BURNS & GIANTOMASI
494 Broad Street
Newark, New Jersey 07102
(973) 533-0777
Attorneys for Respondents

RWDSU Local 108 Public Employees
Division (Supervisory Group),

Petitioner,

and

Township of Teaneck,

Respondents.

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS
COMMISSION

Docket No. RD-2012-009

PROOF OF SERVICE

I, Kimberly Curry, being of full age, certify that on March 29, 2012, I caused to be served via facsimile and overnight mail, an original copy of Respondents' Position Statement for the Petition for Decertification and this Proof of Service to:

Ms. Deirdre K. Hartman
Assistant to the Director of Unfair Practices and Representation
Public Employment Relations Commission
495 West State Street
Trenton, New Jersey 08618

In addition, one (1) copy of the foregoing documents were served via overnight mail to:

Nancy Iris Oxfeld, Esq.
Oxfeld Cohen, PC
60 Park Place, 6th Floor
Newark, New Jersey 07102

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Kimberly Curry

Dated: March 29, 2012
Newark, NJ

537407

Deirdre Hartman

CERTIFICATION OF POSTING

Re: Township of Teaneck
-and-
RWDSU Local 108 Public Employees Division (Supervisory Group)
Docket No. RD-2012-009

I certify that the Notice to Public Employees in the above-captioned matter was posted in those places where notices to employees normally are posted as of the following date, and will remain posted for ten (10) days.

Deirdre B. K. 4/4/2012
(signature) (date)

Dir. of HR
(title)

Date of Posting: 3/07/2012